11.2 Information Technology - Guidelines for AMC for Computers in use at Government Departments, Public Sector Undertakings / Boards-orders-Issued.

INFORMATION TECHNOLOGY DEPARTMENT

G.O. (Ms.) No.1 Dated : 03.03.2005

Read:

D.O. No.6758 / P&D / 97, dated 28.4.1998.

ORDER

In the D.O. read above, Guidelines for purchase of computers were issued. In paragraphs 4.1.(c) and 5 of the guidelines details of the Annual Maintenance Contract (AMC) and charges for AMC were specified.

The technological advancements in computer hardware, software and communication are very rapid and continuous. Computerisation is in progress in almost all State Government Departments and Government Organisations. A Number of requests are received on fault clearance in Personal Computers (PCs) and maintenance support.

Considering the ever growing requirements of maintenance of computers and accessories, the Government issue the following Guidelines for Annual Maintenance Contract (AMC) for the Computers and accessories maintained in Government Departments and Government organisations.

General Guidelines: "qualifying clause":

1. The Original Equipment Manufacturer (OEM) Vendor who supplied the Computer Systems must be the AMC Provider in the first instance, due to the Computer Procurement Guidelines in force at present – viz –awarding of marks based on 'The Life cycle cost' of a computer which includes AMC costs after the warranty period. As a second option, The AMC Service Provider – (here-in-after referred to as Vendor), should have done a minimum of Rs.2 Crores (Two crores) AMC Business in Tamil Nadu in the preceding 3 years time, prior to submitting quote for AMC and must be a registered IT / IT Services / IT Manufacturing / ITES company by the same name as the quoting company.

2. Vendor should have qualified service engineers within the city limits or within 5 K.M. distance to the location of Government office seeking to enter into AMC agreement

3. Vendor should not have been blacklisted in any of the Government Departments and shall provide an affidavit sworn to that effect or specific waiver may be considered after one year if the Vendor has obtained any quality certification like ISO 9000, after the blacklisting so as to show improvement in performance

4. Should have referrals from a minimum of 3 Government Offices / Departments for the satisfactory completion of AMC over the preceding 2 years from the date of the quote and must submit 'NIL' downtime report for the above period of AMC for similar or higher capacity computer systems

5. Vendor should have a quality certification such as ISO 9000, for the IT Support services / AMC

6. Vendor should have own service / repair station with adequate stock of spares in Tamil Nadu at more than one location.

"AMC Includes clause":

7. Vendor should have a proper complaint – call - registration procedure, follow-up etc. and provide traceability of all complaints from registration to call clearance; Vendor shall issue a customer service slip after every service visit, clearly indicating the time of call by the user Department, time of attendance of the fault by the AMC holder, nature of fault observed and whether cleared or not, 'if under further observation, then whether normal usage can be continued?, and details of subsequent visit after 2 days of observation, closure of call, clearance of fault and any other relevant information.

8. Vendor should provide equivalent standby units where clearance of a fault is likely to take beyond 2 days due to delays in sourcing of spares etc., and may affect the Business Process of the Government Office.

9. AMC payment (Total, not exceeding the 10% of Hardware and System Software initial procurement costs) by user Department can be made in two equal installments for each year of AMC duration, clearly mentioning the period of AMC, when there is no downtime. Downtime will be recorded for faults or complaints pending beyond two days after the registration of complaints by the user Department with the AMC Holder. The AMC holder shall give unique complaint registration number and such relevant details as to the registration process leading to timely clearance of faults within 2 working days. For complaints pending beyond 2 days, a downtime record will be created by the user department and pro-rata deduction of penalty amount will be effected for payments due to the AMC Holder at the end of the half year period of the contract for the number of days the computer systems are not available for use from the call registration date. The User Department shall ensure prompt payment to the AMC holder to enable them maintain the committed Service Level Agreement / Quality. At the end of each half year, all necessary downtime certificates (where there is 'Downtime') or 'NIL' downtime – meaning all faults/complaints were cleared within 2 working days etc., will be issued by the user department within a week after the expiry of the six month period (first / second half year) to the AMC holder to enable them submit their half- yearly AMC bills along with Down Time certificates etc. Even, when there is 'NIL' Downtime, the user shall certify whether the computer equipment is in use and is in satisfactory working condition or not.

10. At the end of the AMC – contract period, both the user and AMC holder shall certify separately that the Computer systems / Electronic Devices are in satisfactory working condition and that no faults or complaints are pending.

11. The AMC Holder shall submit a bank guarantee to the value of 40% of the total annual contract value, which shall be forfeited by the AMC Holder if they are not able to provide fault clearance in time or if overall downtime of the Computer systems exceeds 30 days in an annual contract. 50% of the bank guarantee amount (or 20% AMC value) will be forfeited if the downtime

of a computer peripheral like printer / scanner / tape drive exceeds 30 days in an annual contract. For all mission critical systems, the penalty may be fixed higher based on the loss of the device in serving the Govt. Business Process.

