

Office of the Member-in-Charge Telephone

Aligarh Muslim University, Aligarh

Ph: 0571-2700557

**Notice Calling or Quotation/Tender**

**Telephone Department, AMU Aligarh**

Quotations are invited for the small EPABX equipped with at least 24 Analog extensions, expandable up to at least 56 lines with Trunk Ports interface, control cards and with battery back-up.

Installation and commissioning charges, accessories (if any) shall be included in the quotation. The quotation shall reach the office of the undersigned in sealed cover by 16<sup>th</sup> April 2013 up to 12.00 Noon

**1. Commercial conditions to supply, installation and commissioning of EPABX in Aligarh Muslim University, Aligarh.**

**Time Schedule:** The EPABX shall be supplied, installed and commissioned within 14 days from the date of issue of Letter of Acceptance.

**Warranty:** A certificate of the original equipment manufacturer of the offered exchange shall be provided. The complete system shall be guaranteed against any manufacturing defect and mal functioning for a period of one year from the date of handing over the system to the university after commissioning. During this period the system is to be maintained free of cost.

**Maintenance Spare:** The guarantee to the effect that all the spare parts shall be available for its maintenance for a minimum 10 years beyond commissioning shall be enclosed.

**Payment Terms:** 100% after the system has been installed and successfully commissioned duly accepted and certified by the MIC (Telephones) AMU Aligarh.

**Termination**

**1. Termination of Default**

AMU may, without prejudice for breach of contract; ten days after written notice of default sent to supplier, terminate this contract in whole or in part

- a) If he fails to deliver full or part consignment within the time period specified in the contract, or any extension thereof granted by AMU.
- b) If he fails to perform any other obligations under the contractor.
- c) If he, in either of the above circumstances, does not cure his failure within a period of 30 days or longer period as specified by AMU after receipt of the default notice from AMU.

In the event AMU terminates the contract in whole or in part, pursuant to above, AMU may procure, upon such terms and in such manner, as it deemed appropriate, equipment/plant similar to those undelivered and supplier shall be liable to indemnify AMU for any costs for such similar equipment/plant.

**2. Termination for Insolvency**

AMU at any time terminate the contract by giving written notice to supplier without any compensation, if the supplier becomes bankrupt or otherwise insolvent or unsuccessful to commission this work, provided that such termination will not prejudice or effect any right to action or remedy which has accrued thereafter to AMU.

## Arbitration/Settlement of Disputes

1. Mutual Settlement of Disputes:

Except where otherwise provided for in the contract, all questions and dispute relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations between both the parties.

2. Arbitration:

In the efforts to resolve all or any of the disputes through mutual settlements fail, such dispute shall be referred to the sole arbitrator to be appointed by the AMU Vice-Chancellor who will decide the dispute as per arbitration and cancellation act 1996 as amended from time to time.

## Jurisdiction

The contract shall in all respect be construed and operative in conformity with the Indian Law and be subject to the jurisdiction of Aligarh Court (India) only.

Member-in-Charge (Telephones)  
Aligarh Muslim University, Aligarh