1. Subject: Empanelment of companies/firms/partnership firms etc for providing AMC for Desktops, Printer and UPS (Offline) to all departments, PSU's, 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 financially sound and technically proficient companies for empanelment through Delhi Government e-procurement platform. The notice invites technical bid was published in leading news papers.

   - Technical Evaluation Committee in its meeting dated 18.1.2013 has approved the empanelment of seven companies for providing AMC services of Desktop, Printers, Scanners & UPS (Annexure-I). The copy of the draft agreement that may be entered with them by departments/institutions is placed on IT department's website (http://it.delhigovt.nic.in). This agreement may 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. Applicability of panel

   - All Government Departments under Govt. of NCT of Delhi
   - All Autonomous bodies/local bodies under Govt. of NCT of Delhi
   - All PSUs under Govt. of NCT of Delhi
5. **Items not covered under this order**

- Serves
- Line Printers
- LAN Equipments
- Online UPS
- Laptops

Departments are advised to get the AMC for above-mentioned equipments from Original Equipment Manufacturers (OEMs) only.

6. **Procedure to be adopted by the Department for selecting AMV Vendor**

- All Govt. Department and institutions under Govt. of NCT of Delhi desirous of outsourcing AMC services for desktop, printers and UPS (offline) are advised to float limited tenders, calling commercial bids from said empanelled agencies through Delhi Government's e-Procurement platform at https://delhi.govtprocurement.com irrespective of tender amount/number of computer printers, UPS(offline) etc. Departments/Institutions are not required to carry any technical evaluation, which has been done by Department of IT, GNCTD.

- A standard form indicating the number of desktops, printers, UPS(offline), their make & complete technical configuration, month and year of purchase may be incorporated in e-tender form from inviting commercial bids (Annexure-II & II A).

- It is generally uneconomical to ask for the services of an onsite maintenance engineer unless number of machines are in excess of 100 in one building.

7. **Responsibility of Department**

Department must ensure that all these equipments are in working condition before floating of tender notices 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 at (http://it.delhigovt.nic.in).

8. Performance Guarantee

- Department will obtain performance guarantee in the form of Bank Guarantee equivalent to 10% of the value of contract at the time of awarding work contract from the selected agency.

- The performance Guarantee shall be valid for a period of sixty days beyond the date of completion of all contractual obligations.

- In case, the company/firm/partnership firm is not providing satisfactory services, the departments/institutions are advised to forfeit Bank Guarantee after fulfilling due process of law.

9. Responsibilities of Vendors

- All the empanelled company/firm/partnership firms shall respond to each and every tender notice by the departments, PSU’s, 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 agencies is poor, the departments are also advised to inform the department of IT, the name of agencies that have failed to respond to the tender notices for initiating appropriate action against them.

- The empanelled agencies 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.
10. This order is applicable to all departments/PSUs/local bodies/autonomous bodies of GNCTD.

11. 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 are as under:-

Mr. Vivek Mittal
Deputy Secretary (IT),
Department of Information Technology
9th Level, B-Wing, Delhi Secretariat
Tel No. 011-23392457

(Vivek Mittal)
Deputy Secretary (IT)

No. F.3(3)/2004/IT/Pt.III/

Copy to:-
- All Pr. Secretaries / Secretaries / HODs, GNCTD
- Chairman /MDs of PSUs under GNCTD
- All Head of Local Bodies / Autonomous Bodies
- All Secretaries to the Hon’ble Ministers
- All Empanelled Vendors as per Annexure-I

Copy for Information to:-
- OSD to Chief Secretary, GNCTD
- PS to Pr. Secretary to L.G.

(Vivek Mittal)
Deputy Secretary (IT)
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the Company/Firm/Partnership Firm</th>
<th>Address</th>
<th>Contact Person</th>
<th>Contact Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vignay Composites Pvt Ltd</td>
<td>110056</td>
<td>Pushpa Jeevan, New Delhi 12</td>
<td>26430397</td>
<td><a href="mailto:vignaycomposites@gmail.com">vignaycomposites@gmail.com</a></td>
</tr>
<tr>
<td>2</td>
<td>Compuvin - India Pvt Ltd</td>
<td>110092</td>
<td>Sala, Vikas Marg, ISCE New R琪null</td>
<td>2248888</td>
<td><a href="mailto:compuvin@gmail.com">compuvin@gmail.com</a></td>
</tr>
<tr>
<td>3</td>
<td>Acron Network Technologies</td>
<td>110002</td>
<td>B-edu, Vikas, ISCE New R琪null</td>
<td>1318120600</td>
<td><a href="mailto:acronnetwork@gmail.com">acronnetwork@gmail.com</a></td>
</tr>
<tr>
<td>4</td>
<td>Cost Syncom Pvt Ltd</td>
<td>110060</td>
<td>1/F, Room No 101, l/r, New Dehli-110085</td>
<td>61109666</td>
<td><a href="mailto:costsyncom@gmail.com">costsyncom@gmail.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Silver Touch Technologies Limited</td>
<td>621688</td>
<td>6 block, nanking place, New Dehli-110066</td>
<td>8032388633</td>
<td><a href="mailto:silvertouchtechnologies@gmail.com">silvertouchtechnologies@gmail.com</a></td>
</tr>
<tr>
<td>6</td>
<td>E-Biz Inntech Solutions</td>
<td>32695686</td>
<td>Swamy Loy, Himajishan Jain 9716900400</td>
<td>32695686</td>
<td><a href="mailto:ebizinntechsolutions@gmail.com">ebizinntechsolutions@gmail.com</a></td>
</tr>
<tr>
<td>7</td>
<td>H/o Systems) H. M. Sel Surya Pvt Ltd (Formerly Kalyan Systems)</td>
<td>88329969</td>
<td>RPG Floor, Phase 2, New Dehli-110080</td>
<td>9823933969</td>
<td><a href="mailto:systems@hmsel.com">systems@hmsel.com</a></td>
</tr>
</tbody>
</table>
Details of Servers, Desktops, Printers and UPS

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Desktop Description</th>
<th>Complete Configuration of Desktop</th>
<th>Quantity</th>
<th>Working/Non Working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Printer Description</th>
<th>Complete Configuration of Printer</th>
<th>Quantity</th>
<th>Working/Non Working</th>
</tr>
</thead>
<tbody>
<tr>
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<td>3</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>UPS Description</th>
<th>Complete Configuration of UPS</th>
<th>Quantity</th>
<th>Working/Non Working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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</tr>
</tbody>
</table>

3. Validation
To,


Annexure- II

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-II A. You should quote your rate in sealed envelop in the following proforma:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Machine Description #</th>
<th>Rate (In Rupees)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

* 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 6:00 pm.

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

Thanking you

Yours Faithfully
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 his 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
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 exceed 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:-

\[
\text{Total machines days (X) } = (\text{No of equipment under AMC}) \times \text{No of Working Days in a quarter}
\]

\[
\text{Break-downs (Y) } = (\text{No of Desktops or Printer or UPS}) \times \text{No of breakdown days}
\]

\[
\text{Percentage uptime } = \left( \frac{(X-Y)}{X} \right) \times 100
\]

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
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 as 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 hereinafore.

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.
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

For and on behalf of President of India

Name:

Designation:
(Rubber Seal)

In presence of

Witness – I
Name:

Address:

Witness – II
Name:

Address:

Second Party

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

Name:

Designation:
(Rubber Seal)

In presence of

Witness – I
Name:

Address:

Witness – II
Name:

Address: