

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Aligarh Muslim University (amu)
कार्यालय का नाम/Office Name	Up
वस्तु श्रेणी /Item Category	Operation And Maintenance Of Lifts (Elevators) - Complete System
अनुबंध अवधि /Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	250000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a) ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

FINANCE OFFICER, ALIGARH MUSLIM UNIVERSITY
CENTRAL PURCHASE OFFICE, ALIGARH MUSLIM UNIVERSITY, ALIGARH
(Finance Officer, Amu)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please upload scope of work:[1771475655.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-02-2026 12:00:00	Central Purchase Office Opp. SBI AMU Branch Aligarh Muslim University Aligarh, UP -202002 DIGIPIN: 394-T22-39K4

Operation And Maintenance Of Lifts (Elevators) - Complete System (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammad Farhan Siddque	202002,Account Section Registrar Office, Administrative Block, Aligarh muslim University	1	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 36

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

6. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

FINANCE OFFICER, ALIGARH MUSLIM UNIVERSITY
payable at
ALIGARH

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

FINANCE OFFICER, ALIGARH MUSLIM UNIVERSITY
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

FINANCE OFFICER, ALIGARH MUSLIM UNIVERSITY
Account No.
10612177094

IFSC Code
SBIN0005555
Bank Name
STATE BANK OF INDIA
Branch address
AMU BRANCH ALIGARH

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

13. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

14. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Lift Particulars

MAKE: OTIS Passenger Elevator
MODEL: GeN2-Nova_MRL-1MPS
MACHINE NO.: C001361
LOCATION OF EQUIPMENT: Administrative Block, Aligarh Muslim University
REPORTING OFFICE: Caretaker Office, Administrative Block
CURRENT STATUS: Non-functional/dysfunctional

REQUIRED REPAIR:

- Repair, Overhauling Service, and Maintenance of a dysfunctional OTIS passenger lift installed at the Administrative Block.

RESPONSE TIME:

- Breakdown calls between 8:00 A.M. & 2:00 P.M. shall be attended on the same day within four hours of telephonic intimation.
- Calls intimated after 2:00 P.M. must be attended by 8:30 A.M. the next morning.

Eligibility Criteria

- The bidder should be an authorised OTIS dealer/contractor or an agency with at least 3 years' experience in lift repair and maintenance.
- The bidder must have successfully executed at least 3 similar works in government/public institutions in the last 3 years.

ADHERENCE TO SAFETY & SECURITY NORMS:

The Awardee Bidder / Service Provider shall ensure compliance with norms related to the safety and security of such installations prescribed by the government / Agencies like CPWD / Local municipal bodies, etc..

ü An undertaking in this regard is to be submitted by the Bidder in their bids, duly ink-signed on the firm's letterhead.

SCOPE OF WORK

Comprehensive Annual Maintenance Contract (CAMC)

of OTIS passenger lift installed at the Administrative Block, Aligarh Muslim University

1. Objective:

The objective of this Comprehensive Annual Maintenance Contract (CAMC) is to ensure continuous, safe, reliable, and efficient operation of the OTIS passenger lift installed at the Administrative Block, Aligarh Muslim University, through comprehensive preventive maintenance, breakdown maintenance, timely replacement of parts, statutory compliance, and immediate service support throughout the contract period of three (03) years, in accordance with applicable safety norms and statutory requirements.

2. Nature of Contract

The CAMC shall be comprehensive in nature, inclusive of the following, but not limited to:

- Preventive maintenance
- Breakdown / corrective maintenance
- Supply and replacement of all spare parts and consumables
- Labour, supervision, tools, tackles, and testing instruments
- Transportation of spares/components
- Statutory inspections and certifications
- All incidental and to-and-fro expenses

No additional payment shall be admissible beyond the quoted CAMC rates.

3. CAMC Period

- The CAMC shall be valid for a period of Three (03) Years from the date of commencement as specified in the work order.
- The CAMC rates shall remain firm and fixed for the entire contract period.

