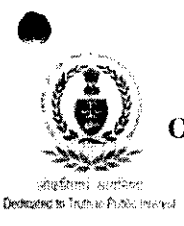


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प्रधान महालेखाकार का कार्यालय(ले. व ह.), मणिपुर, इंपाल  
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), MANIPUR: IMPHAL  
<https://cag.gov.in/ae/manipur/en>

**AGREEMENT**

Articles of agreement made and entered in to this day 1<sup>st</sup> April, 2022 Between **the Pr. Accountant General (A&E), Manipur, Imphal** and **M/s R.D. Traders, MG Avenue, Thangal Bazar, Imphal, Manipur** hereinafter referred to as the contractor.

Where the contractor has contracted with the PR. ACCOUNTANT GENERAL (A&E), Manipur, Imphal acts in the office premises for and on behalf of the PR. ACCOUNTANT GENERAL (A&E), Manipur, Imphal in respect of Comprehensive AMC of Computer Hardware and Peripherals including UPS at this office for a period of 1(one) year w.e.f. 1<sup>st</sup> April 2022.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to those present in the manner following:-

That if the said contractor shall and will well and truly execute/perform the works contracted to be performed by them and observe, perform and fulfil the contract entered into the satisfaction of the Pr. Accountant General (A&E), Manipur, Imphal.

**The maintenance service with the following conditions includes:-**

1. One service engineer holding hardware engineering qualification and at least 3 years experience will have to be stationed by the vendor. The said engineer should be equipped with mobile phone for quick communication. The Engineer is to be present in this office for the full tenure of this office working hours for carrying out maintenance/service. The attendance of the service engineer would be maintained by this office.
2. The contract includes support like installation of internet service and other software support as per requirements of the user including operation system. The memory back-up of each computer shall be maintained by the firm on regular basis. Complaints regarding server have to be necessarily rectified/resolved within 2 hours of complaint, failing which the repair will be carried out by any external engineer on payment basis, and the cost of hiring such engineer will be recovered from the quarterly AMC bill of the AMC holder.
3. No component(s)/spare(s) shall be removed without informing the Competent Authority.

*[Handwritten signatures]*

4. A detailed Annexure showing the total number of component(s)/computer(s)/equipment(s)/ printer(s) and other accessories etc., for which AMC is covered, age given in Annexure.
5. Log Book for maintenance/services of each equipment is to be maintained and verified on monthly basis. Breakdown calls are to be attended immediately by resident engineer and rectified within 24 hours. In case the repair of the hardware requires considerable amount of time, the AMC holder will have to provide a temporary replacement.
6. The performance will be monitored during the first three months and if the performance is not found satisfactory, contract may be terminated.
7. The firm shall carry out periodic check up of all the equipments under contract and take necessary maintenance/replacement of parts on regular basis.
8. It shall be the responsibility of the firm to make all the computer works satisfactorily through the contract period and also handover the system to this Department in working condition on the expiry of this contract.
9. Unauthorised attendance/abnormal usage and tempering with or repair of the equipment at any time under any circumstances whatsoever by anyone with the exception of our authorized representative will render the contract null and void without prejudice to other rights. All failures resulting from the above will be rectified on additional chargeable basis.
10. Maintenance of software shall cover restoration, debugging and updating the system including Virus protection/removal and operation system/system software installation.
11. The contract for AMC covers all items i.e. CPU, Memory, Monitor, Network Equipments, Speakers, Microphone etc. of the computers and all parts of Laser Printers and Inkjet Printers excluding printer head, cables, logic card etc. No payment on account of any of these items will be payable extra.
12. Consumables like Toner/Ink Cartridge/Ribbon and Keyboard/Mouse/ Battery cabinet are not a part of the AMC contract and will be supplied to the AMC holder by this department for necessary installation in the concerned equipment. Installation of these items would be the responsibility of the AMC holder free of cost.
13. The firm will provide genuine parts of computers, in case replacement of part is needed. The parts shall be of the same make. In the event of their non-availability, good quality parts/replacement of similar of higher configuration would have to be provided, without extra cost to the department. The prior written permission of this department is to be taken for such upgrades.

