TENDER DOCUMENT

FOR

RATE CONTRACT/PARALLEL RATE CONTRACT

FOR THE SUPPLY OF CEILING FANS

TO

DEPARTMENT OF ELECTRICITY (W&M)
AMU – ALIGARH
### INDEX

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>DESCRIPTION</th>
<th>PAGE NO(S.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NOTICE OF INVITATION TO TENDER</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>ELIGIBILITY CRITERIA</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>GUIDLINES FOR TENDERER</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>TERMS &amp; CONDITIONS OF THE CONTRACT</td>
<td>8-9</td>
</tr>
<tr>
<td>5</td>
<td>PAYMENT TERMS &amp; CONDITION</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>STAMP DUTY</td>
<td>10</td>
</tr>
<tr>
<td>7</td>
<td>NOTICE PERIOD FOR ABANDONMENT OF CONTRACT</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>DISPUTE</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>TERMINATION OF AGREEMENT</td>
<td>11</td>
</tr>
<tr>
<td>10</td>
<td>FORCE MAJEURE</td>
<td>11</td>
</tr>
<tr>
<td>11</td>
<td>AGREEMENT</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>CHECK LIST OF DOCUMENTS</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>CERTIFICATE</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>BILL OF QUANTITY/PRICE BID (Annexure - A)</td>
<td>14</td>
</tr>
</tbody>
</table>
Notice Inviting Tender

On behalf of Department of Electricity (W&M), A.M.U. Aligarh, Notice Inviting Tender for Rate Contract / Parallel Rate contract from Distributors / Suppliers / Whole Sellers / Authorized Dealers / Stockiest / Original Manufacturers for Supply of Ceiling Fans at Aligarh Muslim University are invited under Two Bid System in sealed cover.

Following are the details:

1. Complete Description and Term & Conditions of Tender Document may be obtained from AMU website http://www.amu.ac.in/tender.jsp?did=02 directly or from the Office of Assistant Engineer, Department of Electricity (W&M) Aligarh Muslim University, Aligarh on or before 05.05.2016 (Thursday) up to 1200 Noon.
2. Cost of tender document is Rs 1000/- (One Thousand only) Non Refundable can be paid in cash or deposited in favor of Assistant Electrical Engineer to AMU Fund A/C # 10612177016, Head of A/c & Code No IOD 24301, State Bank of India, AMU Branch (05555) Aligarh, on or before 05.05.2016 (Thursday) up to 1200 Noon.
3. Tenders duly completed in all respect should reach the Assistant Electrical Engineer, Department of Electricity (Work & Maintenances), AMU, Aligarh by registered post or by person by 07.05.2016 (Saturday) up to 1300 hrs.
4. Date and Time of opening of Technical Bid will be on 07.05.2016 (Saturday) at 1500 hrs.
5. If the date of receipt or opening of tenders is/are declared to be a university holiday, the tenders will be the received and opened on the next working day at same time.
6. University reserves the right to change the quotation opening date totally at its discretion.
7. University reserves the right to reject any or all the Tenders without assigning any reason thereof and to call for any other details or information from any of the Tender(s).
8. University reserves right to verify the details & experience certificate of Tenderers.
9. Preference to established & recognized Distributors / Suppliers / Whole Sellers / Authorized Dealers / Stockiest / Original Manufacturers shall be given.
10. UNIVERSITY RESERVES RIGHT TO GIVE WORK ORDER TO MULTIPLE PARTIES/FIRMS FOR LOWEST QUOTED ITEMS.

Copy to:-
1. Member-In-Charge for kind information.
2. Internal Audit Officer.
3. Director, Computer Centre with the request to upload the NIT at Concerned Website.
4. Collectorate, UP PWD, CPWD, District Board of Nagar Nigam.
5. University Engineer of Building Department/Assistant (Accounts) of Electricity Department
6. Notice Board of Electricity Department, /Office Record.

Assistant Electrical Engineer (W&M)
(Works & Maintenance)
Department of Electricity
A.M.U., Aligarh

Assistant Electrical Engineer
(Works & Maintenance)
Department of Electricity
A.M.U., Aligarh
1. Submission of Tender

Bidders are required to submit their bids in the three envelope system as detailed under:-

1.1 Envelope No.1- Receipt of Tender Cost
The Envelope No.1 shall contain receipt of Tender Cost of Rs. 1,000/- (Rs. One thousand only) either paid in cash at the time of purchase of tender document or paid directly in favor of Assistant Electrical Engineer at AMU Fund A/C # 10612177016, Head of A/c & Code No IOD 24301, State Bank of India, AMU Branch (05555) Aligarh.