Table of Reference for Penalty:

Sl. No.	Type of Computer / Eqpt.	Suggested Downtime- Penalty
1	Server Computers	Rs.1000/- per day after 2 Days for every day / part thereof
2	All Client Computers (General use)	Rs.100/- per day
3	All Client Computers (Public Counters use)	Rs.300/- per day
4	High Speed Line Matrix Printer	Rs.500/- per day
5	Heavy duty Laser Printers	Rs.300/- per day
6	All other printers	Rs.100/- per day
7	Parts of computer failures will be treated as Computer Failure	Same as Computers
8	If Equivalent standby is given within 2 days, DOWNTIME is NIL	'NIL' Penalty
9	Downtime > 30 days for mission critical servers / computers / peripherals	50% of Bank Guarantee or higher

12. AMC agreement with computer/printer/UPS/electronic equipment vendor must include all components as a Comprehensive AMC agreement. For post warranty Print-Head replacements the AMC Contractor must procure the DMP-Print-head from the OEM-Vendor (OEM :Original Equipment Manufacturer) of that Dot Matrix Printer (DMP) and the OEM-DMP-Print Head cost at list price / lesser, may be reimbursed by the user department, subject to quality of the product being established by the AMC-Contractor. Similarly for the SMF- or MF batteries of the UPS etc. beyond the warranty period, battery costs will be paid by the user as per list price / lesser.

"AMC Excludes Clause" : AMC will not include computer stationary like paper / ribbons / laser printer toners / inkjet & tape cartridges. However, comprehensive AMC includes all plastic items, knobs, movable / rotational parts necessary for normal operation of the original equipment excluding only the stationary items like tapes, ribbons, toners etc.

AMC – Contract Details Form: **IT2k4-AMC-CDF-1:**

AMC – Downtime Details Form: **IT2k4-AMC-DDF-2:**

AMC – Service-Period Completion Form: **IT2k4-AMC-SCF-3:**

[as in **Annexure - Reference Forms:]**

13. This order issues with the concurrence of Finance Department vide its U.O. No.3940/FS/P/04, dated 9.12.2004.

(By order of the Governor)

VIVEKHARINARAIN
Secretary to Government

Annexure to G.O.Ms.No.1, Information Technology Department, dated 3.3.05

Annexure - Reference Forms:

AMC – Contract Details Form: **IT2k4-AMC-CDF-1:** [This form may be used to indicate the contract agreement with the AMC Vendor]

1. **Govt. Office Name and Location:**
2. **AMC Vendor Name:**
3. **AMC Vendor Local Address:**
4. **AMC Vendor Office** (H.O./ Regional Office) Address:
5. **AMC Contract Office Address:**
6. **AMC Contractor – Call Coordinator Name:**
7. **Phone Numbers:**
8. **Email-Id:**
9. **Docket number- for complaints of this Govt. Organisation:**
10. **AMC Location**
11. **AMC Period - Start Date: End Date:**

Computer Eqpt. Type / name, Make & Model 12.	No. of Eqpts. 13.	Serial Number of Eqpts. 14.	AMC Value (unit rates) 15.	Total value of AMC for this type 16.

Total AMC for all the above Equipments

Signature of Vendor **Signature of IT-in-Charge**

AMC – Downtime Details Form: **IT2k4-AMC-DDF-2:** [This form may be used once a month or once in a half year]

1. **Office Name and Location:**
2. **AMC Vendor Name:**
3. **AMC Vendor Local Address:**
4. **AMC Vendor Office** (H.O./ Regional Office) Address:
5. **AMC Contractor – Call Coordinator Name:**
6. **Phone Numbers:**
7. **Email-Id:**
8. **AMC Period - Start Date: End Date:**
9. **Unique-Ids for the complaints of this Govt. Organisation: [**List of Docket Numbers for all Complaints which were cleared after 2 working days**]**

Type of Computer Eqpt. name, Make & Model 10)	Eqpt. Sl. No. 11)	Fault reporting Date 12)	Docket No. 13)	Fault Clearance Date 14)	Downtime > 2 working Days or part thereof: (in Days) 15)	Penalty (Rs.) 16)

Total Penalty for the month / half year:

Signature of Vendor **Signature of IT-in-Charge**

AMC – Service-Period Completion Form: **IT2k4-AMC-SCF-3:** [This AMC Period Service Completion-status Form – to be filled up at one month prior to end of period]

1. **Office Name and Location:**
2. **AMC Vendor Name:**
3. **AMC Vendor Local Address:**
4. **AMC Vendor Office** (H.O./ Regional Office) Address:
5. **AMC Contractor – Call Coordinator Name:**
6. **Phone Numbers:**
7. **Email-Id:**
8. **AMC Location**
9. **AMC Period - Start Date: End Date:**

Computer Eqpt. Type / name, Make & Model 10.	No. of Eqpts. 11.	Status of Computer / Eqpt. At end of AMC: Working in Good Condition: Yes / No 12.	Serial Number of Eqpts. 13.	AMC Value (unit rates) 14.	Total value of AMC for this type 15.

Total AMC for all the above Equipments

Signature of Vendor **Signature of IT-in-Charge**