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14. PC's and peripheral might be upgraded during their period of AMC with/without your consultation. The AMC holder has to maintain the upgraded equipments at no extra cost.
15. All kind of maintenance should be performed in the presence of authorized officers/personnel of EDP Section.
16. In case of unprecedented situation/satisfaction/un-satisfaction of the Pr. Accountant General (A&E) on the performance of the vendor, the time period of the AMC contract may be shortened/extended and the decision of the Pr. Accountant General (A&E) will be final and binding on the firm.
17. Office of the Pr. Accountant General (A&E), Manipur, Imphal reserves the right to shorten the contract at any time if change of financial year to Calendar occurs as per State Government/Central Government Orders.
18. Office of the Pr. Accountant General (A&E), Manipur, Imphal reserves the right to terminate the contract at any time without assigning any reasons to the firm after giving a fortnight notice.

**Payment Terms and Conditions:**

1. No advance payment shall be made in any case. The payment of AMC will be release quarterly (after deduction penalty) on satisfactory completion of maintenance work.
2. The payment will be made after proper deduction of TDS as per prevailing rules.
3. Payment for any inclusion/deletion of Computer System/Peripherals (other than the schedule items) will be calculated on pro-rate basis.
4. The company will not have any legal right to proceed against the Department in the event of late payment due to unforeseen reason.
5. Performance Bank Guarantee (PBG) at 10% of the contract value has to be made by the vendor vide Rule 171 of GFR, 2017.

**Damage/Loss:**

1. Backup of data and Power conditioning are customer/user responsibility, damage due to this is bearable by the customer only.
2. Any broken plastic part and damaged writing of equipments under AMC shall also be covered in the AMC. Any damaged part, due to any reason, of the equipment under AMC, would have to be replaced by the AMC holder.

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3. Vendor shall ensure that no such damage is caused by his engineer to the hardware or software while undertaking repairs or preventive maintenance to the equipment, otherwise he will be liable to replace the damaged accessories or equipment or software free of cost, and in case of failure to do so, bear the cost of replacement by any third party selected by the customer. The vendor shall provide required preventive maintenance of the equipment on quarterly basis during the customer's normal working hours and working days. For such preventive maintenance, the vendor may require the machine for a maximum of one working day. This period shall not be considered as down time.
4. The penalty provision for computer and its part on account of delay in repairing the computers and its parts (limited to the cost of the items/computer) are as follows:
  - i) ₹ 100/- per working day per computer.
  - ii) ₹ 50/- per working day per monitor.
  - iii) ₹ 400/- per working day for absence of service engineer.

**Travel Expenses:**


All costs, charges and expensed in respect of moving the equipment or any part thereof including cost, charges and expense for reinstallation, and testing shall be borne by the contractor.

The servicing, repairs etc. of the CPU, laptops, memory, monitor, speakers, microphone, mouse, keyboard etc shall normally be carried out at the site where the same are installed. However, if it is necessary to carry the items to the workshop for the repair purpose, the contractor shall bear transportation and other incidental charges and shall take the equipments out of the premises with written permission from the authorities.

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The Agreement together with any attachment hereto signed by both parties shall constitute the entire binding agreement between M/s R.D. Traders, Imphal, Manipur, maintaining the equipment specified in this agreement in accordance with the subject to the terms and conditions mentioned above.

1. Signed on behalf of M/s R.D. Traders, Imphal, Manipur by

Signature: *[Handwritten Signature]*  
Name: *Raju*  
Designation: *Engineer*  
Place: *Imphal*  
Seal: 

2. Signed on behalf of the Pr. Accountant General(A&E), Manipur, Imphal by

Signature: *[Handwritten Signature]*  
Name: *ROBERT MDIRAN4THEM*  
Designation: *SR. DEPUTY ACCOUNTANT GENERAL(A&E)*  
Place: *IMPHAL*  
Seal: *उपमहालेखाकार (ले.व.ह.)*  
*Sr. Deputy Accountant General (A&E)*  
*प्रधान महालेखाकार (ले.व.ह.) का कार्यालय*  
*O/o the Principal Accountant General(A&E)*  
*मणिपुर, इम्फाल*  
*Manipur, Imphal*

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