4. Equipment Covered Under CAMC

- One (01) Passenger Lift of OTIS make installed at the Administrative Block, AMU.
- All mechanical, electrical, electronic, and safety components forming part of the lift system shall be covered under CAMC.

5. Scope of Maintenance Services

· Preventive Maintenance:

- o Preventive maintenance shall be carried out at least once every month.
- o The maintenance shall include inspection, cleaning, lubrication, tightening, alignment, adjustment, calibration, and testing of all lift components including machine room equipment, hoistway equipment, car and landing equipment, electrical systems, and safety devices.
- o A Preventive Maintenance Report shall be submitted after each visit and recorded in the Maintenance Logbook.

o

Breakdown / Corrective Maintenance

- o The contractor shall attend to any breakdown complaint within one (01) hour of receipt of complaint.
- o Fault diagnosis, repair, replacement of defective parts, testing, and restoration shall be carried out at site.
- o The lift shall be restored to normal operation with minimum possible downtime

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6. Response & Rectification Time

Activity	Maximum Time Allowed
Complaint acknowledgement	Within 01 hour
Technician deployment	Within 06 hours
Minor repair	Within 24 hours
Major repair	Within 72 hours

Failure to adhere to the above timelines shall be treated as deficiency in service and shall attract penalties as applicable.

7. Spare Parts & Consumables

- All spare parts shall be supplied by the contractor, inclusive in the CAMC cost.
- Spare parts shall be OEM / OEM-authorized.
- Use of refurbished, sub-standard, or non-compatible parts is strictly prohibited.
- All consumables required for maintenance shall be provided by the contractor, inclusive in CAMC cost.

8. Statutory Compliance & Safety

- The contractor shall ensure that the lift complies with all applicable statutory safety requirements throughout the CAMC period.
- Periodic safety inspections and tests shall be carried out as prescribed by law.
- Statutory inspection / fitness certificates shall be obtained and submitted to the University whenever due, without any extra cost.

9. Manpower & Service Support

- Only qualified and trained lift technicians shall be deployed.
- Service personnel shall carry valid identity cards and follow University security protocols.
- Adequate manpower shall be ensured to avoid repeated or prolonged downtime.

10. Maintenance Records & Logbook

- A Maintenance Logbook shall be maintained at site.
- Each visit shall be recorded with date, time, nature of service, observations, action taken, and signature of service personnel.
- Entries shall be countersigned by the authorised University representative

11. Payment Terms

- No advance payment shall be made.
- Delay in attending to or rectifying complaints beyond stipulated timelines shall attract a penalty as decided by the University.
- Repeated breakdowns shall be treated as deficiency in service and may lead to termination.

12. Non-Usage Clause (IMPORTANT - ADDED)

- If the lift remains non-functional continuously for more than 07 days due to failure attributable to the contractor, no CAMC payment shall be admissible for that period.

13. Penalty Clause

- Delay in attending to complaints or rectification beyond the stipulated time shall attract a penalty as decided by the University.
- Repeated breakdowns or poor performance shall be treated as deficiency in service and may lead to further action, including termination.

14. Open Market Repair Clause

- In case the contractor fails to attend or rectify faults within stipulated time, the University reserves the right to get the work done through open market or in-house arrangements, and recover the cost and penalty from the contractor's bills or Security Deposit.

15. Escalation Matrix

The Awardee Vendor / Service Provider shall submit a clear escalation matrix, including:

- Service Engineer
- Service Manager
- Regional Manager
- Head Office Contact

ü Non-response at any level shall be treated as breach of contract.

16. Default in Payment / Audit Recovery

If, as a result of post-payment audit, any overpayment is detected:

- The excess amount shall be recovered by the University from the Awardee Vendor / Service Provider.
- Recovery may be made from running bills, future bills, or the Security Deposit.

