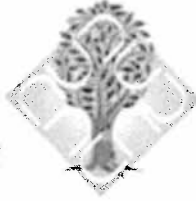


अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10 (89)/ 2015-16/ Monkey Handler/79569

17 September, 2015

To,

Subject: Notice inviting Tender / Quotation for Deployment of Monkey Handler at premises of Ambedkar University Delhi

Ambedkar University Delhi (AUD) invites sealed quotations from competent monkey handlers (hereinafter called the "agency") to deploy trained persons at its Kashmere Gate campus. The quotation is required to be submitted in a sealed cover addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 05-10-2015 up to 02.00 pm, duly superscribing the work i.e "Quotation for Deployment of Monkey Handler at premises of Ambedkar University Delhi" on top of the cover.

Last Date of submission of tender / quotation - 05-10-2015 at 02.00 PM
Date of Opening of tender / quotation - 05-10-2015 at 03.30 PM

Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi

**TERMS & CONDITIONS OF CONTRACT FOR SUBMISSION OF
TENDER BID/ QUOTATION**

1. The monkey handler shall be responsible to drive away the monkeys from the premises of Ambedkar University Delhi at Kashmere Gate campus including floors/terrace etc. While performing such duties, instructions contained in the Prevention of Cruelty to Animals Act, 1960 and other relevant acts will be strictly followed.
2. The services of monkey handler will be provided on all seven days in a week. The agency is advised to see the area before submitting its bid.
3. The quotation shall be given exclusively for one monkey handler. However, the agency should be capable of deploying at least three monkey handlers on any given day.
4. Any individual/ Firm which has been blacklisted by AUD or any other Central/ State Government Organization/ PSU in the past three financial years, will not be eligible to participate in the tender process.
5. Similarly, an Individual/ Firm will have to furnish an undertaking that its contract has not been prematurely terminated due to unsatisfactory performance/ non performance by AUD or any Government/ PSU organization in the past three financial years, as per Appendix B of the tender document.
6. The firm shall not assign or sublet the work or any part of it to any other person or party.
7. The payment shall be made in the following month on submission of the bill by the agency.
8. In case of absence of monkey handler, deduction at pro-rata basis will be made from the month's bill.
9. The agency will arrange for food, medical aid in case there is any physical injury to the monkey handler during the period. No additional expenses of any kind shall be borne by the university.
10. The monkey handler shall be equipped with a whistle and a stick during the duty.
11. The Assistant Registrar (Estate) will operate the contract on behalf of AUD. Monkey handler's mobile number shall be available with the Estate Division of the AUD.

12. Any staff member may contact the monkey handler directly over phone if his services are required at any point of time. The monkey handler shall respond to the call immediately and assist the concerned staff member without delay.
13. The agency shall indemnify the University against all damages/ charges and expenses for which the Government may be held liable or pay on account of the negligence of the contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof. The AUD shall not be responsible financially or otherwise for any injury to the monkey handler or person deployed by the agency during the course of performing duties.
14. In case of breach of any of the terms and conditions mentioned in the tender, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by AUD in that event.
15. Late receipt of bids (i.e. after due date and time) will not be considered. Authorized representatives of the tenderers may participate in the tender opening committee meeting, in case they wish to do so.
16. Rates must be quoted in figures & words in INR with all levies and taxes. The rates quoted will be valid for one year.
17. **Earnest Money Deposit (EMD)** of Rs. 5,000/- (Rupees five thousand only) in the form of crossed demand draft/ pay order drawn in favour of **Registrar, Ambedkar University Delhi** shall be enclosed with the bid. The EMD of unsuccessful tenderer will be returned after completion of the tender process. Tenders received without prescribed earnest money shall not be considered.
18. Each page of the tender document should be **signed by the tenderer**.
19. **Details of experience** if any, in the form of work order/ certificate of performance should be enclosed with the tender document.
20. The AUD will open the bids, in the presence of bidder or his authorized representative who choose to attend, at the time and date specified in the tender notice. The bidders or his authorized representatives who are present shall sign the tender opening document evidencing their attendance.

21. AUD reserves the right of accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one bidders.
22. The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the Bids without assigning any reasons thereof. AUD also reserves the right to modify and / or relax, any terms & conditions of this tender document to safeguard its interest.
23. AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
24. The bid would be valid for 90 days from the date of opening of the tender.
25. The quoted rate shall include cost of material, labour, transport, taxes & duties, royalties, octroi and other local taxes or levies etc, if any.
26. The contractor shall be required to deposit a sum equivalent to 5 percent of the total work order at the time of award of the contract as security deposit in the form of demand draft or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of **Registrar, Ambedkar University Delhi**. No interest shall accrue on this amount. The Security amount shall be re-payable after two months of the expiry/ termination of the contract after deduction of penalty/ other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.
27. The period of the contract shall be for one year. However, it may be extended for one more year at the discretion of the competent authority.
28. The AUD may make any variation of the quantity & quality or any part thereof that may in its opinion be necessary for that purpose as mentioned below :-
 - a. Increase/ decrease/ change the quality or kind of the number of item/ persons/ service, as mentioned.
 - b. Omit any such item/ persons/ service if found necessary after issue of Work Order, if required.
 - c. Additional requirement or any item/ persons/ service required may be supplied by the bidder.

29. Penalties: In the event of the service provider failing, declining, neglecting or delaying the work or in the event of any damage occurring or being caused by him/ her, AUD shall without prejudice to any other party, exercise the remedy available to it under the law in force in the Delhi state:

- (a) Terminate the work order at the risk and cost of the bidder whose quotation has been accepted and
- (b) Recover the amount of loss caused by the damage, failure or default (including the consequential damage).
- (c) Impose a penalty up to 10% of the total value of the order and confiscate the security deposit.
- (d) Blacklist the Agency/ Firm.

30. All disputes arising out of this contract shall be referred to the sole arbitration of the Vice Chancellor, Ambedkar University Delhi, or an arbitrator nominated by him. His decision will be final and binding on both the parties. The venue of arbitration shall be New Delhi (India).

Ambedkar University Delhi
PRICE BID

Name of work: Providing services of monkey handler at Ambedkar University Delhi.

S. No.	Description of Item	Accounting Unit	Person	Rate per person (in figures and words)
1	Providing services of monkey handler to keep away monkeys from the premises of Ambedkar University Delhi	Nos.	01	Rs.
	Total Quoted Amount (Inclusive of All taxes) in Digits and words			Rs.

1. I have enclosed Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five thousand only) in the form of crossed demand draft/ pay order number _____ dated _____ drawn in favour of **Registrar, Ambedkar University Delhi.**

2. I have signed each page of the tender document.

3. I have attached work orders/ certificates of performance with the tender document

Place:

Signature of the Tenderer

Date: _ / _ / ____

UNDERTAKING

It is certified that;

- (i) I/ my firm/ agency/ company has not been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions in the preceding three financial years and no criminal case is pending against the said firm/ agency as on _____.

- (ii) Services of my/ our Firm have never been prematurely terminated due to unsatisfactory performance/ non performance by any Government/ PSU organization in the preceding three financial years.

Signature of the Tenderer _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency _____

Place:

Date: _____

**Agreement to be signed for deployment of Monkey Handler at
premises of Ambedkar University Delhi**

<Stamp paper of requisite amount>

Service Agreement for Monkey Handler

This agreement is made on _____ 2015 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a Company/ Firm with office at _____ hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing total solution for Deployment of Monkey Handler to the AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

WITNESSES

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory