CIRCULAR

Various Government departments and organizations have been acquiring IT infrastructure viz. ICT Equipments (PCs, Laptops, Servers, Printers, Scanners, UPSs etc.), Networking (Switches, Routers etc.) and Software (Operating System, System Software etc.), as a part of e-Governance initiatives undertaken by the State. The timely maintenance of these IT infrastructures is very much essential after the expiry of warranty period.

Although the exhaustive Guideline for Annual Maintenance Contract (AMC) of IT Infrastructure (Version 1.0) is in place, it is observed that most of these departments/Organizations are reluctant to execute the AMC by their own citing reasons of non presence of IT domain expert at their end and staff not having required experience in IT domain. This has resulted into non-functioning of most of the IT Infrastructure, affecting the day-to-day business processes of Government Departments/Organizations.

To address this issue, Department of Information Technology has updated the Guideline for Annual Maintenance Contract of IT Infrastructure (Version 2.0) and Info Tech Corporation of Goa Limited (Government of Goa Undertaking) is identified as the State Designated Agency (SDA) for executing the AMC of IT Infrastructure for all Government departments and organizations. The guidelines may be downloaded from the Official Portal of Government of Goa i.e. http://goa.gov.in.

All Government departments & organizations including Info Tech Corporation of Goa Limited (SDA) are requested to strictly follow these guidelines for timely & effective execution of Annual Maintenance Contract.

The charges to be paid to SDA for execution of AMC include the following:

- AMC charges : Lowest quote offered by empanelled AMC Vendor to SDA
- Service charges of SDA : 7% of the AMC charges
- Service Tax on Service Charges of SDA : Calculation as per applicable Service Tax
This issues with the approval of Government vide U. O. No. 7457/F, dated 16/08/2013, and concurrence of Finance vide U. O. No. 1803/F, dated 02/08/2014.

**Note:** NOC from Department of Information Technology is not required for entering into Annual Maintenance Contract.

(Nilesh B. Fal Dessai)
Director (IT)

To:

1. OSD to Hon’ble Chief Minister, Minister Block, Secretariat, Porvorim - Goa
2. Under Secretary to Hon’ble Dy. Chief Minister/Minister (IT), Minister Block, Secretariat, Porvorim - Goa
3. Under Secretary to Chief Secretary, Secretariat, Porvorim - Goa.
4. P.A. to all Secretaries, Secretariat, Porvorim - Goa.
5. Heads of all Government Departments & Organizations.
7. Office Copy
8. Guard File
Guidelines
For
Annual Maintenance Contract of
IT Infrastructure

Department of Information Technology
Government of Goa

(Version 2.0)
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<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
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<tr>
<td>DoIT</td>
<td>Department of Information Technology</td>
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<td>IT</td>
<td>Information Technology</td>
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<tr>
<td>ITES</td>
<td>Information Technology Enabled Service</td>
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<tr>
<td>SDA</td>
<td>State Designated Agency</td>
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<tr>
<td>ICT</td>
<td>Information &amp; Communication Technology</td>
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<tr>
<td>GoG</td>
<td>Government of Goa</td>
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<tr>
<td>UPS</td>
<td>Uninterrupted Power Supply</td>
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<tr>
<td>PSU</td>
<td>Public Sector Organizations</td>
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<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
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<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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</table>

Definitions:

In this document, the following terms shall be interpreted as indicated below:

- "State Designated Agency" means a nodal agency for execution of AMC for all IT Infrastructure for Departments/Organization under GoG.
- "AMC Vendor" means the AMC Service Provider identified by SDA for the execution of AMC in Government Departments/Organizations.
- "IT Infrastructure" means equipment, systems, software, and services used in common across Government Departments/Organizations regardless of mission/program/project and serves as the foundation upon which mission/program/project-specific systems and capabilities are built.
- "Unsatisfactory" means failure of AMC Vendor to provide AMC services proactively or repeatedly failing to provide AMC services as per defined SLA.
1. Background

The Department of Information Technology was created with an aim of Promoting and Developing the IT Industry in planned manner, and in order to keep pace with rapidly growing IT Industry.

