



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान
(एक सांविधिक संस्थान निफ्ट 2006 अधिनियम के तहत प्रमाणित)
(वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित संस्थान)

निफ्ट कैंपस, दूरभाष नगर, आईटीआई परिसर, रायबरेली - 229010 (फोन: 0535-2702426)

9505(129)/NIFT/RBL/Bldg./AMC of Split AC/22

दिनांक: 17.05.2022

आमंत्रित ई-निविदा सूचना

निफ्ट रायबरेली में "स्प्लिट एवं विन्डो एसी के व्यापक वार्षिक अनुरक्षण कार्य" हेतु निविदा आमंत्रित करने की सूचना ।

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान (निफ्ट), रायबरेली प्रतिष्ठित एजेंसियों या ठेकेदारों से "निफ्ट रायबरेली कैंपस और वाराणसी एक्सटेंशन सेंटर चौखाघाट वाराणसी में स्थापित स्प्लिट और विन्डो एयर कंडीशंस के व्यापक वार्षिक अनुरक्षण अनुबंध" के लिए दो बोली प्रणालियों में ऑनलाइन ई-निविदा आमंत्रित करता है। ई-निविदा दस्तावेज के विवरण के अनुसार "स्प्लिट एवं विन्डो एसी के व्यापक वार्षिक अनुरक्षण कार्य" ("Comprehensive Annual Maintenance Contract of Split & Window Air Conditions") में कम से कम चार साल कार्य अनुभव हो। ई-निविदा नोटिस और ई-निविदा दस्तावेज CPP पोर्टल <https://eprocure.gov.in/eprocure/app> एवं निफ्ट रायबरेली की वेबसाइट <https://nift.ac.in/raebareli> पर उपलब्ध है।

निविदाकर्ता से अनुरोध है कि निविदा सूची में दरों को अंकित करने से पूर्व वे ई-निविदा दस्तावेज के अंग्रेजी माध्यम में दिए गए निर्देशों एवं शर्तों को सावधानीपूर्वक पढ़ने के उपरांत ही बोली दर अंकित करें। निविदा के लिए आवेदन केवल ऑनलाइन माध्यम <https://eprocure.gov.in/eprocure/app> (CPPP Portal) से ही स्वीकार किया जाएगा, कोई अन्य माध्यम स्वीकार नहीं किया जाएगा। निफ्ट रायबरेली संस्थान के पास बिना कोई कारण बताए किसी भी या सभी पार्टियों/फर्म/एजेंसीयों/बोलीदाताओं को स्वीकार या अस्वीकार करने का अधिकार आरक्षित है।

ई-निविदा प्रक्रिया के लिए समय सारिणी:

ऑनलाइन निविदा जमा करने की प्रारम्भिक तिथि:-	18.05.2022 सायं: 06:00 बजे
ऑनलाइन निविदा जमा करने की अंतिम तिथि	13.06.2022 अपराह्न 03:00 बजे
निविदा प्रपत्र खुलने का तिथि एवं समय (तकनीकी)	14.06.2022 अपराह्न 3:30 बजे
वित्तीय निविदा प्रपत्र खुलने की तिथि एवं समय	14.06.2022 अपराह्न 3:30 बजे
आवश्यक अग्रिम बयाना राशि: रु.15,000/-	बीमा जमानत बांड/एकाउंट पेयी डिमांड ड्राफ्ट/सावधि जमा रसीद/बैंकर चेक या बैंक गारंटी जो निफ्ट रायबरेली के पक्ष में देय होगा, अंतिम तिथि यानी दिनांक 13.06.2022 को अपराह्न 03:00 बजे या उससे पहले लिफाफे में भेजना सुनिश्चित करे।

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

FULL SIGNATURE & STAMP OF THE TENDERER

नोट: बयाना/अग्रिम राशि रु. 15,000/- बीमा जमानत बांड/एकाउंट पेयी डिमांड ड्राफ्ट/सावधि जमा रसीद/बैंकर चेक या बैंक गारंटी के प्रारूप में निफ्ट, रायबरेली के पक्ष में देय होगा।

