# CONTRACT FOR THE MAINTENANCE OF THE COMPUTER INFRASTRUCTURE: SUPPORT AND MAINTENANCE IN OPERATIONAL CONDITION OF THE COMPUTER SYSTEMS



# **DUTIES AND RESPONSIBILITIES**

Public authority / Contracting authority:

Lycée français international de Pondichéry (LFIP)
French International School of Pondicherry (FISP)
12 Victor Simonel Street,
Pondicherry
INDIA

Subject of the consultation:

# MAINTENANCE OF THE COMPUTER INFRASTRUCTURE: ASSISTANCE AND MAINTENANCE OF COMPUTER SYSTEMS IN FUNCTIONAL CONDITION

Abdel CHOUCHAOUI - Director of Administration and Finance



# ARTICLE 1: SUBJECT OF THE CONTRACT - GENERAL PROVISIONS

# 1.1 PURPOSE OF THE CONTRACT

The purpose of this contract is to provide full-time IT support to end users and to maintain the IT systems of the French International School of Pondicherry in a functional condition.

# 1.2 FORM OF THE CONTRACT

The contract takes the form of an ordinary single-tender contract.

The contract is:

	Maintenance of the computer equipment of the establishments:  • Lycée français international de Pondichéry 12,rue Victor Simonel  • 605001 PONDICHÉRY
Candidates	may respond to: maintenance and repair of computer equipment and computer network equipment and peripherals
1.3	PROCUREMENT PROCEDURE AND AMOUNT

This is an adapted procedure contract.

The offer must be made at a firm price that cannot be revised during the initial period of the contract.

## 1.4 DURATION OF THE CONTRACT

This contract is concluded for a period of two (1) years from 04 August 2021 to 03 August 2022. It will then be formally renewable at the end of each academic year upon satisfaction of the employer.

Each renewal will take the form of a formal decision by the person responsible for the contract (letter with acknowledgement of receipt) and will take place within one (1) month before the expiry of each renewal. The holders of the contract may not refuse its renewal.

## **ARTICLE 2: CONSTITUENT PARTS OF THE CONTRACT**

The constituent parts of the contract, in order of priority, are the following:

- The signed and dated Contract Agreement (CA);
- These Duties and Responsibilities (DR);
- The Schedule of Overall and Fixed Price Breakdowns (SOFRB):
- The technical brief of the contractor.

# **ARTICLE 3: SUBCONTRACTING**

Subcontracting is not allowed for this contract.

## ARTICLE 4: TERMS AND CONDITIONS OF THE SERVICE

## 4.1 EXPECTED SERVICE

The services required under this call for tenders are as follows:

## 1. Preventive and periodic maintenance :

Systematic preventive maintenance consists of periodic maintenance of the hardware and software, at least once every three months, with a view to reducing the number of breakdowns and maintaining the performance of the hardware and software in accordance with the market specifications during the term of the maintenance contract. The purpose of this maintenance is to verify:

#### How it works

- Testing of the software, configuration, configuration and setting of the software and software update;
- Checking occupied disk space.
- Control of the internal and physical security of the technical devices and premises.
- Adjustment, necessary checks, cleaning and any other operation to maintain the hardware and software in optimal conditions of use according to the performance and instructions of the hardware manufacturer and the software publisher.

# Back up

- Monitoring and validation of the complete cycle of the IT backup process;
- Restoration test of the periodic backup and verification and monitoring of the volume of data backed up.

# 2. Curative maintenance (breakdown or malfunction)

The purpose is to restore to working order elements that have failed partially or totally or are unfit to perform the required function.

In the event of a hardware failure, the service provider shall:

- Diagnose the breakdown and submit, at the request of the relevant authority of the FISP, a description of the breakdown;
- Replace defective parts with operational parts for equipment that is no longer under guarantee;

In the event of a software malfunction, the Service Provider shall:

- Follow up on the reinstallation of the software unless it is under warranty or maintenance contract;
- Installing the updates;
- Carry out corrective actions in the event of a problem with the backup system;
- Restoring data from lost backups;

# 3. Upgradeable maintenance

It includes:

- Improvements linked to changes, modification and upgradation in the technical environment or standardisation;
- Installation of new features, software updates;

# 4. Inventory - Diagnosis - Technical file

Upon receipt of the approval of the contract and in order to optimise the management of interventions, the contractor will carry out a precise inventory of all the computer equipment covered by this contract.

This inventory will specify:

- The type of hardware, make, model, serial number, location, IP address, MAC address, as well as the essential and internal components.

A computer register describing this inventory will be drawn up by the Service Provider, and will be communicated to the FISP. This description of the inventory of the computer equipment will be updated each time it is necessary.

# **4.4: INTERVENTION TIMES**

The Service Provider must be available during the opening hours of the Lycée Français International (working hours). In the event of a critical situation, Service Provider must also be available on weekends.

Special schedules may be provided to allow for one-off interventions on sensitive systems that cannot be shut down during working hours in case of emergency.

FISP reserves the right to request the daily presence of the

Provider at its premises from 7.50 a.m.

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#### 4.5: PLACE OF PERFORMANCE

- Lycée français international de Pondichéry (French International School of Pondicherry
- 12 Victor Simonel Street, Pondicherry 605001, India

Tenderers are requested to submit their proposition on or before 5th July at 5 p.m by mail to <a href="mailto:daf@lfpondichery.net">daf@lfpondichery.net</a>

#### Lot 1

#### Two technicians with:

- A degree of at least 2 years in computer and communication networks;
- Experience of 3 years or more;
- Knowledge of maintenance and management of networks and IT equipments

## **7 PAYMENT**

The method of payment will be bank transfer for the service provided in the previous month and the payment shall be made by the 15th of month.

## **ARTICLE 8: PROTECTION OF THE WORKFORCE**

The Service Provider must ensure the strict application of the laws and regulations in force on working conditions, working hours and the employment of Indian laws.

## **ARTICLE 9: INSURANCE**

The Service Provider shall ensure its representatives are covered by medical and health insurance. Any expenses due to an accident on site of its representative must be borne by the Service Provider.

## **ARTICLE 10: CONFIDENTIALITY**

The representative(s) of the Service Provider is bound by an obligation of strict confidentiality, particularly when he is required to work on site in departments where the computer system processes confidential and sensitive data.

This obligation is extended to all the documents he has knowledge of or conversations he hears in the course of his work.

The confidentiality undertaking of the parties is valid for the entire duration of the contract and for 20 years following the end of the service.

# **ARTICLE 11: TERMINATION OF THE CONTRACT**

In the event that the Service Provider demonstrates insufficient activity or in the event of non-execution of the clauses of the present specifications of Duties and Responsibilities mentioned in this contract, Lycée Français International de Pondichéry, reserves the right to terminate the contract without formal notice and without payment of any compensation.

# **ARTICLE 12: SETTLEMENT OF DISPUTES**

In the absence of an amicable agreement, any disputes shall be brought before the competent court.

In Pondicherry, India,
The (date)......

The (date).....

The Service Provider

Director of Finance and Administration Mr. Abdel CHOUCHAOUI