The Department of Information Technology has been created for evolving suitable IT programme with the basic philosophy to realize the dream of taking the benefits of Information and Communication Technology to the masses of Goa. Thus, aims towards creating an e-Citizen for all transactions and for all-purpose and making Goa as an “Intelligent State” of the decades.
2. Objective

The technological advancements in Information & Communication Technology are very rapid and continuous. The e-Governance Application development is in various stages of implementation in almost all State Government Departments & Government Organizations. The various Government Departments & Organizations has setup this IT Infrastructure for use of e-Governance Application. In order to get efficient management of IT Infrastructure existing in their Offices, a number of requests are received from these Departments & Organizations. Maintenance of this IT Infrastructure is absolutely necessary.

It is therefore felt that Guidelines must be in place to address the concerns for management of IT Infrastructure in various Departments and Organizations under the Government.
3. AMC Guidelines

3.1 Applicable to
- All Government Departments/Institutions under GoG
- All Corporations/Autonomous Bodies/PSUs/Local Bodies under GoG

3.2 Grounds for AMC

As and when the default warranty period of IT Infrastructure in a Government Department/Organization expires, it is mandatory for the respective Department/Organization to enter into AMC with SDA for that particular IT Infrastructure based on AMC guidelines.

3.3 Validity of AMC

Normally the AMC shall be taken up beyond the warranty period and not exceeding five (5) years life-span of IT Infrastructure, however shall be extended further at the sole discretion of Department/Organization. Even within the AMC period, the SDA and Department/Organization has to jointly review the performance of the AMC Vendor on half yearly basis during AMC period.

3.4 Eligibility Criteria for AMC Vendor

The AMC Vendors shall possess the following minimum criteria for eligibility:-

3.4.1 The AMC Vendor shall have a registered IT/IT Services/ITES office in the State of Goa by the same name as the quoting company in the State of Goa for last two (2) years.

3.4.2 The AMC Vendor shall have the experience of providing AMC Services for IT infrastructure in Government Departments/Public Sector Undertaking/Banks/Financial Institution/ Central Autonomous Bodies/State Autonomous Bodies/ reputed firms during the preceding two (2) years.
3.4.3 The AMC Vendor shall have minimum five (5) qualified Service Engineers on its own pay roll within the State of Goa with at least one year experience in respective areas.

3.4.4 The AMC Vendor shall have a turnover of minimum Rs. 20 Lakhs during the preceding two (2) financial years time.

3.4.5 The AMC Vendor shall neither have any pending case with the GoG, nor be blacklisted or barred by GoG from rendering services to any of the Government Departments/Organizations at the time AMC. The AMC Vendor shall give an undertaking to support this criteria.

3.4.6 The AMC Vendor shall submit authentic documentary evidence to support the eligibility criteria.

3.5 Selection of AMC Vendor

3.5.1 The SDA shall empanel the various AMC Vendors based on the AMC guidelines, which shall be valid for a period of two (2) years. However for providing AMC of Server and UPS (Online 5KVA & above), the AMC Vendors shall possess authorization letter from the concerned OEM.

3.5.2 The SDA shall invite quotations from the empanelled AMC Vendors to determine the lowest (L1) quote for IT Infrastructure. Thereafter;
   a) The SDA shall than place before the empanelled AMC Vendors a list of the lowest (L1) rates obtained for each of the IT Infrastructure Component/Services
   b) All the empanelled AMC Vendor shall be given an opportunity to match the lowest (L1) rates obtained for each of the IT Infrastructure equipment obtained by SDA.
   c) Before placing the AMC order of any Department/Organization/office on the AMC Vendor, the SDA will communicate to the empanelled AMC Vendors about their willingness to carry out the respective AMC. Based on the acceptance communications received by SDA from the empanelled AMC Vendors, the AMC order will be awarded. The
objective is to provide prompt and efficient AMC service to the various Departments/Organizations that are spread across the State.

d) Preference will be given to the empanelled AMC Vendors willing to undertake the AMC of all/maximum ICT equipment at the determined L1 rate for any Department/Organization/Office.

e) The SDA will be the final authority who will decide on which AMC Vendor the AMC contract should be awarded. The decision of the SDA will be final in this regard.

