

Terms and Conditions are as follows:-

1. The contract shall cover both preventive as well as corrective maintenance of all IT equipments for all the working days (and holidays as and when required as specified in this contract conditions). The maintenance (both preventive as well as corrective) shall cover services for rectification of fault, if any, and replacement/ repair of specified components.
2. During the currency of the contract, there could be additions or deletions. For any such alteration, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor on quarterly basis for service rendered at the rates agreed upon. Similarly, the deletion shall also be intimated to the contractor and charges shall be deducted for the purpose of payment to contractor.
3. The software maintenance shall include loading, reformatting to software like WINDOWS (95, 98, 2000, 2003, 2007, VISTA XP), Talley, MS Office suite, Language Software, internet explorer, Outlook Express, Anti Virus Software, any other type of O/S presently installed, data retrieval, device driver software, system/network configuration and installation of software purchased of software purchased by the Ministry of the aforementioned category from time to time. No extra charges for any spare part. Software required will be paid by this office.
4. Removal of virus and patch management shall be a mandatory part of the contract. Contractor will position a competent qualified software engineer who shall be required to update anti-virus scanning software/monitor on a regular interval as required but at least once in a month on preventive maintenance basis and even more frequently, if required on case to case basis.
5. The contractor shall have to depute one well qualified engineer having a minimum experience of three years with recognized

degree in the field of software and hardware maintenance on full time basis for the service of the system with suitable communication system (like cell phone) so that he may be contacted at any time in case of requirement. The service engineer will sign the attendance register at 0900 Hrs. on all working days and be available up to 17.30 Hrs. in the evening.

6. The services of the engineers of the contractor may be required on non-working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasions also the personnel are deputed.
7. The hardware and software problems reported by the users will be notified to the contractor's engineers and will be attended to by them based on priority indicated by the Institute. For all complaints given, service engineer will have them recorded on the main log book on the first available occasion and attend to them at the earliest and acknowledgement of the user in his counter log book.
8. The requirement of keeping one service engineer will be mandatory. The deputed/resident engineers should not be changed frequently so as to avoid disruption in services.
9. If average down time of all the system taken together increase beyond 10 % over a period of 3 months (calculated quarterly), IDSA reserves the right to cancel the contract forthwith without assigning any reasons and blacklisting the firm.
10. The equipment will have to be repaired inhouse. The hard disk can not be taken out of the premises without DDG's permission. In case of replacement of hard disk, the removed disk shall be destroyed physically in the presence of responsible officials of IDSA. The company would be solely responsible for any damage to the equipment caused by its employees during maintenance/repairs.
11. The contractor would carry out preventive maintenance of each machine once in every 3 months. Failure to do so shall attract penalty as deemed fit.

12. The items that are defective and need to be replaced would be first checked by the Institute's IT Cell before those are declared as defective. The defective equipments/items will be replaced by the equipments/spares of the same specification/make and in case these are not available, the equipment with higher specification will have to be installed.
13. The contractor shall keep sufficient quantity of genuine and certified spare parts which include Intel P-IV CPU, MBD, Seagate HDD of 80-360 GB capacity, HP LJ Printer, 7AH batteries, TFT monitors, DVD Writer, Windows KBD, Mouse, 2 set of necessary s/w (CD) and other required spares available centrally for ready use.
14. The contractor and his engineer shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk of any computer system under the maintenance contract.
15. The engineers will not change the setting of any computer without seeking the prior permission and information of IT Cell, IDSA.
16. The contractor will have to follow all the security instructions applicable from time to time. If the engineers are found guilty of any violation of security norms, they will be liable to be prosecuted under the law.
17. The contract is comprehensive and covers free replacement of all the defective parts except consumables like printer heads, ribbons, cartridges and plastic components.
18. The contractor shall not further subcontract this Comprehensive Annual Maintenance Contract (CAMC) under any circumstance to a third party/ sub contractor for the maintenance.

Dispute Resolution

19. Parties shall endeavour to amicably resolve disputes, if any, with regard to the interpretation, execution and/or implementation of this agreement.
20. Thereafter, all such disputes shall be determined exclusively by the Director General, IDSA whose decision shall be final and binding upon the parties.
21. Disputes, if any, with regard to the decision of the Director General, in this regard, shall be referred to Arbitration by a sole Arbitrator to be appointed by IDSA and all proceedings in this regard shall be subject to the sole and exclusive jurisdiction of Courts of competent jurisdiction at New Delhi.
22. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the proceedings of the Arbitration shall be in English. The venue shall be at the IDSA or at such other location as the Arbitrator may deem fit.
23. Standard force-majeure conditions would apply.

Payment terms & conditions:

24. The payment of AMC shall be made quarterly at the end of every quarter after obtaining satisfactory performance certificate from the users.
25. Penalty clause will operate for complains which are not attended within the stipulated time as indicated in Annexure-IV the contractor will have to provide standby equipment if he expects the repairs to take more than the specified period. In such case penal clause will not operate provided the original equipment is returned within a period of 7 working days from the date of its breakdown. Penalty for the delay/damage/loss shall be charged and the same shall be deducted from the gross amount of the bill.

26. **Security Deposit:** The firm shall furnish a bank guarantee or Bank Draft from a nationalized bank for a sum equivalent to 10% of AMC value in favour of IDSA, New Delhi valid till the end of the contract period towards security (Refundable Interest free). In case the contractor fails to comply any specified terms and conditions of the agreement, the security shall be forfeited
27. **Duration of the agreement:** This CAMC shall be valid for a period of one year starting from the forenoon of first day till last day (afternoon) of the contract. The CAMC shall, however, be extendable for two years or more depending on the quality of services and commercial terms offered and on mutually acceptable terms and conditions. The contract may be terminated by either party by giving one month's notice in writing to other party during the currency of the contract.