1.2 Envelope No. 2 – Technical Bid.
Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid).
Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents.
This envelope shall be super scribed “Envelope No. 2 - Technical Bid for rate contract / parallel rate contract of Ceiling Fans at Aligarh Muslim University – Aligarh

1.3 Envelope No. 3-Price Bid.
Envelope No.3 shall contain only Schedule of Quantities and Prices duly filled in and signed on each page by the bidder. The bidder in the Envelope shall indicate no commercial or technical condition or qualification of any sort: otherwise the tender shall be liable to be rejected. This envelope shall be super scribed “Envelope No.3-Price Bid for rate contract/parallel rate contract of Ceiling Fans at Aligarh Muslim University – Aligarh

1.3.1 Applications are liable to be summarily rejected due to incomplete, incorrect information or non-fulfillment of eligibility criteria. The commercial bid of the bidders who fulfills all the eligibility criteria will be opened to decide the L-I. The decision of Technical & Purchase committee in this regard shall be final and binding on the Bidders and not open to the questions or appeals.

1.3.2 Sealed tenders as above will be received by the office of Assistant Electrical Engineer, Department of Electricity (Work & Maintenance), AMU, Aligarh latest by 09.05.2016 (Monday) up to 1300 hrs and Envelope01 (Receipt of Tender Cost) and Technical Bid (Envelope No.2) will be opened physically on the same day at 1500 hrs. The date and time of opening of commercial bid shall be intimated to technically eligible bidders separately after technical evaluation.

1.3.3 Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained. The tender not accompanied with the receipt of tender cost are liable to be rejected as NON-RESPONSIVE.
1.3.4 The Tender document shall be valid for a period of not less than 90 days after the date of opening of Commercial Bid (Envelope No. 3).

1.3.5 The University will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever. Unrealistic prices quoted by the bidder would debar them from being considered for this.

1.3.6 Interested Bidders are requested to send the email to symab@hotmail.com, containing following information, so that in case of any clarification same may be issued to them.

   i. Name of company:
   ii. Contact person:
   iii. Mailing address with Pin Code:
   iv. Telephone No:
   v. Email address:
   vi. Mobile No:
   vii. Experience (in years)
   viii. VAT details (TIN no.)

1.3.7 For any Queries please contact Assistant Electrical Engineer, Department of Electricity, (W&M), Aligarh Muslim University, prior to the date fixed for opening of technical bids of Tender, the bidder may submit in writing any tender inquiry on matters where clarifications or additional information is desired.
2. ELIGIBILITY CRITERIA

2.1 The bidder should be either an Original Equipment Manufacturer (OEM) / authorized by the OEM / Distributors / Suppliers / Whole Sellers / Authorized Dealers / Stockiest of Standard Brand Ceiling Fans.

2.2 The vendor should have experience of 03 years or more on supply of Ceiling Fans (Certificate required).

2.3 Firm has not been ever blacklisted by any central / state / public undertaking / institute on any account since its establishment. (Furnish annexure-I).

2.4 The tenderer should ensure that they have rendered satisfactory performance during the last three years and the order/orders place subsequently should not have been cancelled and closed by any department of Government of India or Public Sector Undertakings in the last three years due to unsatisfactory performance and such firm whose orders/contract have been cancelled or closed need not to apply. Any suppression of material facts or discrepancy in this respect will lead to disqualification of the tender.

2.5 The bidder should have VAT registration with the relevant statutory authority.

2.6 The Company / firm should have its registered / branch office in Aligarh or at least in Delhi / NCR.

2.7 The following documents shall be submitted by bidder in support of eligibility along with technical bid on Company’s Letter Head failure of which the offer will be disqualified.
   
   a. Authorization documents issued by OEM.
   b. Company’s profile on the letter head bearing full address and it must contain the following details along with self-attested proof of all the documents:
   c. Place of registration.
   d. TIN/VAT No.
   e. PAN No.
   f. Documentary Proof of Address.
   g. Power of Attorney/ Board Resolution, if applicable.
   h. Any other supporting documents.
   i. Experience (In Years).

The University reserves the right to accept / reject any or all of the quotation without assigning any reason thereof. Unrealistic prices quoted by the bidder would debar them from being considered for this and future contracts by this office. Applications are liable to be summarily rejected due to incomplete information / incorrect information/non fulfillment of basic criteria. University’s decision in this matter shall be final.
3. GUIDELINES TO TENDERER

3.1 Aligarh Muslim University – Aligarh, wishes to make rate contract/parallel rate contract for Ceiling Fans as per specified technical criteria. Sealed tenders are invited from eligible tenderer, who are actually dealing in the respective fields.

3.2 The tenderer shall bear all costs associated with the preparation and submission of tenders. University will in no case be responsible or liable for these costs.

