



## TERMS OF REFERENCE

**Project** : **CCP PABX (NEC IPS 2000) PREVENTIVE MAINTENACE**

**Location** : **CCP Building, Pasay City**

### **A. PURPOSE:**

1. To maintain the PABX System of the building to its perfect condition.

### **B. 1. SCOPE OF THE PROJECT:**

- 1.1 Provision of preventive maintenance to the CCP PABX System (NEC IPS 2000) with eight (8) ports voicemail to be undertaken by competent and trained personnel to the fulfillment of the Center.
- 1.2 Contractor shall be the installer, and exclusive and/or authorized Distributor of spare parts/equipment of such brand.

### **Article 1 SCOPE OF WORK**

- 1.1 Contractor shall provide capable engineers as helpdesk support using phone, email and fax within normal business hours ( 0830H to 1730H Monday to Friday excluding public holidays).;
- 1.2 Contractor will conduct preventive maintenance within normal business hours (0830H to 1730H), Monday through Friday excluding public holidays;
- 1.3 Contractor will conduct twelve (12) services and/or once in every month for preventive maintenance of the System for the duration of contract. Reporting time is within regular working hours (0830 to 1730H), Monday through Friday excluding public holidays.
- 1.4 Contractor will conduct inspection and operational check-up of the system within the duration of this agreement;
- 1.5 Contractor will accommodate **four (4x) times emergency calls** within the duration of this agreement. Reporting time is within the normal business hours ( 0830H to 1739H) Monday to Friday. Emergency calls shall fall on the following conditions of the Equipment:
  - 1.5.1 the central processor is out of service;
  - 1.5.2 the main answering positions are unable to process calls;
  - 1.5.3 Twenty five percent (25%) or more stations/lines are inoperative;
  - 1.5.4 there is a critical integration/link failure.

- 1.6 Repair of Equipment interconnecting cable originally supplied and installed by supplier and installer;
- 1.7 Once a year general cleaning of the Equipment, or at more frequent interval as per Contract advise, (cleaning solution shall be free of charge;
- 1.8 Attend to CCP call for adjustment or repair of the Equipment arising under normal working conditions and ordinary prudent use of Equipment;
- 1.9 Provision of free subscription to Contractor Maintenance Service Manual.

**Article 2 CONTRACTOR'S OBLIGATIONS**

- 2.1 Contractor shall provide the necessary on-site support as may be determined from time to time.
- 2.2 Contractor shall issue monthly Service Report in each service/visit, it shall contain the detailed information on the service/s performed or required to be performed;

**Article 3 CCP's RESPONSIBILITIES**

- 3.1 CCP will provide safe and sufficient access to the location of the Equipment at no cost to Contractor to allow for proper servicing and repair;
- 3.2 CCP is responsible for securing all data and configuration/s of the Equipment prior to servicing and repair procedures;
- 3.3 Allow Contractor authorized personnel access to the PABX room and the Equipment during normal working hours and upon prior notice and/or during pre-agreed schedule outside regular working hours;
- 3.4 CCP will notify Contractor within two (2) hours from notice of any trouble or defects in the Equipment;
- 3.5 CCP will give sufficient time, which shall be within two (2) hours from notice, within which to perform remedial measures.

**Article 4 EXCLUSION**

- 4.1 Contractor shall not be obliged to perform the services under the following circumstances:
  - 4.1.1 Contractor shall limit its maintenance services To NEC IPS 2000 including Max Voice Processing (8 ports) system and does not include the UPS and AVR (power supply);

- 4.1.2 The work relating to the relocation of the System;
- 4.1.3 The system modification depending on the CCP requirements;
- 4.1.4 Repair works caused by Force Majeure;
- 4.1.5 Repair works caused by the usage of inappropriate (out of specification) environment condition;
- 4.1.6 Repair works caused by the usage of inappropriate (not referred by Contractor) data recording media or consumables
- 4.1.7 Total reprogramming of the Equipment that is NOT within the scheduled preventive maintenance and emergency services under this agreement
- 4.1.8 Technical assistance or repair work for the system relating to the problem caused by software or the hardware which is not supplied by the Contractor.

4.2 Provisions of spare parts are not included and shall be on per request, and/or per quotation basis by and between CCP and the Contractor.

#### **Article 5 WARRANTY AND DEFAULT**

- 5.1 Contractor warrants that all its personnel and representatives are suitably qualified and competent to carry out task/s required by the CCP under this Agreement;
- 5.2 Contractor shall carry out its obligations in conformity with the general accepted standards of skill, care, and diligence appropriate to the nature of the services rendered.

#### **Article 6 PAYMENT**

- 6.1 In considerations of the services of the Contractor, the CCP shall pay the reasonable amount per month inclusive of VAT, upon submission of monthly Service Reports;
- 6.2 All other services rendered which are not included in this agreement shall be billed separately based on the Contractor's standard hourly rates.

#### **Article 7 SPECIAL SERVICES**

The following scope of works shall be considered SPECIAL SERVICES and may be performed by the Contractor at CCP's request, subject to

CCP payment of Special Services Charges and on terms and conditions mutually agreed upon by both parties.

- 7.1 Preventive Maintenance performed outside of Contractor's Regular Working Hours;
- 7.2 Electrical works external to any item of the Equipment;
- 7.3 Expansion of additional cable wiring and/or distribution facilities, transfer, relocation including telephone sets;
- 7.4 Installation of additional hardware/software to facilitate expansion of Equipment capacity;
- 7.5 Repair of Equipment defects resulting from accident, transport, neglect, misuse or abuse, operator's error, lack of proper management and supervision, severe voltage fluctuation, use supplies not approved by equipment manufacturer or Contractor, or causes arising from other than the ordinary prudent use for which any item of the Equipment was designed;
- 7.6 Correction of defects in the Equipment resulting from any adjustment, repair, maintenance or alteration performed by any person other than Contractor's authorized maintenance personnel, attachment, addition performed without prior consent of Contractor.

**Article 8 OTHER PROVISIONS:**

- 8.1 In the event of a change of equipment or machine parts, the replaced parts shall be Contractor's property while the replacement parts shall be the property of CCP. CCP warrants that all removed parts/items are authentic and unaltered. The service status of the defective/replaced parts shall carry over the replacement parts as soon as the replacement procedure is complete.
- 8.2 Contractor shall properly coordinate with CCP authorized representative in servicing the Equipment for the conformation if service rendered.
- 8.3 Contractor shall recommend to CCP for whatever programs and features will suit CCP's need aimed at improving the communication system (PABX).
- 8.4 The contract shall be for a period of **one (1) year** .