बीमा जमानत बांड/एकाउंट पेयी डिमांड ड्राफ्ट/सावधि जमा रसीद/बैंकर चेक या बैंक गारंटी को एक बंद लिफाफे में रख कर जिस पर टेंडर संख्या, दिनांक..... एवं निविदा शीर्षक **“स्प्लिट एवं विन्डो एसी के व्यापक वार्षिक अनुरक्षण कार्य”** (“Comprehensive Annual Maintenance Contract of Split & Window Air Conditions”) निफ्ट रायबरेली एवं निफ्ट विस्तार केन्द्र चौकाघाट, वाराणसी सुस्पष्ट शब्दों में अंकित हो, दिनांक 13.06.2022 को अपराह्न 03:00 बजे या उससे पहले निम्नलिखित पते पर प्रेषित हो:-

“सयुक्त निदेशक, राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, दूरभाष नगर, रायबरेली- उत्तर प्रदेश, पिन 229010”

ऑनलाइन आवेदन से पूर्व फर्म को <https://eprocure.gov.in/eprocure/app> (CPPP Portal) पर पंजीकृत करना सुनिश्चित करे।

नोट: बोलीदाताओं से आग्रह है कि सभी संबंधित निविदा दस्तावेजों (केवल तकनीकी निविदा) की विधिवत स्वप्रमाणित प्रतियां भौतिक रूप में (जो ऑनलाइन निविदा के साथ जमा की जा रही हैं) आवश्यक ईएमडी के साथ निविदा जमा करने की अंतिम तिथि अर्थात् 13.06.2022 अपराह्न 03:00 बजे से पहले जमा करनी होंगी (मूल्य निविदा- Price Bid को छोड़कर)। उपरोक्त दस्तावेजों के संलग्न होने का प्रमाण प्रस्तुत नहीं करने वाले निविदा बोलीदाताओं के निविदा दस्तावेज बिना किसी सूचना के खारिज किए जाने के लिए वे स्वयं उत्तरदायी होंगे। किसी भी विसंगति (दस्तावेजों की कमी आदि) के मामले में, केवल ऑनलाइन जमा किए गए दस्तावेजों को ही मूल्यांकन के लिए विचार किया जाएगा।

मूल्यांकन के लिए केवल ऑनलाइन जमा किए गए दस्तावेजों पर विचार किया जाएगा।

ईएमडी के बीमा जमानत बांड/एकाउंट पेयी डिमांड ड्राफ्ट/सावधि जमा रसीद/बैंकर चेक या बैंक गारंटी को निविदा की अंतिम तिथि और समय के बाद अर्थात् 13.06.2022 अपराह्न 03:00 बजे विचार नहीं किया जाएगा।

(क्रय अधिकारी)

निफ्ट रायबरेली

सूचना: इस निविदा दस्तावेज में 19 पृष्ठ हैं (अनुलग्नकों सहित पृष्ठों की कुल संख्या) और निविदादाताओं से अनुरोध है कि वे हस्ताक्षरित और स्कैन किए गए सभी पृष्ठों को जमा करें।

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

FULL SIGNATURE & STAMP OF THE TENDERER



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान
(एक सांविधिक संस्थान निफ्ट 2006 अधिनियम के तहत प्रमाणित)
(वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित संस्थान)

निफ्ट कैंपस, दूरभाष नगर, आईटीआई परिसर, रायबरेली - 229010 (फोन: 0535-2702426)

9505(129)/NIFT/RBL/Bldg./AMC of Split AC/22

दिनांक: 17.05.2022

Notice Inviting E-Tender

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for **“Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and Varanasi Extension Centre Chowkhaghat Varanasi”** from reputed Agencies or Contractors having experience of at least 04 years in comprehensive AMC of Split and window Air conditioners as per details of e-tender document. The e-tender notice and e-tender documents are available on CPPP Portal i.e. <https://eprocure.gov.in/eprocure/app> and same is also available for viewing on the “Tenders” link of the NIFT website i.e. <https://nift.ac.in/raebareli>.

The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully before quoting the rates in Tender Schedule and comply with the same there after amendments made if any. Application to this tender will be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app> (CPPP Portal). No other mode of tender shall be considered and as such tender other the CPP Portal shall not be accepted. The right to accept or reject any / or all the tenders/quotations from any or all parties without assigning any reason is reserved to NIFT.

Time Schedule for Tender Process:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	18.05.2022 from 6:00 PM
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	13.06.2022 up to 3.00 PM
Date and time of opening of tender (Technical Bid)	14.06.2022 up to 3.30 PM
Opening Date and Time of Financial Bid(s)	will be notified to the technically qualified bidders only
Earnest Money Required: Rs.15,000/-	in the form of Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favour of NIFT, payable at Raebareli to be sent in the envelope on or before last date i.e. 13.06.2022 at 03:00 PM.

