

Maintenance Service Requirements

Capitalised terms appearing herein shall have the meanings given to the in the Conditions of Contract for Individual Procurement.

1. Maintenance Services for the Add-on Hardware

- 1.1 The Contractor shall maintain each Item of the Add-on Hardware to ensure its full and proper working order and continual compliance with the Overall Specifications, and Reliability Levels, in accordance with all the applicable service specifications including without limitation to this document (subject to such modification as expressly specified in the brief to be issued by the B/D), Clause 15 of Conditions of Contract and Schedule 11 of Contract Schedules.
- 1.2 The Contractor shall at its own cost and expense provide all necessary replacement units and parts to effect all Maintenance Services. Unless otherwise specified in the Brief that specific consumable item(s) (e.g. battery for uninterruptible power supply) is covered by the Maintenance Services, the Contractor is not liable to provide replacement on consumable item(s).
- 1.3 The Contractor shall provide free Maintenance Services for each item of Add-on Hardware throughout the Warranty Period.
- 1.4 The Contractor shall act as a single contact point to the Government in relation to all aspects of the Maintenance Services for each item of Add-on Hardware. The Contractor acknowledges that the Add-on Hardware it supplies to the Government may form only part of or connected with or interfaced with other Government's computer system. If such computer system is not working properly, the Contractor shall give such assistance to other contractors of such system or the project teams of the Government as may be necessary to enable relevant party to remedy the defects.
- 1.5 Maintenance Services for the Add-on Hardware shall comprise the provision by the Contractor of the remedial maintenance during the prime maintenance period in respect of each Item of the Add-on Hardware throughout the Maintenance Period.
- 1.6 Remedial maintenance shall be provided during the prime maintenance period of the relevant Add-on Hardware as part of the Maintenance

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Services. The remedial maintenance shall be performed in compliance with the response time set out in Schedule 11 of Contract Schedules and shall be completed with all faults rectified within 24 hours from time of response and shall comprise the following:

- (a) upon receipt of a request for remedial maintenance whether via email, telephone, Short Message Service (“SMS”) or fax during the prime maintenance period, unless it can be done remotely, the Contractor shall despatch an engineer to the Location within the minimum response time set out in Schedule 11 of Contract Schedule;
- (b) the Contractor shall carry out such testing, diagnosis, repairs, adjustments and replacement of any defective or non-functional Add-on Hardware or parts thereof as may be necessary to restore the Add-on Hardware to proper working order;
- (c) the Contractor shall carry out the installation of any other parts and consumable parts provided by the Government (if any but the Government is not obliged to provide) to restore the Add-on Hardware to proper working order; and
- (d) the Contractor shall rectify all faults or provide a workaround solution to sustain the normal operation of the Add-on Hardware.

1.7 For replacing any part or entire unit of an item of Add-on Hardware which becomes defective or non-functional, the Contractor shall at its own expense provide the replacement which complies with the minimum requirements set out in the Overall Specifications, and is of the same brand and the same product line or series, and provides the same or better specifications (in terms of performance, capacity, security, reliability and other functions and features) than the parts or unit to be replaced.

1.8 If the assistance of any other contractor of the Government (including Contractor of another sub-category) or project teams of the Government is necessary in order to carry out any preventive or remedial maintenance, the Contractor shall contact the contractor or project teams direct and seek its assistance for the purposes of performing the preventive or remedial maintenance without prejudice to the requirement that the Contractor shall remain as primarily responsible for performing the preventive and remedial maintenance.

1.9 In the event that the Contractor removes any item of Add-on Hardware or such part thereof away from the Location for overhaul, replacement or repair, unless otherwise agreed by the Government, the Contractor shall

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bear all the costs, including but not limited to packing, carriage and insurance incurred in the dismantlement, removal, overhaul, repair, return and re-installation of the said item or part.

- 1.10 If workshop repair is required or if a replacement part or unit cannot immediately be provided, the Contractor shall provide a piece of compatible loan equipment on a temporary and free of charge basis until the relevant Add-on Hardware under repair is fixed, reinstalled and functions normally on-site or the replacement part or unit is available.
- 1.11 Any parts and units provided by the Contractor shall become the property of the Government. Parts and units removed shall become the property of the Contractor provided always that the Government shall be entitled to retain any part or unit which is to be replaced if the Contractor is unable to erase all the data stored therein.
- 1.12 Any replacement parts and units provided by the Contractor hereunder shall become the property of the Government.
- 1.13 If any Add-on Hardware that requires replacement or off-site repair contains storage media (including without limitation a hard disk), the Contractor shall ensure that the storage media is removed from the Add-on Hardware and either pass the same to the user of that Add-on Hardware or install the storage media in the temporary replacement hardware to be provided to the user on the spot.
- 1.14 In the event that any storage media (e.g. hard disk) itself requires replacement, the Contractor shall handle the old storage media as follows. The Contractor shall use an erasure method, which may include software-based overwriting, degaussing and physical destruction, to be approved by the Government. The deletion operation shall be carried out under the witness of the Government Representative and at a location approved by the Government. Certificate(s) duly signed with company chop shall be issued by the Contractor to certify that all data stored in the storage media has been completely erased. The Contractor shall be liable to indemnify the Government on the terms set out in Clause 23 of Conditions of Contract arising from any data remaining in the storage media.
- 1.15 The Contractor shall uniquely identify each of the Add-on Hardware components and keep track of their latest information (e.g. hardware configuration, installation location, annual maintenance information, controlling officer's information, attached devices, installed software, IP address, etc.) for system asset management.

