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. Before tendering, the tenderers are advised to inspect the site of work. Kindly contact the Care Taker, Administrative Block in this regard.

4. The rates shall be entered in figures as well as in words.

5. All entries in the tender shall be typed. Erasure and overwritings are not permitted and may rendersuch tenders liable to summary rejection.

6. Earnest Money Deposit: Every tender must be accompanied by the prescribed amount of refundable, non-interest bearing Earnest Money Deposit. The amount of EMD (only nationalized bank and approved University Challan) and the manner in which it is to be deposited shall be as per Notice Inviting Tender.

7. VALIDITY OF OFFER: The offer shall be kept open for acceptance for a minimum period of ONE MONTH from the date of opening of tenders.

8. No interest shall be payable by AMU on Earnest Money Deposit, Security Deposit or on any moneys due to the service provider.

9. The acceptance of Tender will rest with AMU, which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever.

   (a) To reject any or all of the tenders.
   (b) To split up the work amongst two or more Tenderers.
   (c) To award the work in part.

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 Registered 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 and permitted assigns.

1.4. The Letter of Intent/Purchase Orders shall be issued in the name of Bidder only.

1.5. AMU reserves its right to negotiate with the bidder and/or for reverse auction.

1.6. Prices should be inclusive of all taxes (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 emergency repairs and 12 to 24 hours for routine repairs Rs. 1000/- 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 moneys due from the Service provider from out of any moneys 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.