Annexure NIT – 1

TENDER FOR ANNUAL REPAIR AND MAINTENANCE OF 13 PASSENGERS ELEVATOR, (UMBRELLA LIFT) ADMINISTRATIVE BLOCK, ALIGARH MUSLIM UNIVERSITY, ALIGARH

SECTION- II PART – A
GENERAL INSTRUCTIONS TO TENDERERS

1 This tender specification as a whole, furnishing all the details and other documents as required shall be duly signed and sent in a sealed cover super-scribing the name of work as given in the tender notice.
2 The tender shall be addressed to the JOINT REGISTRAR (GENERAL).
3 The rates shall be entered in figures as well as in words.
4 All entries in the tender shall be typed. Erasing and over-writings are not permitted.
5 Security Money Deposit: Security money must be submitted a PBG – 10% of CAMC to be awarded which is refundable after 15 months.
6 VALIDITY OF OFFER: The offer shall be kept open for acceptance for a minimum period of 50 days from the date of opening of tenders.

SECTION - II PART – B
GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS:
Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.
1.1. ‘AMU’ shall mean ALIGARH MUSLIM UNIVERSITY, with its Registrar’s Office at Administrative Block, AMU Aligarh
1.2. The ‘Tenderer’ shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as ‘Bidder’.
1.3. The ‘Service Provider’ shall mean the individual, firm or company whose Offer is accepted by AMU and enters into Contract with AMU and shall include their executors, administrators, successors.
1.4. The Letter of Intent/Purchase Orders shall be issued in the name of Bidder only.
1.5. Prices should be inclusive of all charges (except GST). GST should be specifically stated in the offer.

2. COMMENCEMENT AND COMPLETION OF WORK:
2.1 The service provider shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition immediately. The responsibility of successful Tenderer under this contract commences from the date of issue of the Letter of Intent.
2.2 All the works shall be carried out under the direction and to the satisfaction of AMU.
2.3 Quarterly payment would be made for the CAMC amount distributed over the period of 12 months.
2.4 Delays beyond 2 to 4 hours for emergency repairs and 12 to 24 hours for routine repairs, Rs. 500/- per day would be deducted as penal amount from quarterly payment.
3. **RIGHTS OF AMU**

**AMU** reserves to itself the following rights in respect of this contract without entitling the service provider to any compensation.

3.1. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit AMU's commitments or in case AMU decides to advance the completion due to other emergent reasons.

3.2. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:

3.3. To recover any monies due from the Service provider from out of any monies due to the Service provider under this or any other contract or from the Security Deposit.

3.4. In the event of any dispute of technical nature, the decision of AMU shall be final and binding on the Service provider.

3.5. **Arbitration clause:** In the event of any dispute, differences and questions arising out of touching upon or concerning this CAMC or the execution of work herein specified the same shall referred to the sole arbitration of the Vice-Chancellor, Aligarh Muslim University or his nominee; the decision of the arbitrator shall be binding on Client and no suit can be filed in any civil court in respect of matter decided by him and the provision of Arbitrator Act shall apply to the same and Aligarh District alone shall have the jurisdiction in this matter.