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- 1.16 To minimise the turn-around time, the Contractor shall keep adequate stock of all necessary parts and units for exchange of faulty one(s).
- 1.17 The Contractor shall send competent and specially trained technicians to attend to any routine inspection at the time and in the manner as specified in Schedule 11 of Contract Schedules (if any).
- 1.18 The Government will make each batch of Add-on Hardware or Add-on Software accessible to the Contractor for preventive maintenance at least once a year or at scheduled times to be mutually agreed between the Contractor and the Government Representative.
- 1.19 Preventive maintenance shall comprise:
- (a) inspection of the Add-on Hardware;
 - (b) calibration, testing and necessary adjustments, cleaning, lubrication, replacement of worn, defective or suspect parts, circuit updating and modifications;
 - (c) engineering adjustments, modifications and improvements (including but not limited to the Contractor's latest engineering revision and any or all reliability improvements) on the Add-on Hardware; and
 - (d) updating of all Documentation furnished under the Contract.
- 1.20 Unless the Government otherwise instructs or agrees, the Contractor shall perform the Maintenance Services in respect of an Add-on Hardware item notwithstanding that the manufacturer or developer no longer manufactures or develops or supports such item. Alternatively, the Contractor shall at its cost replace the obsolete item with another compatible Add-on Hardware item which complies with the minimum requirements set out in the Overall Specifications and has specifications which are no worse than the obsolete item to be replaced (in terms of performance, capacity, security, reliability and other functions and features).

2. Maintenance Services for the Add-on Software

- 2.1 The Contractor shall maintain each item of the Add-on Software to ensure its full and proper working order and continual compliance with the Overall Specifications, and Reliability Levels, in compliance with all applicable service specifications including without limitation to this document, Clause 15 of Conditions of Contract and Schedule 11 of Contract Schedules.
- 2.2 The Contractor shall provide free Maintenance Services for the Add-on Software throughout the Warranty Period.
- 2.3 The Contractor shall act as a single contact point to the Government in relation to all aspects of the Maintenance Services for each item of Add-on Software. The Contractor acknowledges that the Add-on Software it supplies to the Government may form only part of or connected with or interfaced with other Government's computer system. If such computer system is not working properly, the Contractor shall give such assistance to other contractors of such system or the in-house project teams of the Government as may be necessary to enable relevant party to remedy the defects.
- 2.4 The Maintenance Services in respect of each item of the Add-on Software include upgrades and enhancements and error correction for the whole of the Maintenance Period (where applicable).

Upgrades and Enhancements

- 2.5 In relation to each item of the Add-on Software, the Maintenance Services shall cover the supply of all new versions, upgrades, updates, patches, service packs, technical maintenance support packages and other new or supplement releases howsoever described from time to time issued or made available to other customers in the retail market by the manufacturer / developer of the Add-on Software together with all manuals, documentation and technical literature published by the manufacturer / developer in conjunction with such releases (“upgrades and enhancements”). The supply of these upgrades and enhancements shall be made available to the Government within one month after the date of the release by the manufacturer / developer.
- 2.6 The installation of the upgrades and enhancements shall be performed at the request of the Government B/D Representative.
- 2.7 Unless the Government otherwise instructs or agrees, the Contractor shall perform the Maintenance Services in respect of an Add-on Software item

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notwithstanding that the manufacturer or developer no longer manufactures or develops or supports such item. Alternatively, the Contractor shall at its own cost replace the obsolete item with another compatible software which complies with the minimum requirements set out in the Overall Specifications and has specifications which are no worse than the obsolete item to be replaced (in terms of performance, capacity, security, reliability and other functions and features).

Error Correction

- 2.8 The Contractor shall provide on-site maintenance support services within the prime maintenance period for each Location as stated in Schedule 11 of Contract Schedules as part of the Maintenance Services. The Maintenance Services shall be provided within minimum response time as specified in Schedule 11 of Contract Schedules.
- 2.9 Upon receipt of notification from the Government that there is any defect or error in the Add-on Software that affects normal user service, the Contractor shall correct such defect or error or provide a workaround solution to resume the operation of the faulty Add-on Software within three (3) working days or such later days as may be granted by the Government after the Contractor has responded.
- 2.10 Forthwith upon such correction being completed the Contractor shall deliver to the Government appropriate amendments to the Documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Add-on Software.

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