Note: Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee of EMD in original must be sent in the envelope with caption “Tender no.....” & Date..... and **“Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and**

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Varanasi Extension Centre Chowkhaghat Varanasi” and address to the “Joint Director, National Institute of Fashion Technology, NIFT Campus, Doorbhash Nagar, Raebareli-229010” on or before the last date of bid submission date i.e. **13.06.2022 at 03:00 PM.**

For applying online, the Firm should get itself registered at <https://eprocure.gov.in/eprocure/app> (CPP Portal).

Note: *The tenderer must upload self-attested copies of all the relevant documents in separately and a copy of the same (Only Technical bid) in physical form also (which are being uploaded with online tender) send along with required EMD on or before the closing date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.*

Documents submitted online only will be considered for evaluation.

Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee of EMD will not be entertained after closing date & time of the tender i.e. 13.06.2022 at 03:00 PM.

(Purchase Officer)
NIFT-Raebareli

Note: This tender document contains **19** pages (Total no. of pages including Annexures) and bidders are requested to submit the signed and scanned all the pages.

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1. INTRODUCTION

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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National Institute of Fashion Technology (NIFT) is a Statutory Body governed by the NIFT Act 2006 and is set up by the Ministry of Textile, Govt. of India for the promotion and development of education and research in field of Fashion Technology. NIFT provides Fashion business education across the country through its network of 17 campuses. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhi Nagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Punchkula, Raebareli, Shillong and Srinagar.

NIFT, Rae Bareli Campus was established in the year 2007 and imparting education to 4 (Four) undergraduate and 1 (One) post graduate programmes. Donations to NIFT are exempted u/s 80 (G) of Income Tax Act. and is registered with DSIR and NIFT is exempted for Custom/Central Excise Duty.

2. **NOTICE INVITING E-TENDER**

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for supply of **“Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and Varanasi Extension Centre Chowkhaghat Varanasi”** from reputed Agencies or Contractors having experience of at least 04 years in comprehensive AMC of Split and window Air conditioners as per details given in Technical Bid **(Annexure-I)**. The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully and can also visit the Campus to have realistic view of the scope of work before quoting the rates in quotations/Tender schedule and comply with the same, Amendments/modification in the tender will be mentioned in the NIFT Raebareli Website. Application to this tender will be accepted only through the online mode <https://eprocure.gov.in/eprocure/app> (CPPP Portal). No other mode of tender shall be considered and as such tender other than CPP Portal shall not be accepted. However, the required EMD in original **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** must be sent in the envelope with caption 'tender no.' and EMD address to the "Joint Director, NIFT Campus, Doorbhash Nagar, Raebareli-229010 on or before the last date and time of bid submission date.

Time Schedule for Tender Process:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	18.05.2022 from 6:00 PM
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	13.06.2022 up to 3.00 PM
Date and time of opening of tender (Technical Bid)	14.06.2022 up to 3.30 PM
Opening Date and Time of Financial Bid(s)	will be notified to the technically qualified bidders only
Earnest Money Required: Rs.15,000/-	in the form of Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favour of NIFT, payable at Raebareli to be sent in the envelope on or before last date i.e. 13.06.2022 at 03:00 PM.

It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue,

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improper digital signature certificate problem etc. In view of this context National Institute of Fashion Technology will not be responsible for any such eventualities.