3.3 Distributors / Suppliers / Whole Sellers / Authorized Dealers / Stockiest / Manufacturers should apply for tender.

3.4 The detailed specifications of materials / works proposed to be purchased after rate contract for the AMU are provided in Annexure- A. The tenderer should quote for all the items mentioned in Annexure -A neatly and correctly.

3.5 Tender Notice and Tender Form along with Annexure-A giving detailed specification /delivery schedule, etc. can be obtained on any working day during the working hours from 0900 hrs to 1700 hrs or can be downloaded from university's official web site.

3.6 Tender should be valid up to one year from the date of acceptance of tender / placing the initial order.

3.7 The decision of the University will be final, and representation of any kind may disqualify the tenderer for the present tender.

3.8 All terms and condition for the supply, testing and acceptance, payment terms, rates etc. are not negotiable. Terms and conditions laid down by the tenderers will not be accepted.

3.9 The tenders will be opened on 07.05.2016 at 1500 hrs. at office of Assistant Electrical engineer, Department of Electricity, Aligarh Muslim University Aligarh.202002.

3.10 The date and time of opening of commercial bid shall be intimated to technically eligible bidders separately after technical evaluation.

3.11 University may hold Reverse Auction in the event of 2 or more bidders are technically eligible. It will be mandatory for all the bidders to quote rates of all items.
4. Terms and condition of the contract.

4.1 The prices quoted in price bid should be inclusive of all charges such as packing, forwarding, freight, and excise duty as applicable in various states. Sales tax / VAT as applicable should also be included while quoting the rate, failing which tenderer will not be eligible for payment of the above levies. The prices must be quoted in the form given in Annexure failing which the tender would be rejected.

4.2 The rate contract / parallel rate contract should be valid for a period of one year, further extendable by 6 months on existing terms & conditions at sole discretion of the purchasers.

4.3 The make/brand, model warranty and specification should be mentioned in the tender form.

4.4 During the validity of the panel, including extension period if any, if the tender sells any material or items of the same or equivalent specification, to any other department/organization at a price lower than the price fixed for University under this tender, the tenderers shall voluntarily pass on the price difference to University. Similarly, in the event of lowering of Government levies subsequent to the finalization of the panel, the tenderer shall automatically pass on the benefits to the University.

4.5 The material must be supplied in full as per the ordered configuration for acceptance. No items with short supply will be accepted under any circumstances. The delivered items are as per given in Annexure ‘A’, failure to fulfill any of the above mentioned condition will result in cancellation of purchase order along with forfeiture of the Security Deposit.

4.6 Testing and acceptation of the items will be done at the actual site of University.

4.7 All aspects of site delivery shall be the exclusive responsibility of the tenderer. The University reserves the right to reject any items if found unsuitable and / or not confirming to the approved specifications. The rejected items, if any shall have to be taken back and replaced by quality equipment at the cost of the suppliers. No payment will be made for the rejected items.

During the supply at site if any items is found to be defective or broken, it will be replaced with new one by the tenderer at their cost and immediately.

4.8 The amount of security deposit shall be retained by the University for guaranty period from the date of completion of supplies / installation to the satisfaction of the competent authority.

4.9 Immediately after receipt of notification of contract award, the Supplier should furnish performance security of an amount of ten percentages (10 %) of the contract value
initially valid for a period of one year from the date of first supply. This should be in the form of bank FDR of a Nationalized Bank in favor of Finance Officer, Aligarh Muslim University, payable at Aligarh. The proceeds of the security deposits shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligation under the contract, if required.

4.10 Tenderer must quote for all the items and quantities as mentioned in price bid failing which the tender would be rejected.

4.11 There should not be any overwriting or correction in the tender. If figure is to be amended it should be neatly scored out, the revised figure written above and the same attested with full signature and date. In the absence of attested signature the tender is liable to be rejected.

4.12 In the case of selected tenderer is not able to fulfill its obligation related to delivery etc. the contract would be terminated with 7 days prior notice to the tenderer.

The cost/damages resulting out of the cancellation of the contract would be recovered through encashment of its security deposits.

4.13 The goods covered under this invitation are required to be delivered at Department of Electricity or at venue fixed by University authorities, AMU- Aligarh within specified period fixed by University from the date of issue of Advance Acceptance of contract, No credit will be given to early deliveries and Tenderers offering delivery beyond this period will be rejected.

4.14 In case the goods as per the supply order are not supplied within the stipulated period the items will be purchased from open market and the difference amount if any will be recovered from the contractor and Security Deposit will be forfeited.

4.15 The quantity of articles indicated in price bid may increase or decrease at the discretion of the purchaser without assigning any reasons, subject to reduce & addition in price accordingly.

