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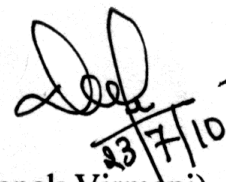
Govt of NCT of Delhi
DEPARTMENT OF INFORMATION TECHNOLOGY
9th level, 'B' Wing, Delhi Secretariat
I.P. Estate, New Delhi.

No. F3 (3)/2004/IT 6397-6398

Dated : 27/7/10

CIRCULAR

In continuation of this office circular No F.3(3)/2004/IT-4351-65 dated 22.07.2009 on the subject 'Empanelment of Companies/Firms/Partnership Firms etc. for providing AMC for Desktops, Printers and UPS(offline) to all Departments ,PSUs, Local and Autonomous Bodies under Govt. of Delhi', it is informed that the empanelment done by Department of IT vide Circular dated 22.07.2009 is extended up to 31.08.2010.



(Deepak Virmani)
Addl Secretary(IT)

Copy for information to:-

- All Pr. Secretaries/ Secretaries / HODs
- Chairman/MDs of PSUs
- All Heads of Local Bodies/Autonomous Bodies
- All Secretaries to the Hon'ble Ministers
- OSD to Chief Secretary
- PS to Pr. Secretary to Hon'ble L.G.
- Empanelled Vendors

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Govt. of N.C.T. of Delhi
DEPARTMENT OF INFORMATION TECHNOLOGY
9th Level, B – Wing, Delhi Secretariat,
I.P.Estate, New Delhi – 110002

NoF.3 (3) 2004-IT/ 4351-65

Dated: 22/7/09

CIRCULAR

1. Subject:

Empanelment of companies/firms/partnership firms etc for providing AMC for Desktops, Printers and UPS(offline) to all Departments, PSUs, Local and Autonomous Bodies under Govt. of Delhi (Annexure-I contains the list)

2. Procedure adopted by IT department for preparation of panel:

- Applications were invited from large, experienced and financially sound companies for empanelment through Delhi Government e-Procurement platform and notice of the same published in leading new paper.
- A Technical evaluation committee approved by Chief Secretary, Delhi went through the technical bids submitted by the responding companies. Based on the evaluation the committee has empanelled six companies for providing AMC services to all departments, PSUs, local and autonomous bodies under Govt of Delhi. A list of such companies with their office address and telephone numbers is given in Annexure-I. A copy of draft agreement that could be entered with them by departments/institutions is placed on IT department's Website (<http://it.delhigovt.nic.in>). This agreement could be suitably modified by departments if considered essential, with the prior approval of IT and Law department.

3. Validity of Panel:

Validity of this panel is for one year from the date of issue of this order or till a new order is issued whichever is earlier.

4. Panel Applicable to:

- All Government departments under Govt of Delhi
- All autonomous bodies/local bodies under Govt of Delhi

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- All PSUs Under Govt of Delhi

5. Items not covered under this order:

- Servers
- Line Printers
- LAN equipments
- Online UPS
- Laptops

Departments are advised to get the AMC for above-mentioned equipments from original equipment manufacturer (OEM) only.

6. Procedure to be adopted by the Department for selecting AMC Vendor :

- All Govt. department and institutions under Govt. of Delhi desirous of outsourcing AMC services for desktops, printers and UPS(offline) are advised to float limited tenders for commercial bids through Delhi Government's e-Procurement platform at <https://delhi.govtprocurement.com>. Thus, departments/Institutions are not to carry any technical evaluation, which has been done by IT department.
- A standard form indicating the number of desktops, printers and UPS(offline), their make & complete technical configuration, month and year of purchase may be incorporated in e-Tender form for inviting commercial bids (Annexure -II).
- It is pointed out that it is uneconomical to ask for the services of an onsite maintenance engineer unless number of machines is in excess of 100 in one building.

6A Procedure to be followed in case of Existing Contracts with vendors not on panel now

Following Vendors who were on the panel 2008-09, have not been empanelled either on account of poor performance report received from user departments or have not applied for fresh empanelment or both

- M/s. ORG Informatics Ltd.
- M/s. Spice Net Ltd.