17. Termination of Contract

The University reserves the right to terminate the CAMC with immediate written notice in case of:

- Persistent poor performance
- Failure to attend to complaints
- Safety or hygiene violations
- Breach of contract conditions

ü Upon termination, the Awardee Vendor / Service Provider shall be entitled only to payment for services rendered up to the date of termination, if found satisfactory.

TERMS AND CONDITIONS

- I. Caretaker, Administrative Block, is authorised to coordinate with the Awardee Bidder / Service Provider to facilitate the operation and maintenance of the Lift (Elevator)
- II. The replacement and repairs of items are also included in the scope of the service in a timely manner for the smooth running of the operation & maintenance service.
- III. The operator must notify the designated representative of the Awardee Bidder / Service Provider as soon as possible after the Caretaker becomes a

ware of the following:

- a) Any problems, complaints, incidents or accidents that occur during the contract, including any form of inappropriate behaviour by the personnel.
 - b) Any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services.
- IV. The Caretaker can issue instructions as may be necessary or appropriate for the prompt and effective implementation of the services to officials, agents and representatives of the Awardee Bidder / Service Provider.
- V. The Awardee Bidder / Service Provider should comply with all statutory requirements applicable to this contract. The Awardee Bidder / Service Provider shall also ensure compliance with PF, ESI Act & other Government liabilities for their workforce deployed for execution of work.
- VI. All tools & tackle required for maintenance work shall have to be provided by the Awardee Bidder / Service Provider at no extra cost.
- VII. Any machine damaged due to mishandling by the person deputed by the Awardee Bidder / Service Provider shall have to be restored to its original condition by the Awardee Bidder / Service Provider at their own cost.
- VIII. Termination of contract if the performance is unsatisfactory.

"I/ We, the undersigned, confirm that I/We have read and considered/ understood all the above points carefully as mentioned in this tender document and agree to its terms and conditions unconditionally, and am/are signing it voluntarily. I/we understand that if I/we have any questions or concerns about this tender document, it is my/our sole responsibility to discuss this with the concerned officer as defined in this tender document."

Yours faithfully,

Signature & Seal of the Bidder

Date:

Place:

Name of Bidder:

Designation:

Name of Firm:

Address:

Contact No.:

Email:

15. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Documents that are incomplete/ incorrect/ unclear/ illegible, not accompanied by a registration certificate/ not accompanied by other mandatory enclosures shall be rejected outright.
2. Arrangements of all the documents related to taxation and others shall be the bidder's sole responsibility.
3. Providing any false/wrong information (including the supply of any incorrect contact information, leading to the loss of communication) will be treated as a breach of contract/tender.
4. If, as a result of the post-payment audit, any lesser payment is detected in respect of the order by the awardee bidder under the bid, it shall be recovered by the Aligarh Muslim University, Aligarh, from the awardee bidder.
5. The tender(s)/quotation(s) containing uncalled-for remarks will likely result in rejection.
6. Any increase in the rate during the service period shall not be acceptable.
7. The bidding firm should not be involved in any litigation that may impact or compromise the delivery of services as required under this request for empanelment and in the execution of the agreement.
8. An order letter is non-transferable, and the vendor should invariably submit it in the given format, duly signed by the competent signatory.
9. No Bid will be accepted in hard copy, fax, e-mail, or other such means. The intending bidders are required to submit the bid through the GeM portal.
10. Bidders should consider any corrigendum published in the bid document before submitting their bids.
11. The bidder should ensure they are well prepared before uploading the enclosures with the bid document to avoid missing any supporting documents with the bid. The bid documents can be in PDF format. Original Bid documents may be scanned and uploaded in compliance with GeM guidelines. **The bidder should ensure that the documents uploaded are CLEAR and LEGIBLE.**
12. **Participation in the bidding process shall be automatically deemed to be unconditional acceptance of all the terms and conditions of the bid document.** Therefore, all bidders are explicitly informed that conditional offers shall not be considered and are liable to be summarily rejected.
13. If the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the Bid Security / EMD, Security Deposit and Performance Guarantee shall stand forfeited in case of non-compliance as applicable.
14. The bidder(s) who are found to be involved in Bid manipulation or unfair practices, or withdraw their Bids in support of others, may be banned from future bidding in the University. This is without prejudice to any other legal recourse available to the University.
15. Wherever authorised representatives are to attend in person, they shall carry an authorisation letter with valid documents.