4.16 Sample of approved items are to be provided by the tenderers at free of cost for verification.

4.17 The University has all the rights to cancel any or part of tender without assigning any reasons thereof.
5. PAYMENT TERMS & CONDITION

Payments shall be made against bill through Finance Officer AMU, Aligarh.

6. STAMP DUTY

Stamp duty available on agreement to be executed between the University and Contractor/ Vendor shall be borne by the Contractor/ Vendor.

7. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT

Either party shall be entitled to abandon the contract after serving one month notice in writing to the other party regarding abandonment of contract. However, the Contractor/ Vendor given the contract shall have to continue the work even after expiry of the notice period of three months or 01 month till an alternative arrangement is made by the University. No compensation or claim in the event of such abandonment shall be admissible to the Contractor/ Vendor.

8. DISPUTE

In the event of any dispute, difference or question arising out of or touching upon or concerning this agreement, the same shall be resolved by both parties through discussions. However, in case of such disputes that cannot be resolved by both parties, then it shall be referred for arbitration to Vice Chancellor of AMU. The decision of the Arbitrator shall be final and binding on BOTH PARTIES and no suit shall lie in any Civil Court in respect of the matter decided by arbitration and the provisions of the Arbitration and Conciliation Act (1996) of India shall apply to the same.
9. TERMINATION OF AGREEMENT

After giving opportunity of being heard to the Contractor/Vendor, University may terminate/cancel the agreement on the following grounds:-

a. Breach of any or all terms and conditions of agreement.

b. Non-performance or unsatisfactory performance of work executed by the Contractor/Vendor.

c. If at any time document or information furnished with Tender is found forged or fabricated during the subsistence of the contract.

10. FORCE MAJEURE

9.1 The purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor/University and not involving the Contractor fault or negligence and not foreseeable. Such events may be excluded from the contract.

9.2 If a Force Majeure situation arises, the University shall intimate to Contractor/Vendor and Contractor/Vendor shall promptly notify the University in writing of such condition and the cause thereof.

11. AGREEMENT

The agreement will be executed at Aligarh between the Aligarh Muslim University, Aligarh through its Registrar on Form “7” with the final selected bidder(s).
12. CHECK LIST OF DOCUMENTS
(TO BE SENT WITH TECHNICAL BID)

1) Receipt of purchase of tender document.
2) Proof of PAN no. (Mention No. ............... ).
3) Proof of VAT/Sales Tax Registration No.
4) Brochure/Leaflets/Technical Information, including Make & Model, Imported/Indian of the item(s).
5) Detailed Technical specifications, including Make & Model, Imported/Indian, Terms & Conditions and Delivery period etc. to be submitted on firm’s letter head.
6) Authorization Certificate for Distributor / Suppliers / Whole Sellers / authorized dealers / Stockiest / original manufacturers of ceiling Fans to quote/sell the product.
7) Warranty Certificate.
8) Certificate (To be provided on letter head of the firm) regarding black listing and performance certificate of last 03 years.
9) Authorization documents issued by OEM if applicable.
10) Power of Attorney/ Board Resolution, if applicable.

NOTE: ALL COPIES OF ABOVE DOCUMENTS SHOULD BE DULY SIGNED AND STAMPED BY THE TENDERER BEFORE SUBMITTING THE SAME.

Signature of Tenderer: ............................................................

Name: ............................................................

Name of Firm: ............................................................

Mobile No: ............................................................

- 12 -
13. CERTIFICATE

(To be provided on letter head of the firm)

I hereby certify that the above firm has not been ever blacklisted/performed unsatisfactory performance by any central / state Govt. / Public undertaking / institute on any account.
I also certify that the above information is true and correct in any & every respect and in any case if at a later date it is found that any details provided above are incorrect any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized signatory

Seal

Name:
Designation:
Contact no:
Place:
Annexure A

Techno Commercial / Price Bid

Reg: Rate Contract / Parallel Rate Contract of Ceiling Fans for Aligarh Muslim University – Aligarh

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Size (in Inches)</th>
<th>Make / Brand</th>
<th>Model</th>
<th>Unit Qty.</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SEAL AND SIGNATURE OF THE TENDERER

NOTE:

1) Quoted rates should be inclusive of applicable all taxes such as VAT, freight charges & any other applicable taxes etc.

2) Tenderer shall write their quoted offer both in WORDS and FIGURES. The quoted offer in WORDS shall be in CAPITAL / BLOCK letters.

3) If there is discrepancy between the amounts mentioned in FIGURES and the amount mentioned in WORDS, the amount as mentioned in WORDS only shall be taken as the quotation of the tenderer.