3. **PROCESS OF ONLINE REGISTRATION & SUBMISSION OF BIDS**

- a) Interested bidders should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids – all duly signed – on the <https://eprocure.gov.in/eprocure/app> (CPPP Portal). Tender document is also available for viewing on the “tenders” link of the NIFT website i.e. <http://nift.ac.in/raebareli>.
- b) Applications/Bid to this tender will be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app> (CPPP Portal) No other mode of application will be considered & the application will not be accepted.
- c) For applying online, the firm should get itself registered at <https://eprocure.gov.in/eprocure/app> (CPPP Portal).
- d) The bidder needs to mention his Company Name, Address and User-ID to register in CPPP Portal.
- e) The basic requirements for registration and applying for tender online are as under:
 - Operating System should be at least windows 7.
 - Java version: Java 8 updates 25.
 - Use Internet Explorer 8 and above.
 - All java add-ons must be enabled in the system.
 - Always use Class III B Digital Signature Certificates (DSC) having Signing and Encryption both.
- f) The bidder should ensure that it complies with the above requirements before applying for tender upto 13.06.2022.
- g) **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** of EMD in original must be sent in the envelope with caption ‘Tender no.....’ & Date..... and “**Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and Varanasi Extension Centre Chowkhaghat Varanasi**” and address to the “**Joint Director, National Institute of Fashion Technology, NIFT Campus, Doorbhash Nagar, Raebareli-229010**” on or before the last date of bid submission date i.e. 13.06.2022 at 03:00 PM. The scanned copy of the original EMD **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** should be uploaded along with Tender Documents.
- h) Online submission of technical bid contains in prescribed Performa as per **Annexure – I (Technical Bid)** along with scanned copies of **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** in favor of NATIONAL INSTITUTE OF FASHION TECHNOLOGY and payable at Raebareli towards Earnest Money Deposit (refundable but non-interest bearing) with all relevant documents.

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- i) *The tenderer must upload self-attested copies of all the relevant documents in separately and a copy of the same (Only Technical bid) in physical form also (which are being uploaded with online tender) send along with required EMD on or before the closing date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.
Documents submitted online only will be considered for evaluation.*
- j) Online financial bid may be submitted/filled separately as per **Annexure – II (Financial Bid)**.
- k) The online financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- l) The interested bidders are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.

4. **SELECTION CRITERIA OF BIDDER**

The selection of eligible bidder will be based as per following terms & Conditions:

Technical Bid: The financial bid will be opened only of those bidders who will qualify technical bid.

Financial Bid: Work order will be awarded to the L1 bidder/s who will quote lowest rate for overall work in **Indian Rupees (INR) including GST.**

The bidders should have to quote for all component /specification of work as mentioned in the price bid/BOQ. If any bidder has not quoted or quoted 'Zero (0)' rate in any of the component/specification of works, it will be treated as it all the particular / specification of the work should be carried out by selected agency within the overall price quoted.

In case L-1 is more than one, then the overall average turnover of last 03 years i.e. 2018-19, 2019-20 & 2020-21 of the bidders on higher side would be the selection criteria. Selection of successful bidder by NIFT authority in such situation will be one of the final in all respect and will be binding on all the bidders.

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards, GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **DOCUMENTS REQUIRED**

Tender shall be accompanied by the relevant documents with Technical Bid (**Annexure-I**) duly certified by the firm: -

- (I) The annual financial turnover of the bidding firm during last three years ending 31.03.21 should be at least Rs.4.00 Lacs (Rupees Four Lacs only) for each financial year i.e. 2018-19, 2019-20 & 2020-21. Certificate depicting year wise financial turnover of

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the bidding firms during last three years ending 31.03.2020 (i.e. 2018-19, 2019-20 & 2020-21.) duly certified by Chartered Accountant must be attached (submit original scanned copy).

- (II) NIFT invites e-Tenders from reputed Agencies or Contractors having Experience of successfully completed works during last 04years ending on previous day of last day of submission of tender:
 - a. Three similar works each of value not less than Rs.2,00,000/- (Rupees Two lacs only) OR
 - b. Two Similar works each of value not less than Rs.3,00,000/- (Rupees Three lacs only) OR
 - c. One similar work of value not less than Rs.5,00,000/- (Rupees Five lacs only).
- (III) **Relaxation in turnover & Experience:** As per the Govt. of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided to Startups/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.
- (IV) Solvency Certificate amount equal to (Rs.2.00 lacs) issued by scheduled bank should be enclosed.
- (V) Copy of Registration Certificate in support of GST and PAN No. (Submit original scanned copy online).
- (VI) The bidder shall be required to deposit the Earnest Money Deposit (EMD) amount of **Rs.15,000/-** (Rupees Fifteen Thousand Only) in form of Demand Draft / Banker Cheque in favor of NIFT payable at Raebareli. The **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** must be reached NIFT Raebareli Campus on or before **13.06.2022 at 03:00 PM**, EMD received after due date will not be entertained.
- (VII) Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like – “NSIC, MSME, Startup India etc.” (Submit original scanned copy online).
- (VIII) Declaration on the Company letter head that the bidder has not been debarred /Blacklisted from participating in tender anywhere in NIFT HO and its Campuses and any Government Department / Public sector undertaking and also declaration to accept all the terms and conditions of tender document as Annexure III. (Submit original scanned copy online).