16. All Bids in which any of the prescribed conditions are not fulfilled or incomplete are liable to be rejected. The University does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the Bid, and the Bidder shall be bound to perform the same at the rate quoted.
17. Canvassing in connection with Bids is strictly prohibited, and the bid submitted by the bidder who reports to canvassing will be liable to rejection and blacklisting for future bidding in the University.
18. In addition to the conditions laid down above, the bidders are required to go through the General Conditions of the bid/contract, special conditions of the bid/contract and the preamble attached to the article of agreement, as the same are binding on the bidders & contract shall be dealt with these conditions.
19. No complaints/requests regarding rates, quality, etc. will be entertained after finalising the contract.
20. No, any request of the bidder for modifications/changes in tender terms and conditions or addition of new terms and conditions will be considered (if any additional/modified terms and conditions are mentioned by the bidder anywhere in the bid documents, they will automatically be nullified).
21. **RISK PURCHASE CLAUSE:** In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order/ AT, or in the event of a breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving notice to defaulting supplier. The price as per the Risk Purchase exercise may be recovered from the bills pending with the supplier, even against any other suppliers outside this contract, or even from the pending bills with any other Government Department/Ministry. In the event of the contract being cancelled for any breach committed and the purchaser affecting the repurchase of the subject store at the risk and cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or the allied sister concern of the contractor.
22. **NON-BLACK LISTED CERTIFICATE:** Bidder/OEM will upload a self-certificate stating that their firm has not been blacklisted/ banned/ debarred by any Govt./ PSU agencies in the recent past, and also not under liquidation /court receivership /similar proceedings. (Note: Format attached to buyer-uploaded ATC document.)
23. **RIGHT TO REJECTION:** Central Purchase Office will be accepted after inspection, and only if found to be up to the standard specification. The decision of the Tender Purchase Committee (TPC) / Central Purchase Committee (CPC) shall be final as to the quality of the stores and shall be binding upon the tenderers, and in case any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found to be up to the standard specifications and free from all defects. The rejected stores must be removed by the tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the tenderer. The

store in charge of the concerned will take a reasonable view of such materials, but in no case shall be responsible for any loss, shortage, or damage that may occur to them while they are on the premises or the consignee.

24. **COMPLIANCE OF SPECIFICATION:** The bidder has to upload compliance with the specification by mentioning whether they complied/not comply with each parameter.
25. **MAKE-IN-INDIA CLAUSE:** For the Make-in-India clause, preferences will be decided as per the latest guidelines.
26. **PERCENTAGE OF LOCAL CONTENT:** The bidder must upload a certificate from the OEM regarding the percentage of local content and the details of locations at which the local value addition is made, along with their bid. The certificate should be in the format as attached under "Buyer Added Bid Specific ATC".
27. **CAPACITY VERIFICATION:** The University reserves the right to carry out capacity verification of the firms participating in the bid to ascertain the production capacity of firms at the time of technical evaluation, if required.
28. In case of any dispute between the parties in relation to or arising out of this Agreement, before the invocation of the Arbitration Clause, the aggrieved party shall refer the matter to the Vice-Chancellor, AMU, for pre-litigation settlement. The Vice-Chancellor, AMU, upon such a request for mediation, shall himself or through his nominee mediate between the parties to resolve the issue and shall express his opinion in writing after making an effort for settlement, after giving both parties an opportunity of being heard. In the event the mediation fails, the mediator shall refer the matter to Arbitration.
29. **SELF-CERTIFICATE FOR ACCEPTANCE OF ATC IS REQUIRED :** The bidder will submit a self-certificate stating that " (write name of firms) is accepting all terms and conditions of the ATC of Bid No. Dt: ... / / 2025" under "**Additional Doc 1**".
30. **Regarding Past Performance & Experience Criteria:** The bidder is advised to fill out the details in the format attached under the Buyer Added Bid Specific ATC document clause and upload the same under "**Additional Doc 1**". In support of this, the bidder is also advised to upload year-wise a copy of all quoted CRAC (Consignee Receipt and Acceptance Certificate) / SDA (Service Delivery Acceptance) / Satisfactory Supply Certificates with proper numbering, and in the absence of the same, it can not be considered.
31. The bidder will be liable to abide by all terms and conditions given in the tender documents.
32. All disputes relating to this tender shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor, AMU, whose decision will be binding on both parties.
33. All disputes arising out of this bid shall be subject to the jurisdiction of the Courts at Aligarh only.
34. Any conditional bid is not acceptable and seems to be rejected.
35. Errors and omissions excepted.
36. **The Bidder's rating should be at least three stars on the GeM portal.**