3.5.3 The SDA can negotiate with the lowest quoted vendors for any reduction in rates before the matching of L1 rates.

3.5.4 The quote shall be valid for a period of one (1) year only. The SDA shall finalize the next tender well within the validity of the last tender so that the next tender is finalized on time.

3.6 General Guidelines

3.6.1 The AMC shall be on-site comprehensive, covering both preventive as well as corrective maintenance of IT Infrastructure.

3.6.2 The AMC Vendor shall maintain adequate stock of spare parts for smooth execution of AMC Contract.

3.6.3 The AMC Vendor shall check all the equipment before taking the AMC Contract and those ICT equipment which are not working will be first repaired on approval of Department/Organization and SDA, and then taken under AMC. The cost of the repairs will be borne separately by the Department/Organization.

3.6.4 Under corrective maintenance, any defects in the IT Infrastructure shall be rectified, and all defective components of IT Infrastructure necessary for normal operation, except Consumables such as tapes, ribbons, toners, cartridges, UPS Batteries etc., are to be replaced with the respective OEM products/parts of equivalent or higher make/configurations, free of cost to the Department/Organization. If the respective OEM products/parts are not available for any reason, the AMC Vendor shall replace the defective products/parts with similar or higher make/configurations by taking
written consent of the SDA for the type of products/parts being replaced and its warranty. However problems caused by electric failure/surge, lighting, floods, physical damage, etc., shall not be covered under AMC.

3.6.5 Preventive Maintenance activity shall include updation of Service packs, drivers & Operating System patches, physical cleaning & testing of equipments, carrying out system diagnostic tests & taking remedial action, point-to-point connectivity test etc. At least one preventive maintenance activity shall be scheduled per quarter during the maintenance period.

3.6.6 The Department/Organization shall initiate the process of AMC of IT Infrastructure well in advance, preferably three (3) months before expiry of warranty period of IT Infrastructure.

3.6.7 The Departments/Organizations shall identify the IT Infrastructure to be taken up for AMC and approach the SDA with necessary details as per Annexure-I.

3.6.8 The SDA shall sign the agreement with the selected AMC Vendor in compliance with the AMC Guidelines.

3.6.9 The AMC Vendor shall maintain the entire IT Infrastructure under the AMC Contract in proper working condition throughout the Contract period to provide consistent AMC support to the Department/Organization.

3.6.10 The SDA shall provide a detailed Service Escalation Matrix with contact details (escalation hierarchy, contact person, number, address and e-mail) to which the Department/Organization shall contact for AMC support. The AMC Vendor has to perform as per the defined Service Level Agreement (SLA), and any deviation to the SLA shall attract penalty as per the agreement signed between SDA & the AMC Vendor.

3.6.11 The repair/replacement of defective products/parts shall be carried out at the office premises of the Department/Organization only, and not to the repair centers. If the fault is of serious nature and requires the support of the repair centre, thereby necessitating shifting of the equipment, then the shifting/transportation, installation, re-installation, and loading of the software packages shall be carried out at no additional cost to the
Department/Organization and with prior approval of Department/Organization.

3.6.12 If the faulty equipment is required to be carried out of the office premises of the Department/Organization, which may affect the business process of the Department/Organization, then equivalent standby equipment has to be provided until the original equipment has been repaired and brought back and installed successfully.

3.6.13 There shall be at least 90% uptime on all working days in respect of IT Infrastructure covered under AMC, except for Servers and active networking equipments which shall have 99% uptime. The uptime shall be computed on calendar month basis in a non-cumulative manner.

3.6.14 Any activity, as a part of AMC, that requires stopping of services or shutdown of equipments shall be carried out in consultation with the Department/Organization after necessary intimation, and this activity shall be taken up only during the non-working hours or on holidays in order to reduce non-availability of services.