6. **Terms & Conditions:**

General Terms and Conditions

1. Tender shall be accompanied by the relevant documents including the Following:-

- i. Certificate in support of experience in last four years for having undertaken comprehensive AMC of Window AC & Split AC. Proper documentary evidence should be attached.
- ii. Copy of GST Firm Registration.
- iii. Copy of the PAN no. of the Firm.

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- iv. List of Present Clients with proper documentary proof. Copy of work order/ or agreement.
2. The tenders shall submit the offer duly signed on all pages and sealed.
3. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No tenderer shall be issued more than one tender form.
4. Tenders received without prescribed earnest money shall not be considered.
5. The schedule issued with the form of tender listing the details of items to be supplied must not be altered by the tenderer. Any modifications/alterations of the schedule considered necessary by the tenderer, should be in the separate letter accompanying the tender.
6. No paper shall be detached from the tender.
7. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein: otherwise the tender is liable to be ignored.
8. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in online submission and hard copies.
9. Individual signing the tender or other documents connected with the tender must specify whether he signs as
 - i. A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - ii. A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - iii. Director or Principal Officer duly authorized by the Board of Directors of the Company.
 - iv. In case of (i) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (ii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
10. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
11. The tender should accompanied by an EMD as mentioned along with the tender in the form of DD drawn in favour of NIFT, Rae Bareli payable at Rae Bareli. Tenders without EMD will be summarily rejected.
12. Late tenders will not be considered.
13. National Institute of Fashion Technology reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid since due weight age shall be given to several factors besides the commercial bid.
14. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, NIFT may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract; NIFT' s decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.
15. NIFT shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify NIFT in case of any damage or liability, which may arise on account of action of contractor.
16. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Director, NIFT, Rae Bareli as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator

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- appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts, or amounts payable to either party.
17. The Contractor will work in close co-operation with Building Dept, NIFT for the Repair & Maintenance services as per tender.
 18. Payment shall be made quarterly on satisfactory completion of the job, Certified by Engineer-in-charge of NIFT Rae Bareli and TDS as applicable will be deducted.
 19. All statutory obligations under various laws from time to time will have to borne by contractor for which no extra payment shall be made to him at any time during the contractual period.
 20. The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor(s) and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
 21. As per NIFT policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e. paise 50 or above will be rounded off to the near higher rupee and paise less than 50 will be ignored.
 22. The rates quoted should be inclusive of all taxes and including GST.
 23. The rates quoted should be on FIRM & FIXED basis.
 24. Comprehensive AMC of Split & Window unit AC's including supply of all material spares, replacement /repairs of compressor from OEM's if within guarantee otherwise party has to change the compressor on own cost basis, gas charging, stabilizer, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.
 25. AMC shall also include deployment of fulltime mechanic (from 09.00AM To 12.30PM every day Monday to Friday (all working days). He will report to NIFT-Civil Engineer for daily attendance and will take necessary instruction for effective coordination, fault analysis and trouble shooting.
 26. A minimum stock of spares including compressors, fan & blower motors, fan blades & accessories etc. will have to be maintained at the premises for meeting immediate exigencies of work and upkeep of equipments at all times. Efforts should be made to ensure close to zero MTBF (Mean Time between Failures).
 27. Contractor has to do quarterly service of the unit by trained personnel including the following and submit the report to Engineer- in- charge of NIFT Rae Bareli.
 - a). Rectification of defects observed during inspection.
 - b). Checking of electrical parts including motors & rectification.
 - c). Checking & adjustment of controls and lubricating of moving parts.
 31. The rates shall be submitted in the prescribed Performa Annexure enclosed.
 32. After awarding the contract on the term & condition mentioned in the tender document if a contractor decline to offer service during the contract period EMD/Security deposit /performance guarantee will be forfeited.
 33. The penalty amount per complaint will be as follow:
 - (i) Fault not rectified within 6hour @ Rs 50/- per hour.
 - (ii) Major faults not rectified within 48 hours @ Rs 200/- per day.
 - (iii) If OEM or above specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
 - (iv) Any delay beyond 10 days in rectifying the major fault, the penalty will be enhanced to Rs-1000/- per day.