37. **PRE-BID:** All the bidders are advised to participate in the pre-bid as mentioned in the bid documents. (if mentioned in the bid documents)
38. Relevant documents in support of the eligibility criteria must be attached with the documentation **duly self-inked, signed**, and attested.
39. The contract would be assigned for the period as mentioned in the bid document from the date of execution of the contract. There shall be a trial period of two months, and satisfactory completion of the trial period would be necessary to grant the full contract tenure. Aligarh Muslim University, Aligarh reserves the right to terminate the contract without notice in case of non-satisfactory performance during the trial period.
40. The Awardee Bidder / Service Provider shall not be allowed to transfer, as sign, pledge or subcontract its rights and liabilities under the awarded contract to any other agency or organisation by whatever name be called under any circumstances.
41. The person(s) deployed by the Awardee Bidder / Service Provider shall not claim nor shall be entitled to pay perks and other facilities admissible to ad-hoc, regular/confirmed employees of the Aligarh Muslim University, Aligarh, during or after the expiry of the contract.
42. In case of termination of the contract on its expiry or otherwise, the person(s) deployed by the Awardee Bidder / Service Provider shall not be entitled to and will have no claim for any absorption nor any relaxation for absorption in the regular/ other capacity at the Institute.
43. The person(s) deployed by the Awardee Bidder / Service Provider shall not be deemed an employee of the Aligarh Muslim University, Aligarh; hence, the compliance with the applicable acts/ laws will be the sole responsibility of the Awardee Bidder / Service Provider.
44. No medical facilities or reimbursement or any sort of medical claims thereof in respect of a person(s) deployed by the Awardee Bidder / Service Provider will be entertained by the Aligarh Muslim University, Aligarh.
45. The Awardee Bidder / Service Provider shall not deploy, or the person(s) deployed by the Awardee Bidder / Service Provider can be discontinued or terminated at any time without any reason assigned if desired by the Aligarh Muslim University, Aligarh.
46. The Awardee Bidder / Service Provider shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Aligarh Muslim University, Aligarh / Govt. of India / any State or any Union Territory.
47. The Awardee Bidder / Service Provider shall be solely responsible for compliance with the provisions of various Labour and Industrial laws, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc., relating to the person(s) deployed by the Awardee Bidder / Service Provider at Aligarh Muslim University, Aligarh site or for any accident caused to them, and the Aligarh Muslim University, Aligarh shall not be liable to bear any expense in this regard. The Awardee Bidder / Service Provider shall make payment of wages to workers engaged by it by the stipulated date, irrespective of any delay in settlement of its bill by the Aligarh Muslim University, Aligarh, for whatever reason. The Awardee Bidder / Service Provider shall also be responsible for its personnel insurance. The Awardee Bidder / Service Provider shall specifically ensure compliance with various Laws / Acts.

