

Annual Comprehensive Maintenance of Workstations and Printers

Terms of Reference

Version 1.0

Anti-Money Laundering Council Secretariat

July 2015

A. PROJECT OVERVIEW/BACKGROUND

As the utilization of ICT resources has become an integral part in the operation of the *Anti-Money Laundering Council Secretariat (AMLCS)*, the need for continued availability of the PC workstations and printers has become more evident. In this regard, the *AMLCS* shall select a service provider for the acquisition of contracted ICT services that seeks to implement the *Annual Comprehensive Maintenance of Workstations and Printers*.

B. APPROVED BUDGET COST

The *AMLCS*, intends to apply the sum of *Php368,000.00* being the Approved Budget for the Contract (ABC) to payments under the contract for the completion of the *Annual Comprehensive Maintenance of Workstations and Printers*. The terms of payment will be on a monthly basis

C. SOURCE OF FUNDS

The ABC authorized for the *Annual Comprehensive Maintenance of Workstations and Printers* shall be sourced from the *Maintenance and Other Operating Expenses (MOOE) of the Annual Procurement Plan (APP) for CY2014* pursuant to the *Revised Implementing Rules and Regulations of Republic Act 9184*.

D. CONTRACT DURATION

The *Annual Comprehensive Maintenance of Workstations and Printers* shall be in effect for a period of twelve months commencing upon the issuance of Notice to Proceed to the winning bidder/service provider.

E. BILLING

The Billing Address should be the following:

*Administrative and Financial Services Division
Anti-Money Laundering Council Secretariat
Room 511 EDPC Building
Bangko Sentral ng Pilipinas Complex
A. Mabini St. cor. P. Ocampo St.,
Malate Manila 1004*

F. GENERAL SCOPE OF WORK

- 1) The Service Provider must have the capability to support the *AMLCS* office located at 5th and 6th Floors EDPC Building, BSP Complex, Malate, Manila.
- 2) The Service Provider must have the capability to support out of warranty IT equipment listed in Annex-A:
- 3) The Service Provider shall perform a physical inventory of the machines with the assistance of *AMLCS* representative to determine the actual condition of the machines. The Service Provider shall advise *AMLCS* of the defective items upon inventory. In such case, the *AMLCS* shall have the option to have the items repaired

by the Service Provider at the expense of AMLCS.

- 4) All equipment accepted and enrolled in the maintenance agreement shall be tagged by the Service Provider.
- 5) The Service Provider shall perform remedial and corrective action for the resolution of problems of units enrolled in the maintenance agreement, which shall include the following:
 - a. Troubleshooting and conducting diagnostic test
 - b. Isolation of defective parts/components
 - c. On-site correction of problem or abnormality
 - d. Movement or transfer of IT equipments such as Desktop, Laptop, Server, Router, Switches, Printers, etc. from one area to another as may be asked by IT support staff
 - e. Replacement of isolated defective parts/components. Replacements parts/modules shall be for the account of the service provider at no additional cost to the Anti-Money Laundering Council
 - f. The Contractor shall provide all labor during the period of Maintenance for all equipment covered under the Maintenance Agreement and shall prepare a Service Report for every reported incident.
- 6) The Service Provider shall perform basic software reinstallations. Orientation for the reinstallation shall be provided by AMLCS-IMAG. The reinstallation of software shall include the following:
 - a. Windows Operation System and patches
 - b. Anti-Virus
 - c. MicroSoft Office
 - d. Lotus Notes
 - e. Oracle client
 - f. Adobe Acrobat Reader
- 7) The Service Provider shall provide on-call support services with same day response time if the service call is in the morning and in the morning of the next business day response time if the service call is in the afternoon. Failure to do so would correspond to Penalty Clause. (Please see Section H Penalty Clause)
- 8) The Service Provider shall perform a one time annual preventive maintenance of all IT equipments under the Maintenance Agreement within the contract period. This service shall include the following:
 - a. Physical check-up/diagnostic to ensure that these are operational.
 - b. Cleaning of parts and modules.
 - c. Check-up of configuration for optimum performance.
 - d. Checking of logs and memory usage.
 - e. Conducting necessary mechanical adjustments.

- f. Cleaning/waxing.
 - g. Reporting of discrepancies/inadequacies found during inspection.
- 9) For unserviceable/irreparable/phased out equipment, the Service Provider shall provide certificate of unserviceability/obsolescence from the equipment manufacturer.
- 10) The Service Provider shall evaluate the cost of repair of the defective unit. In such cases that the repair cost would exceed 30 percent of the acquisition cost of the defective unit, the service provider shall provide certification for the cost of repair to be validated by an IMAG Technical Representative and approved by the Deputy Director.
- 11) The Maintenance Agreement shall exclude the following consumables:
- a. Toner Cartridge
 - b. Notebook Batteries
 - c. Inkjet Printer inks
- 12) The Services as described above shall generally be performed Mondays to Fridays, 8:00 am to 5:00 pm, excluding Saturdays, Sundays and national holidays. Other services can be performed at times agreed by both parties.
- 13) Service units shall be provided by the Service Provider for units that cannot be repaired on site. Service units of the same brand, model, features and functionalities or its equivalent shall be made available within the next business day to avoid disruption of business operations. The service unit shall be made available until the defective unit has been repaired. Service units at the custody of AMLC shall be considered replacement of the pulled out defective units at the end of the contract period.

G. WARRANTIES AND REMEDIES

A. *Quality of Service*

The Service Provider warrants that the service shall be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services.

B. *Indemnification*

The Service Provider shall be liable for injuries suffered by AMLCS employees or damages caused to any AMLCS property including non-tangible property such as but not limited to information or electronic data files, databases and application software due to the fault or negligence of their personnel. Damages shall be repaired by the contractor at their own expense and to the satisfaction of AMLCS.

C. *Third Party Claims*

The Service Provider warrants that any works of authorship written by the Service Provider's personnel shall not infringe any third party copyrights, patents or trade secrets. If a third party takes action against the AMLCS for any infringements of this nature, then the Service Provider shall, at its own expense, settle the claim or arrange to defend the AMLCS in such proceedings, and, in such circumstances, the Service Provider shall pay all settlement costs, damages, and legal fees and expenses finally so awarded.

D. Force Majeure

Except in respect of payment liabilities, neither party shall be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, government act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

E. Non-Disclosure Agreement

The Service Provider must not disclose any documents, materials, project manuals, solutions used, or any information that would compromise the position of AMLCS during and after the implementation of the project.

H. PENALTY CLAUSE

In the event that the Service Provider fails to comply with the required service level under this agreement, penalty may be imposed upon verification of the qualified incident depending on the over-all monthly performance and evaluation;

98% to 100% Response and Resolution Time – no penalty

97.9% to 90% - 5% of the total monthly contract amount

89.9% - below - 10% of the total monthly contract amount