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- M/s Onward e Services Ltd.
- M/s Glodyne Technoserv Ltd.
- M/s Velocis Systems Pvt. Ltd.
- M/s PC Solutions Pvt. Ltd.
- M/s Trimax Computers Ltd.
- M/s INS e Solutions Ltd.

Departments, PSUs, Local and Autonomous Bodies under Govt. of NCT of Delhi having AMC contract with above mentioned firm(s) may take steps to award AMC work to one of the vendors empanelled as per this order, following procedure defined above after expiry of current AMC.

7. Responsibilities of Vendors:

- All the empanelled companies shall respond to each and every notice issued by the departments, PSUs, local and autonomous bodies under Govt of Delhi, regardless of the number of equipments for which AMC services are solicited. **Failure to do so will lead to removal of the name from the list of empanelled vendors.** If the response of the empanelled companies is poor, the departments are also advised to inform the IT department the names of companies that have failed to respond to the notices for initiating appropriate action against them.
- The empanelled company/firm/partnership firms etc. will have to maintain complaint logbook as per Annexure-III and submit a monthly report to the Department of Information Technology, Govt. of NCT of Delhi, as per Annexure-IV. This report should reach the Department of Information Technology by the 7th of every month failing which the department reserves the right to cancel the empanelment.
- The empanelled companies are also obliged to provide maintenance services for all major and popular brands of desktops, and printers such as IBM, Compaq, HP, WIPRO, Zenith, HCL, Acer, Epson, TVSE and others. Even assembled and unbranded equipments purchased by the Government are covered under the empanelment qualification criteria.

8. Responsibility of Department:

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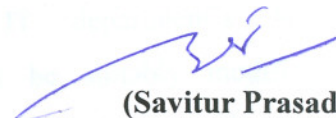
Department must ensure that all these equipments are in working condition before tender notices are sent to the empanelled companies. After a vendor is selected through bidding process from amongst the empanelled vendors, department must sign an agreement with the selected vendor, a draft of which is available on IT department's Website (<http://it.delhigovt.nic.in>). The Department are also requested to maintain Complaint Log book as per Annexure-V

9. Performance Guarantee:

All the empanelled companies/firms/partnership firms have deposited performance guarantee in the form of Bank Guarantee of Rs.1,00,000/- valid for 24 months with the IT department. In case, the company/firm/partnership firms is not providing satisfactory services, the departments/institutions are advised to intimate the same to IT department so that financial penalty can be imposed on the said company/firm/partnership firm including forfeiture of Bank Guarantee.

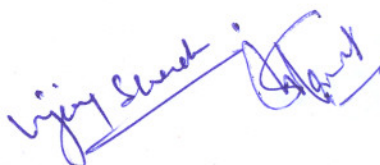
10. Department of Information Technology may please be contacted for any difficulty, clarification or doubt that may arise in implementation of this order. The details of the contact person is as under:

Mr.Santulan Chaubey , System Analyst
Department of Information Technology
9th Level, B-Wing, Delhi Secretariat
Tel. No. 23392457
Email- santulan@nic.in


(Savitur Prasad)
Secretary (IT)

Copy for information to: -

- All Pr. Secretaries / Secretaries / HODs
- Chairman /MDs of PSUs
- All Head of Local Bodies/Autonomous Bodies
- All Secretaries to the Hon`ble Ministers
- OSD to Chief Secretary
- Secretary to L.G.
- Empanelled Vendors



