

**TERMS AND CONDITIONS:**

1. **Delivery Period:**

The delivery shall be made within 30 days of placement of purchase order.

2. **Installation And Commissioning:**

Supplier should immediately, after the delivery, arrange to install the items at consignee location. Configuration will be accepted only after all the features of the ordered items are shown. The purchaser or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge for inspecting/testing the specifications. In case, any inspected or tested item fails to conform to the specifications, the purchaser may reject it and the supplier shall either replace the rejected item or make all alterations necessary to meet the required specifications free of cost. Supplier should provide necessary support for transferring data from the existing PCs, if needed.

3. **Payment:**

- I) 90% payment shall be released against the satisfactory installation and complete delivery of ordered items at ITPO. 10% payment after deducting liquidated damages as per clause 6 below, if any, would be released on submission of installation/commissioning certificates for the items from the user. ITPO will process the payment as per procedure and terms & conditions in vogue.
- II) The vendor will, wherever needed, provide the training to the users about the operation/maintenance of hardware and softwares (OS and MS Office). All the expenses to this effect will be borne by the vendor.

4. **Performance Security:**

The supplier shall submit performance security of 10% of the cost of the items within 10 days of the placement of the purchase order. The performance security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized Bank. In case, supplier fails to deliver the items within delivery period or fails to provide satisfactory after-sales-service during the warranty period, the performance security submitted by the supplier is liable to be forfeited in part or full. Performance security shall be released immediately after the Bank Guarantee period of 3 years is over. No interest will be payable by the purchaser on the performance security.

5. **On Site Warranty:**

Warranty shall include free maintenance of the items supplied including free replacement of parts except consumables. The defect, if any, shall be attended to at purchaser's premises on immediate basis but in no case any defect should prolong for more than 24 hours. The warranty shall be for a period of three years from the date of acceptance of the items by the purchaser. Warranty card/certificate duly signed and stamped for the warranty period may be furnished along with invoice.

6. **Liquidated Damage:**

If the supplier fails to deliver any or all of the goods within the period specified in the purchase order, the purchaser shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed goods for each and every week (part of the week shall be considered as full week) subject to maximum of 10% of the delayed supply value and the same shall be deducted from the bill(s) or any other payment due to the party. Department shall be at liberty to cancel the purchase order and may also forfeit the performance security in case supplier fails to deliver the items within stipulated delivery period.