

GOVT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF SOCIAL WELFARE  
GLNS COMPLEX: NEW DELHI  
(CARE TAKING BRANCH)

F. No. 54(433)/CCTV/EC/DSW/16-17/21355-21360

Dated: 12 MAR 2021

To,

M/s Star Spectrum Security Pvt Ltd.  
Add: 108, Jyoti Shikhar District Centre,  
Janakpuri, New Delhi-58

Sub: Award of AMC for CCTV camera installed in 10 District Offices under the jurisdiction of Department of Social Welfare.

Sir,

In reference to your quotation dated 28.01.2021 regarding AMC of cctv camera installed in 10 district offices under the jurisdiction of Department of Social Welfare, your quoted rate at the tune of **Rs. 75,520/- (Rs. Seventy five thousand five hundred and twenty only including GST) for one year wef 25.03.2021 to 24.03.2022** has been accepted by the competent authority. You are therefore directed to execute the work of AMC at given below office address on the terms and conditions as mentioned in the tender document.

Sl No.	Name of District Office with address	Telephone number
1.	District Officer, South West- C-22/23, Udyog Sadan, Qutab Institutional Area, New Delhi- 110016	26528175
2	District Officer, East, Block 10, Geeta Colony, Delhi	22450147
3	District Officer, New Delhi, 1 Canning Lane, KG Marg New Delhi	23071093
4	District Officer, South- Kasturba Niketan Complex, Lajpat Nagar- New Delhi	29819812
5	District Officer, North West-I, NPS Building , Vishram Chowk, Deaf & Dumb School, Sector -4 Rohini, Delhi	27040844
6	District Officer, North West-II, NPS Building , Vishram Chowk, Deaf & Dumb School, Sector -4 Rohini, Delhi	27056278
7	District Officer, West Nirmal Chhaya Complex, Jail Road, Hari Nagar, New Delhi -64	25547952
8	District Officer, North, 20-21 Shopping complex, Gulabi Bagh, Delhi- 11007	23652304
9	District Officer, Central, GLNS complex, GLNS Complex, Delhi Gate, Delhi	23318323
10	District Officer, North- East. Tahirpur Leprosy complex, Sanskar Ashram, Near GTB Hospital, Dilshad Garden, Delhi	22133765

Term and Conditions of the Contract of AMC  
Product Maintenance Service

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## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Product Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of all Services covered as they are mutually understood by the stakeholders.

## 2. Objective and Goals

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that both stakeholders would have read and understood the same before signing the SLA.

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.

Establish Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

## 3. Stakeholders

Following are the stakeholders associated with this agreement:

Service Provider

Buyer / Consignee

Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

## 4. Service Scope

The scope of Product Maintenance service covers upkeep & smooth working of the equipment within the user department. Service provider shall deploy trained, experienced and competent technical personnel for carrying out required Preventive Maintenance for the equipment as per benchmarked maintenance practices / OEM manuals and to Provide and maintain proper & efficient engineering services in the premises.

The Service Provider shall be required to carry out maintenance services as per the OEM service / operations manuals. Continuous efforts will be made to minimize the down time of the equipment as a part of the duties of the service provider. Deployed personnel shall help to ensure that all equipment will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out and tools & tackles required for the services will be supplied by the service provider to the personnel provided by them.

The AMC Services scope of work is Comprehensive Annual Maintenance service levels.

## 5. Comprehensive Annual Maintenance

Comprehensive AMC includes all parts of the equipment. Any defective part of the equipment has to be repaired/replaced by the Service Provider at his own cost. Parts so replaced should be new original parts of

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the OEM depending on the item under contract. This would include (Depending upon the contract Duration)

1. Preventive Maintenance Service (PMS) –Monthly
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

#### 6. Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to all the areas and rooms for providing the aforementioned services.
2. Buyer should mention the correct model numbers of equipments and spare parts to the service provider.
3. Buyer should also mention any previous break downs and repairs to the service provider.

#### 7. Service Provider Obligations

1. The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.
2. The Service Provider is required to use updated tools to examine and repair the equipments.
3. The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment which is repaired or replaced, with its proper model number and necessary details.
4. The Service Provider has to oblige the requirement of number of services mention in the contract.

#### 8. Special Terms and Conditions

1. The General Terms and Conditions defined in the Terms and Conditions for Products and Services are applicable for this Service as well.
2. The comprehensive maintenance includes preventive maintenance monthly, quarterly and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services.
3. The user Departments shall indicate the Equipment Name Quantity, Location, Invoice Date, Brief Problem of Machine (if any), make & model to enable the service provider to prepare the maintenance work.
4. All the consumable material such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.
5. Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.
6. In case of delay in attending to problems, break down of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses

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7. The annual maintenance shall be carried out primarily at the premises as specified in the work order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly.

8. In case the Service Provider fails in adhering to the daily maintenance requirements, and Buyer has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

9. The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.

10. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system.

11. A preventive quarterly maintenance report from the firm should be submitted to the nodal officer without fail.

#### 9. Response Time

1. The response time is subject to working days during working hours.

2. Ordinarily a complaint must be attended within 4 hours whenever no change of part is involved, however, in case of requirement of change of spare part, the complaint may be attended within 48 hours of its receipt.

3. All break-down complaints must be attended within 24 hours on receipt of call where change of part is required.

4. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

5. In case the system is not repaired or an alternative system not supplied within the period of 48 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 service provider.

#### 10. CCTV Data

The data of CCTV will be stored at the in-charge office where the CCTV installed and same can be views as per requirement. Further if data of CCTV has to handover to other authority in any case the approval for the same will be required from Director (SW).

#### 11. System Uptime

The breakdown time will be worked out as under:-

Total machines days(X) = (NO of equipment under AMC) \* No. of working day in a quarter.

Breakdowns (Y) = (NO. of CCTV) \* No. of breakdown days Percentage uptime =  $(X-Y)/X * 100$ .

The selected bidder shall ensure 95% uptime.

#### 12. Payment Terms

1. The payment will be made on Quarterly Basis.

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.

#### 13. PBG

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Successful bidder will be deposited 03 % PBG (Performance Bank Guarantee) of Contract Value in favor of Dy. Director (CTB), Department of Social Welfare within 15 days from the date of award the work. And also execute an agreement incorporating the terms and conditions as mentioned in the tender document.

**14. Breach of Contract**

1. A penalty to be imposed if the resolution of that is delayed above 48Hrs.
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider and the amount can be deducted from the appointed Service Provider from his due amount.
3. A penalty will be imposed in case the defined System Uptime is not met even after 48Hrs
4. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached.

**15. Penalties**

Sl. No	Service Agreement	Level	Base Line Performance	Lower Performance	Penalties for breach	
					1 Instance	2 Instance
1.	Log sheet Maintenance		Per Visit	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule		On time	Within 2 days of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services		Zero	NA	3% contract value	Termination of contract

*[Signature]*  
11/3/2021

**Section Officer (CTB)  
Department of Social Welfare**

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Dated: 19 2 MAR 2021

Copy to:-

1. PA to Director, Department of Social Welfare, GNCT of Delhi
2. PA to Special Director, Department of Social Welfare, GNCT of Delhi
3. Deputy Controller of Accounts, Department of Social Welfare, GNCT of Delhi
4. All District Social Welfare Officer, Department of Social Welfare.
5. Computer Branch with the request to upload the order on Departmental Web-Site.

*[Signature]*  
11/3/2021

**Section Officer (CTB)**