

1.0. TERMS AND CONDITIONS

----- Aligarh hereinafter referred to as M/s. ----- will maintain the equipment on terms and conditions mentioned herein below:

1.1. DURATION OF CONTRACT:

The duration of contract is 12 month from the date mentioned on the contract.

2.0. SCOPE

a. Maintenance service shall consist of maintenance of the equipment namely computers and its associated items with attached UPS upto 1KVA, Printer, Scanner and will include supply and replacement/repair of parts. (Note: Part removed from any equipment shall be the property of the university and will have to be returned back by the vendor).

b. Worn out/damaged parts of the equipments mentioned above will be replaced free of cost.

c. Maintenance service shall be free of cost and cover prevention detection and removal of any kind of virus, malware whatsoever from the computer system through licensed software.

d. Down time of the equipment will be 24 hours during which either machine shall be brought in working condition or stand by solution will be provided.

e. ----- shall make daily visits for preventive maintenance and maintain records of each visit duly countersigned by the university official not below the rank of Section Officer.

f. The firm should be in this business of maintenance of computers , laptops, printers ,UPS ,scanners for the last 3 years (upto 2016) and should have experience of providing these /similar services preferably in govt. offices. (The firm will have to provide requisite documents to support this claim whenever asked for by the university)

g. The firm should have valid PAN & TIN numbers.

h. All consumables including cartridges, UPS, batteries. Pen drives etc to use in the equipments covered in the maintenance contract shall preferably be purchased from the firm in competitive prices by the different sections of the Registrar Office. In case, of any dispute regarding the prices the same may be reported to the authorities.

2.1 PARTS NOT COVERED UNDER THE CONTRACT:

All consumables such as plastic goods and burnt parts.

2.2.1. Maintenance service normally is provided at the address on the contract except in case where it becomes necessary for the defective equipment to be brought the M/S ----- service center.

3.0. HOURS OF SERVICES:

Provision of maintenance service shall be confined to M/S----- normal working hours from 9.00 A.M to 5.00 P.M on all days, however in case of emergency it may be beyond office working hours and holidays on call basis.

4.0. CARE OF THE EQUIPMENT:

4.1. The customer will take proper care of the equipments as per our note at (b, c, d & e) will provide a suitable environment and will follow such instruction on these matters and observe operating instructions of M/s ----- given from time to time.

4.2. Alteration can be made, no attached fitted or repairs or adjustments done except by M/S ----- written consent.

4.3. No equipment or part thereof shall be removed except with M/S ----- consent.

5.0 PAYMENT TERMS:

5.1. Maintenance charge shall commence from the date and payable in advance for quarterly basis on receipt of the signed copy of the contract, M/S ----- will raise bill for the service charge, which must be paid within 20 days for the contract to be considered valid.

5.2. Either party may give 20 days notice in writing given at any time, if mutually agreed upon; to modify the terms of this contract.

5.3. The maintenance charges paid shall not be forfeited on breach of contract till the specified period is exhausted and service shall be provided till then.

5.4. The final quarterly instalment payment/renewal of contract shall be made only after receiving the satisfactory report by majority of the different sections of Registrar's Office while the rest quarterly bills so raised thereof will be passed by the Account Section of Registrar Office from the appropriate head of accounts under his charge.

5.5. University shall not be liable for any violation of Labour law provisions and Tax Law Provisions what so ever arising out of this AMC

5.6 M/S----- shall handle with licensed software and ensure that no pirated material whatsoever be utilized. In case if it is detected, either party shall bring it in their notice without delay.

6.0. ASSIGNMENT:

6.1. M/S----- shall not be liable to perform any of its obligations under and arising out of this contract, if the failure results from any force majeure, act of God, fire, storm, earthquake, explosion, accident, strike, lockout, industrial, dispute, labour trouble, transportation war-like condition, civil commotion, riot, inability to obtain any material, refusal of license or imposition of sanction and/or any measures taken by Govt. What so ever which renders it impossible or impracticable for M/S ----- to perform its obligations under the contract.

7.0. In case of any dispute or difference which may arise between the parties during the sustenance of the contract or by abandonment of contract or after the conclusion of the contract or touching or relating either to the said service to be performed under the contract or relating there or to any matter or thing arising directly or indirectly under this contract then in such an event the courts at Aligarh shall have exclusive jurisdiction subject to the condition that either party shall be entitled to refer such dispute to the sole arbitration of the Vice-Chancellor, Aligarh Muslim University, Aligarh or his nominee who shall decide the dispute according to arbitration Act and whose decision shall be final and binding to the parties to this agreement. It is further a condition of the agreement that in case the nominee of the Vice-Chancellor fails to act as arbitrator, the Vice-Chancellor may change the arbitrator, the person so nominated by the Vice-Chancellor will proceed further in arbitration from the stage the previous nominee left the arbitration or afresh as he deems fit.

8.0. Maintenance Service does not include:

- 8.1. Electrical work or maintenance of accessories speakers, modems attachments.
 - 8.2. Damage resulting from accidents, fire transportation, and neglect, failure to provide clean electrical power burn out/blow out unsatisfactory air-conditioning and humidity control.
- 9.0. Any subsequent increase in duty from Government of India will be covered by a corresponding increase in the maintenance charges.

10.0. VALIDITY

Offer is valid up to 60 days from the date mentioned in the AMC

11.0. NOTE:

All existing, Computers and its associated items with attached UPS upto 1KVA, Printers, Scanners will be covered under the service contract and will be examined for defects prior to signing the acceptance of the contract. Defective equipment will be repaired at additional cost and then brought under the contract.

ANNEXURE I

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| 1. Input Voltage | 220 Volts +/-05% |
| 2. Temperature | 22 °C normal to 45 °C" maximum (for very short duration of time only) |
| 3. Humidity | a. The ground neutral Voltage should be less them 1 Volts. |
| 4. Earthing | b. There should be an isolated ground for the system with no link to Air-Conditioners, lighting and other heavy machinery in this building. |