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- (v) Beyond 15 days, if the equipment is getting repaired in the open market and the actual cost of the repairs shall be recovered from the contractor. In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority.
34. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the history sheet.
 35. Complaint feedback/performance report:- The Contractor will maintain all records of the complaints in a Register to be provided later by the Engineer-in-Charge.
 36. After completion of the Agreement, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.
 37. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
 38. In case the Mechanic is found absent from his duty, recovery at the rate of Rs. 100/- per day shall be made from the contractor's bill.
 39. Mechanic should have his Mobile Phone at the time of Duty at NIFT.
 40. NIFT shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him.
 41. Any damage resulting to the system on account of the negligence or mal- operation shall be made good by the contractor. Nothing extra will be paid for such work.
 42. The contractor shall arrange to render efficient service as outlined in this specification. However, in case he fails to maintain the service to the satisfaction of the Engineer- in – charge then NIFT has to incur any expenditure to maintain the installation by alternative arrangement. The expenditure thus incurred will be recovered from the contractor.
 43. The EMD of successful bidder will be returned only after the receipt of security deposit/Performance guarantee.
 44. The contractor or his representative, labour should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer – in – Charge in writing. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
 45. Water and power shall be made available free of cost for bonafide use.
 46. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be the property of contractor.
 47. The staff deployed by contractor shall be versed with the job requirement and shall not be changed without information to NIFT engineer.
 48. The successful bidder shall deposit **Rs. 15,000/-** (including amount of EMD) as Security deposit /Performance guarantee with NIFT in shape of demand draft (in favour of NIFT, Rae Bareli), fixed deposit receipt or bank guarantee. No interest shall accrue on this deposit which will be returned after expiring the AMC period and after adjusting dues, if any.
 49. Initially maintenances contract shall remain valid for one year and it may be extended/renewed every year for further two years only subject to satisfactory performance during the contract period. Nevertheless, the first party may terminate the contract of the second party without any notice in case the contractor commits a breach of any of the terms of the contract. First party's decision that a breach has occurred will be final and shall be accepted without demur by the second party.
 50. Tender once awarded may be extended further subject to satisfactorily performance of the Contract.
 51. During the contract period, if the performance is not satisfactorily then performance guarantee may be forfeited.
 52. The site can be inspected any time during working hours on any working days. No extra money shall be payable by NIFT for non-awareness of the site and conditions & constraints of Air Conditioner Unit. The interested firms are advised to inspect/check each & every AC unit before quoting their rate. The firms should ensure that all AC units must be in running

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condition during their CAMC period. No extra charge shall be payable for AC units which are not in working condition.

7. CONCILIATION & ARBITRATION

- (i) If any dispute(s) or difference(s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by Director – NIFT Raebareli Centre.
- (ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by Director – NIFT Raebareli Centre.
- (iii) The Arbitration proceedings shall be in accordance with the provision of the Arbitration & Conciliation Act, 1996 & Laws of India as amended or enacted from time to time.
- (iv) The venue of the Arbitration shall be based upon the NIFT Raebareli. The language of the arbitration proceedings shall be in English.
- (v) The Arbitrator will give the speaking & reasoned award.
- (vi) The cost incurred during arbitration, if any, shall be borne by the supplier.

8. APPLICABLE LAW & JURISDICTION

All matters connected with this shall be governed by the Indian Law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of Indian Courts at Raebareli.

- (i) NIFT reserves the right to annul the bidding process at any period to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders on the ground of NIFT action.
- (ii) The agency should not sublet the work or any part of the work to any other agency without written consent of NIFT.
- (iii) Decision of the Director-NIFT Raebareli will be final and binding in case of work requirement and in all the matters relating to technical and commercial terms and specifications including right reserved to reject the tender.

9. VALIDITY

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- (i) Rates quoted should be valid for a period of 03 (Three) months from opening of Financial Bid.
- (ii) The Tender should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address.
- (iii) The bidders should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.

Annexure – I

Technical Bid for “Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and Varanasi Extension Centre Chowkhaghat Varanasi”

1. Name of the Agency :
2. Name of the authorized person :
(Who signs on the tender document)
3. Address of the Agency :
4. Phone No :
5. email- address :
6. Mobile No. :