Annexure- I

List of Empanelled Companies/Firms/Partnership Firms

S.No	Name of company/firm/partnership firm	ADDRESS	CONTACT PERSON	Phone No	Email
1	AVCOM NETWORK TECHNOLOGIES	102,INDRAPRASTHA TOWER WAZIRPUR COMMERCIAL COMPLEX, DELHI - 110052	SH.ARUN KUMAR BADOLA	27570606 .9810526350	avcomnetwork@avcomnetwork.com
2	BRISK INFOTECH SOLUTION	2157, GURU ARJUN NAGAR, NEAR SHADIPUR METRO STATION, NEW RANJIT NAGAR, NEW DELHI-110008	SH.PRAVEEN CHAUDHARY	9810285369	briskinfotech@yahoo.co.in
3	COMPUTER CLINIC INDIA PRIVATE LTD.	301 A, SAGAR COMPLEX, NEW RAJDHANI ENCLAVE LSC., VIKAS MARG, DELHI-92	SH.RAJIV KUMAR RATHI	9811034542	cciplg@hotmail.com
4	GALAXY INFO SYSTEM	95, IIND FLOOR, BHAGWAN NAGAR, ASHRAM, NEW DELHI-14	SH.DINESH BHATT	9312837509	gishodelhi@galaxyinfosys.com
5	INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.	DSIDC ADMINISTRATIVE BLOCK, 1ST FLOOR C BLOCK, OKHLA INDUSTRIAL AREA, PHASE-I, NEW DELHI-20	SH.ANIL KHANNA	26810348,	tcil_ite@rdiffmail.com icsil@indiatimes.com
6	M INTERGRAPH SYSTEMS PRIVATE LIMITED	D 19/1 SECOND FLOOR, OKHLA PHASE-I NEW DELHI	SH.ANURAG DANTREY	26371825 09312600413	adantrey@mintergraph.com

Sanjay Sheela

[Signature]

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Annexure- II

To,

Sub: Request for Annual Maintenance rates

Sir/Madam

Please quote your most competitive rate for the above mentioned work. The description of machines (PCs, Printers, UPS) is given in Annexure-IIA. You should quote your rate in sealed envelop in the following proforma:

Sl. No.	Machine Description #	Rate (In Rupees)*
1.		
2.		
3.		
4.		

* The rates should be inclusive of all costs.
As indicated in the description sheet

You are advised to visit the office to see the hardware on **DATE** between 3:00 pm to 5:00 pm.

The sealed envelope should reach the Office **ADDRESS** by (**DATE and TIME**).

Thanking you

Yours Faithfully

Vijay Choudhary

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Annexure-II-A

Details of Servers, Desktops, Printers and UPS

Sr No.	Desktop Description	Complete Configuration of Desktop	Quantity	Working/Non Working
1				
2				
3				
4				
Sr No	Printer Description	Complete Configuration of Printer	Quantity	Working/Non Working
1				
2				
3				
Sr No.	UPS Description	Complete Configuration of UPS	Quantity	Working/Non Working
1				
2				

Vijay Shinde

Department Name
Complaint Logbook

SINo	Date / Time	Machine Name	Number	Location	Brief Problem of Machine	Complaint Number obtained from AMC Service Provider	Signature	Status of Machine	Signature of complainant	Date / Time	Signature of Service Engineer

Signature of Head of Office

Vijay Khanna

[Signature]

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Annexure - IV

Proforma for submitting monthly report to Department of Information Technology

Name of the Company:

Reporting Month:

S.No.	Name of the department	Date on which request for rates is received	Date on which rate for AMC is submitted	Whether work is awarded (Y/N)	Remark

Vijay Shinde

[Signature]

Name of Vendor
Complaint Logbook

SINo	Date / Time	Department Name	Brief Problem of Machine	Complaint Number	Status of Machine	Date / Time	Signature of Service Engineer

Signature of Supervisor

Wijay Choudhary

[Handwritten Signature]

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DRAFT MAINTENANCE AGREEMENT

This Maintenance Agreement is made at New Delhi on _____ of _____ 2009 (Two Thousand Eight) for the period of one year from _____ to _____ between the President of India represented by duly authorised and competent officer Sh -----, Designation and Office address, Govt. of National Capital Territory of Delhi, Address New Delhi, hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one part and M/s Vendor Name, acting through its authorised representative Sh -----, only authorised by the company/Firm vide resolution number ----- dated----- (copy annexed to this maintenance agreement) with its registered office at -----, which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party. Whereas the Govt. of National Capital Territory of Delhi has the Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its Computer equipment and Peripherals installed at ----- Govt of Delhi. And whereas M/s -----, has agreed to perform the said maintenance services of the Desktops, Printers and UPS as mentioned in this agreement and limited to the Desktops, Printers and UPS covered by this agreement. Now, therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

Schedule-I - Details of Desktops, Printers and UPS(offline)

1.1 However during the currency of the agreement, the department is at liberty to add to, or delete from, this schedule any numbers of desktops, printers and UPS, if so warranted. In case of addition of work, services will be performed, the same will be done on already agreed and settled rates for the main contract maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE DESKTOPS, PRINTER AND UPS IN -----:

2.1 The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the Desktops, Printers and UPS of -----, as mentioned in Annexure - I to the full extent and satisfaction of first party for the whole period of one year i.e. from _____ to _____.