3.6.15 The down-time penalty charges if not rectified within the stipulated time shall be as follows:

<table>
<thead>
<tr>
<th>Response Time</th>
<th>Period</th>
<th>Penalty that shall be levied by the SDA to the AMC Vendor</th>
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<tbody>
<tr>
<td></td>
<td>Above 24 Hrs &amp; below 48 Hrs</td>
<td>Warning</td>
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<tr>
<td></td>
<td>Above 48 Hrs &amp; up-to 1 Week</td>
<td>1% of the equipment AMC cost per day</td>
</tr>
<tr>
<td></td>
<td>Above 1 Week</td>
<td>SDA may get the same rectified from outside &amp; the cost towards rectification will be borne by AMC Vendor</td>
</tr>
</tbody>
</table>
3.6.16 In case of large volumes of IT Infrastructure i.e. 100 plus, covered under AMC, the AMC Vendor has to provide appropriate certified skilled resident engineer at the Department/Organization site. The resident engineer shall report to the Department/Organization on all working days during office hours, and the record of the same shall be maintained at Department/Organization in the Health card.

3.6.17 In case of failure of the AMC Vendor in rectifying the faults within stipulated period as defined in the SLA, the downtime shall be recorded in the Health Card. The SDA shall validate the downtime against the committed service levels and the downtime penalty charges as defined shall be deducted from the subsequent installment of AMC charges to the AMC Vendor and passed to the respective Department/Organization.

3.6.18 If the AMC service provided by the AMC Vendor is found unsatisfactory, the Department/Organization shall give written complaint to the SDA. In such case, SDA shall ensure that the AMC Vendor provides satisfactory service to the Department/Organization.

3.6.19 The SDA and Department/Organization shall jointly review and monitor the performance of the AMC vendor on a half yearly basis & the same shall be recorded by SDA for future reference.

3.6.20 The Department/Organization shall release yearly payment to the SDA in equal installments as a advance towards the maintenance charges on commencement of each year. Additionally all the applicable service charges/fixed margin charges towards execution of AMC shall be released to SDA by the Department/Organization in a single installment before the commencement of AMC.

3.6.21 The payments towards the AMC charges shall be released to the AMC Vendor by SDA after the expiry of each half year, and after getting certificate of good performance from the SDA in consultation with Department/Organization. Any increase or decrease of taxes, duties or prices of components, etc., shall not affect the AMC rates during the entire period of AMC contract.
3.6.22 The AMC Vendor shall not sub-contract the AMC to any Organization, person, firm or its franchisee. If, at any time, it comes to the notice of the SDA that such sub-letting has been done, then the SDA, at its discretion, may terminate the contract without referring the matter further to the AMC Vendor, and such Vendor shall be liable for blacklisting.

3.6.23 The Health Card shall be maintained by AMC Vendor in the Department/Organization for all IT Infrastructure covered under AMC. The AMC Vendor shall record therein each incident of IT Infrastructure malfunction, date/time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the IT Infrastructure along with description of the malfunction and the root cause thereof.

3.6.24 It shall be the responsibility of the AMC Vendor to keep IT Infrastructure in working condition. If the services of the AMC Vendor are found unsatisfactory during the AMC period or if the AMC Vendor fails to carry out any of its obligations/duties mentioned as per the agreement, the SDA may terminate the contract by giving one month’s notice to the AMC Vendor in writing.

3.6.25 The AMC Contract may be terminated by the AMC Vendor by giving one month’s notice in writing to SDA. If the notice period is not given or if a shorter notice is given by the AMC Vendor, any maintenance costs and /or damages incurred by the SDA to support the maintenance of IT Infrastructure contracted to the AMC Vendor till alternate arrangement is made, shall be deducted from the dues payable to the AMC Vendor, or shall be paid by the AMC Vendor on demand if such dues fall short of such costs.

3.6.26 In case of termination of AMC contract, the SDA shall ensure to execute the AMC of IT Infrastructure through alternate arrangement in compliance with AMC guidelines.
3.6.27 At the end of each AMC contract, the SDA in coordination with Department/Organization shall certify that the IT Infrastructure is in satisfactory working condition and that no faults or complaints are pending from AMC Vendor.

3.6.28 The DoIT reserves the right, at its sole discretion, to review and update the AMC Guidelines as and when required.
ANNEXURE-I

(For the use by Government Departments/Organizations)

Name of Department/Organization: ____________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of IT Infrastructure</th>
<th>Make/Brand</th>
<th>Model</th>
<th>Serial Number</th>
<th>Purchase Cost</th>
<th>Purchase Date</th>
<th>Warranty Expiry Date</th>
<th>If under AMC, Expiry date of AMC</th>
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