Eligibility Criteria for Selection:-

S. No.	Documents to be submitted	Proof Required	Submitted (Yes/No)	Page No.
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1.	The annual financial turnover of the bidding firm during last three years ending 31.03.21 should be at least Rs.4.00 Lacs (Rupees Four lacs only) for each financial year i.e. 2018-19, 2019-20 & 2020-21. Certificate depicting year wise financial turnover of the bidding firms during last three years ending 31.03.2021 (i.e.2018-19, 2019-20 & 2020-21.) duly certified by Chartered Accountant must be attached.	Submit original scanned copy online		
2.	NIFT invites e-Tenders from reputed Agencies or Contractors having Experience of successfully completed works during last 04years ending on previous day of last day of submission of tender: (i) Three similar works each of value not less than Rs.2,00,000/- (Rupees Two lacs only) OR (ii) Two Similar works each of value not less than Rs.3,00,000/- (Rupees Three lacs only) OR (iii) One similar work of value not less than Rs.5,00,000/- (Rupees Five lacs only).	Submit original scanned copy online		
S. No.	Documents to be submitted	Proof Required	Submitted (Yes/No)	Page No.
3.	Relaxation in turnover & Experience: As per the Govt. of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided to Startups/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications. Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like – “NSIC, MSME, Startup India etc.”	Submit original scanned copy of supply orders		
4.	Copy of Registration Certificate in support of GST and PAN No.	Submit original scanned copy online		
5.	Bidder is required to submit the Earnest Money Deposit (EMD) of Rs.15,000/- in form of Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favor of NIFT, payable at Raebareli as mentioned in	Submit original scanned copy online and enclosed DD separately		

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	para '5' "Document Required" & sub para 'vi' mentioned therein.			
6.	Solvency Certificate amount equal to (Rs.5.00 lacs) issued by bank should be enclosed.	Submit original scanned copy online		
7.	Declaration on the Company letter head that the bidder has not been debarred from participating in tender anywhere in NIFT HO and its Campuses and any Government Department / Public sector undertaking and declaration to accept all the terms and conditions of tender document, as per Annexure - III .	Submit original scanned copy online		

Signature of Tenderer:-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

Annexure – II

Details & Specification of Work for "Comprehensive Annual Maintenance Contract of Split & Window Air Conditions installed in NIFT Rae Bareli Campus and Varanasi Extension Centre Chowkhaghat Varanasi"

Sr. No.	Description of Items	Purchased Year	Make/ Brand	Qty.	Bidder Acceptance (Yes)
1	Comprehensive AMC of Split & Window unit AC's including supply of all material spares, replacement /repairs of compressor from OEM's if within guarantee otherwise party has to change the compressor on own cost basis, gas charging, stabilizer, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling. NIFT				

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	Campus for initial period of 12 months subject to further extension of two years.				
1	Window AC 2.0 Ton	2011	Hitachi	04	
2	Window AC 1.0 Ton	2021	Hitachi	08	
3	Split AC 1.5 Ton	2013	LG	11	
4	Split AC 1.5 Ton	2014	Hitachi	03	
5	Split AC 2.0 Ton	2014	Hitachi	04	
6	Split AC 2.0 Ton	2015	Hitachi	04	
7	Split AC 2.0 Ton	2016	Hitachi	10	
8	Split AC 2.0 Ton	2019	Vestar	36	
	NIFT VARANASI Extension Centre				
9	Split AC 2.0 Ton	2016	Hitachi	10	
10	Split AC 2.0 Ton	2016	Voltas	05	
	Total Air Conditioners for CAMC			95	

1. The rates should be indicated clearly both in Figures and in words. If there is variation between the rates in Figures and Words the lower rate will be taken for evaluation.

Work order will be awarded to the L1 bidder/s who will quote lowest rate for overall work in Indian Rupees (INR) including GST.

The bidders should have to quote for all component /specification of work as mentioned in the price bid/BOQ. If any bidder has not quoted or quoted 'Zero (0)' rate in any of the component/specification of works, it has been treated that all the particular / specification of the work should be carried out by selected agency within the overall price quoted.

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards, GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

Signature of Tenderer:

Name of the Authorized Signatory:

Name of the Company/Firm:

Seal of the Company/Firm:

Address:

Contact No.:

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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Annexure – III

Sub: Undertaking/Acceptance of Terms & Conditions of Tender.

Tender Bid No.-

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) / portal namely: - <https://eprocure.gov.in/eprocure/app> (CPPP Portal).
2. I / We hereby certify that I / We have read entire terms and conditions of the tender document from Page No. 01 to 17 (including all annexures) and I / We shall abide by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s).
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by NIFT Raebareli & its Campuses and any Government Department / Public Sector Undertaking.

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

FULL SIGNATURE & STAMP OF THE TENDERER