48. The Aligarh Muslim University, Aligarh, will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the person(s) deployed by the Awardee Bidder / Service Provider or by the Awardee Bidder / Service Provider. The person(s) deployed by the Awardee Bidder / Service Provider, as well as the Awardee Bidder / Service Provider, shall comply with all relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Aligarh Muslim University, Aligarh will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Awardee Bidder / Service Provider.
49. The Awardee Bidder / Service Provider shall be solely liable for all payment/dues of the person(s) deployed by the Awardee Bidder / Service Provider clearly specifying the deductions on account of EPF, ESI and other statutory obligations, etc. The Awardee Bidder / Service Provider shall fully indemnify Aligarh Muslim University, Aligarh, against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in Aligarh Muslim University, Aligarh. Any complaint towards non-payment of wages, other liabilities and statutory obligations will lead to immediate termination of the contract with a penalty.
50. In case of any theft or pilferage, loss or other offences, the Awardee Bidder / Service Provider will investigate and submit a report to the Aligarh Muslim University, Aligarh and maintain liaison with the Proctor, Aligarh Muslim University, Aligarh and the Aligarh Muslim University, Aligarh, wherever necessary. If need be, a joint enquiry comprising both parties shall be conducted, and responsibility shall be fixed.
51. The Awardee Bidder / Service Provider shall ensure that the person(s) deployed by the Awardee Bidder / Service Provider is fully loyal to the Aligarh Muslim University, Aligarh, during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Aligarh Muslim University, Aligarh.
52. In case any loss that might be caused to Aligarh Muslim University, Aligarh, due to a lapse on the part of the person(s) deployed by the Awardee Bidder / Service Provider discharging their responsibilities will be borne by the Awardee Bidder / Service Provider. In this connection, Aligarh Muslim University, Aligarh shall have the right to deduct the appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to Aligarh Muslim University, Aligarh, besides imposition of penalty. In case of frequent lapses on the part of the person(s) deployed by the Awardee Bidder / Service Provider, Aligarh Muslim University, Aligarh shall, within its right, terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties/termination shall be binding on the Awardee Bidder / Service Provider.
53. The service-providing Awardee Bidder / Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the person(s) deployed by the Awardee Bidder / Service Provider. The Aligarh Muslim University, Aligarh shall, in no way, be responsible for the settlement of such issues whatsoever.

54. The Awardee Bidder / Service Provider shall be responsible for any act of indiscipline on the part of the person(s) deployed.
55. The Awardee Bidder / Service Provider shall be responsible for police verification, character, and antecedents' verification of the person(s) deployed. The same may also be verified by the Aligarh Muslim University, Aligarh, at any time, if so desired.
56. Any damages/ losses caused by the person(s) deployed by the Awardee Bidder / Service Provider shall be borne by the Service Provider. The Aligarh Muslim University, Aligarh, shall not lose or cause any injury to any person deployed by the Awardee Bidder / Service Provider during functions/duties or for payment towards any compensation.
57. The Awardee Bidder / Service Provider shall maintain all statutory registers under the Law and shall produce the same, on-demand, to the Aligarh Muslim University, Aligarh or any other authority under the Law.
58. **DEFAULT IN THE PAYMENT:** If as a result of the post-payment audit, any overpayment is detected in respect of the supply order by the awardee bidder under the tender, it shall be recovered by the Aligarh Muslim University, Aligarh from the awardee bidder.

"I/ We, the undersigned, confirm that I/We have read and considered/ understood all the above points carefully as mentioned in this tender document and agree to its terms and conditions unconditionally, and am/are signing it voluntarily. I/we understand that if I/we have any questions or concerns about this tender document, it is my/our sole responsibility to discuss this with the concerned officer as defined in this tender document."

Yours faithfully,

Signature & Seal of the Bidder

Date:
Place:

Name of Bidder:
Designation:
Name of Firm:
Address:
.....
Contact No.:
Email:

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---