

## GOVERNMENT POLYTECHNIC, BRAMHAPURI

### TERMS & CONDITIONS FOR NON COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTER MACHINES

1. The AMC for the computers and peripherals (Printer, Scanner & Sharing Devices) shall be for period of one year. The total AMC charges will be paid in a 4 quarterly installments after completion of each quarter. **The second party** (Service provider) should submit the quarterly total bill in the Name of **first party** (Principal, Government Polytechnic, Bramhapuri) and the payment shall be made as and when available within financial year.
2. The Non Comprehensive AMC of Computer (HP, HCL, Lenovo, Sony, Acer, etc.) of the college shall be carried out in the supervision of Head, Computer Engineering Department of the college.
3. 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 Non comprehensive maintenance of the computer will be full extent and satisfaction of first party for the period of three year.
4. Spares (if any) required for Computer Machine, Shall be provided by the consent department of institute as per requirement of the maintenance as subjected/checked/verified by computer department.
5. Upon receipt of spares or in case of software problem, Second party should repair the computer machine within 24 hours, for which no TA/DA will be provided to the technician/(s) visiting to the institute.
6. The quoted rates for maintaining the computer machines shall be per year per machine including GST. No other allowances other than this will be entitled through this annual maintenance contract.
7. Since this contract period is for 1 (One) years, party has to sign the contract on Rs.100/- stamp paper with this institute after due consideration from the institute side.
8. At the time of signing contract, shortlisted party have to submit the bank Guarantee of the contract amount within a week after allotment of the contract.
9. The Non comprehensive maintenance includes preventive maintenance, Monthly regular services of the computer and/or replacement of any items necessary for keeping the computer active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time set right the malfunctioning of the Computer.
10. The Non comprehensive maintenance shall be carried out primarily at the premises of the College during office hours, In case , the Second party feels that the equipment's cannot be repaired on site, they will carry the defective equipment with the consent of the Head, Computer Engineering Department, Government Polytechnic, Bramhapuri after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.
11. The Second party will depute one technical person at G.P. Bramhapuri Campus to attend on spot the complaints for any minor defect and technical person will register the complaint on the

complaint register with date and time and record the date & time of clearing the fault with satisfactory report signed by the concerned officer of the Department/College.

Further the second party would depute one technical person for attending the computers machine of the College.

12. In emergency situation, response time for maintenance call should not exceed 4 hours.

13. On making violation of any condition of this contract, Principal Government Polytechnic, Bramhapuri reserve the right to cancel the contract and recover the proportionate amount of non-serviced period with 10% interest through the bank guarantee.

14. 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.

#### **SECURITY DEPOSIT**

1. The Second party shall deposit 100% of the AMC amount as performance security in the form of bank guarantee from a bank in favour of the Principal, Government Polytechnic, Bramhapuri payable Bramhapuri at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination 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 termination or expiration of this agreement.

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