2.2 The comprehensive maintenance includes preventive maintenance/quarterly regular services of the Desktops, Printers & UPS and/or replacement of any items necessary for keeping the Desktops, Printers and UPS of -----, active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops, Printers and UPS. The replacement of the all spares (excluding printer heads, UPS batteries, printer ribbon and toner cartridges) is included under the AMC. The replacement of defective spares with good quality and

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standard spares will be done by the second party, without any extra charge of any kind.

2.3 The comprehensive maintenance shall be carried out primarily at the premises of -----, during office hours. In case, the second party feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.

2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under AMC.

2.5 Response time for maintenance call should not exceeds 2 hours.

2.6 The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 72 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party.

2.7 The Second party, will ensure 95% uptime for Desktops and other equipments failing which a penalty as proposed by the First party will be imposed. However before imposing penalty, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the second party. The breakdown time will be worked out as under:-

Total machines days (X) =(No of Desktops or Printer or UPS) * No of Working Days in a quarter

Break-downs (Y) = (No of Desktops or Printer or UPS) * No of breakdown days

Percentage uptime (Z) = ((X-Y) / X)*100

Penalty Amount =((95-Z)*quarterly payment)/100)

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 10% of the AMC amount as security deposit with the first party at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon determination or expiration of this agreement after adjusting such dues or claims or both as may remain unpaid by the second party to the first party at the time of determination or expiration of this agreement.

4.0 PAYMENT TERMS:

4.1 The total maintenance charges for one year are Rupees----- ---. The comprehensive maintenance charges shall be payable to the second party. The payment towards the Comprehensive Annual Maintenance Contract will be made

Nijay Sreed.

[Signature]

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every three months. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of bill.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one month notice and to forfeit the proportionate amount from the security deposited by the second party.

5.0 **FORCE MAJEURE:**

5.1 The Govt. of National Capital Territory of Delhi or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.

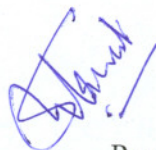
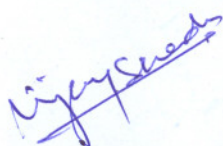
5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 **SYSTEM AVAILABILITY:**

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to Department of Information Technology, Govt. of National Capital Territory of Delhi for a decision. The decision of the department of IT will be final and binding upon both the parties.

7.0 **ASSIGNMENT:**

7.1 The second party shall not assign this agreement or any part, thereof or any benefit thereunder without the written consent of Govt. of National Capital Territory of Delhi to any other party.



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8.0 ARBITRATION:

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Lt. Governor of Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.

8.3 The venue for arbitration will be New Delhi.

9.0 THE AGREEMENT:

9.1 This document with Schedule I hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in the English language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party

Second Party

For and on behalf of President
of India

For and on behalf of
M/S-----

Name:

Name:

Designation:
(Rubber Seal)

Designation:
(Rubber Seal)

In presence of

In presence of

Witness - I
Name:

Witness - I
Name:

Address:

Address:

Witness - II
Name:

Witness - II
Name:

Address:

Address:

Vijay Shekh

[Signature]

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Schedule-I: Details of Desktops, Printers and UPS as on

Sr No.	Desktop Description	Complete Configuration of Desktop	Quantity	Working/Non Working
1				
2				
3				
4				
Sr No	Printer Description	Complete Configuration of Printer	Quantity	Working/Non Working
1				
2				
3				
Sr No.	UPS Description	Complete Configuration of UPS	Quantity	Working/Non Working
1				
2				

Vijay Kumar

[Signature]