



National Institute of Food Technology Entrepreneurship and Management (NIFTEM)

Deemed to be University (De-novo Category) under Section 3 of the UGC Act, 1956 and
an Autonomous Institution under Ministry of Food Processing Industries, GOI,
Plot No 97, Sector-56, HSIIDC Industrial Estate, Kundli-131028, District-Sonepat (Haryana)

Tender No. N/PuS/P/2021/22/05

Dated:- 26.05.2022

NOTICE INVITING TENDER

Subject: E- TENDER for Comprehensive Annual Maintenance Contract (CAMC) of Split Air Conditioners installed at NIFTEM Campus, Kundli, Distt.- Sonapat, Haryana (2nd Call).

National Institute of Food Technology Entrepreneurship and Management (NIFTEM) is a registered society and an autonomous organization under Section 3 of the UGC Act, 1956 and an Autonomous Institution under Ministry of Food Processing Industries, GOI. NIFTEM functions as a centre for integrated education, research, enterprise incubation and outreach in area of Food Science, Food Technology & Business Management. NIFTEM has been set up on a 100-acre campus near Delhi Singhu Boarder at Kundli, Distt-Sonepat, and Haryana at a cost of approx Rs. 500 crores.

For and on behalf of NIFTEM online Tenders (Two bid system) are invited on CPPP e-Procurement website https://eprocure.gov.in/eprocure/app_from_eligible Manufacturers/ suppliers/ authorized dealers/ service providers for the Comprehensive Servicing / Repairing / Maintenance (CAMC) of Split Air conditioners installed in NIFTEM Campus for the period of one year from the date of award of CAMC Agencies/Firms/ at NIFTEM Campus, Kundli, Distt.- Sonapat, Haryana.

Critical Date Sheet

S.N.	Particulars	Important Dates	Time	EMD	Tender processing Fees
1.	Issue of Tender documents	26.05.2022	06.00 PM	₹ 20,000/-	₹ 500 + GST 18% = ₹ 590/-
2.	Pre-bid Meeting	02.06.2022	11.00 AM		
3.	Bid submission start date and time	06.06.2022	04.00 PM		
4.	Last date & time for submission of tender	14.06.2022	02.00 PM		
5.	Date & time of opening of Technical Bids	15.06.2022	03.00 PM		
6.	Date & time of opening of Financial Bids	Will be intimated separately to the successful bidders			

1. Mandate of NIFTEM:

NIFTEM is working as - '**Sector Promotion Organization**' & '**Business Promotion Organization**' of the food processing sector. It is a prime academic institution and offer B.Tech, M.Tech and Ph.D programmes in the areas of Food Technology and Management. The Institute has been granted Deemed to be University status under De-novo category under Section 3 of the UGC Act, 1956.

Major **Objectives** of NIFTEM are –

- One Stop Solution Provider
- Skill & Entrepreneurship Development
- Facilitating business incubation services with its ultra modern pilot plant
- Conducting Frontier Area Research

- Developing world class managerial talent
- knowledge repository
- Upgradation of SME Clusters
- Promoting cooperation and networking.

The description of works is as below.

2. Scope of Work:

- A. Bids are invited for Comprehensive Annual Maintenance Contract (CAMC) of Split Air conditioners installed in NIFTEM Campus for the period of one year from the date of award of CAMC. The details of items are as under:-

S.No.	Description of Items	Make	Capacity	Qty.*	Type
1	Split/Window Air conditioners	Samsung/Voltas/Blue star/ Hitachi or other	1.5 T	65	Non-Inverter Type
		Samsung/Voltas/Blue star/ Hitachi or other	1.5 T	12	Inverter Type
2		Azzure/Carrier/Blue star/LG/Hitachi/Vestar	2.0 T	47	Non-Inverter Type
3		Carrier/Voltas/ Hitachi or other	2.0 T	31	Inverter Type
4		Blue star	4.5 T	01	Tower type & Non-Inverter
5		Hitachi	1.0 T	15	Window mounted
		Whirlpool	1.25 T	01	Window mounted
		Hitachi	1.5 T	04	Window mounted
6	Automatic Voltage Stabilizer	Misc.	Different Capacities	98	Copper winding type

(Note - *nos. of the machine may vary as per requirements because some machines are already covered under warranty).

- B. The term “Comprehensive Annual Maintenance Contract (CAMC)” shall mean keeping the Air conditioners hereinafter called ‘machines’ in perfect working condition at all times, and covers each and every part of the system. Maintenance also includes on-call corrective as well as periodic preventive maintenance service visits by the service engineer of the CAMC holder. CAMC includes dehydration and gas charging, repair of compressor, fan motor etc. Replacement/repair of any of the part of the system during the currency of the contract shall be at the exclusive risk, responsibility and the cost of the contractor.
- C. A complaint should be attended within 24 hours excluding holidays. Preventive servicing of machines shall be done at least twice a year. Washing of filter of Air conditioners shall be done every two month in normal case, however if required this may be done as required.
- D. The machines shall be inspected by the successful tenderer before being taken over for maintenance under the “Maintenance Contract” and missing/non functional parts may be listed out and brought to the notice of this office, within two days of the award of contract in the presence of representative of this office and a rep. of current CAMC holder firm, failing which

the contractor shall be deemed to have taken over the machines of this office complete in all respects.

- E. The split Ac's and Stabilizer shall be kept in fully working condition till completion of contract. The firm will arrange handing over of the total split Ac's and Stabilizer in fully functional condition on completion of the contract.
- F. For regular and proper maintenance of the machines, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanic/technician to this department on all working days and also on holidays/after office hours, if found necessary by this office.
- G. The contractor shall also keep sufficient stock of items / spare parts which may be required for replacement / repairing in the event of the machines becoming non-functional or defective, during the currency of the contract. The successful tenderer shall be fully responsible for supply and installation of items/parts of good quality with ISI Mark/approved make or as directed by Engineer I/C.
- H. All tools for repair work will be provided by the agency at their own cost/labour.
- I. The contractor shall be responsible for smooth and satisfactory working of the all machines.
- J. It shall be obligatory on the part of the agency to carry out repair/maintenance of machines under his direct supervision and control and under no circumstances the work shall be assigned to sub-contractor.
- K. The work shall be carried out in the premises of the NIFTEM Campus. No cartage shall be paid for transportation of any type of items to be taken to workshop for repairs etc. Written prior permission of the concern officer will be required before taking out such goods/items from the NIFTEM premises.
- L. At the end of contract, the Service Provider agency has to handover all the AC's under CAMC in working conditions, otherwise, suitable deductions shall be made from final bills.

Contract Period: Initially for one year from the date of issue of letter of CAMC. The period of contract can be extended further up to two year depending upon requirement on same terms & conditions.

Break-down Services (BDS):

On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from coordinating officer of NIFTEM. A record of the break-down calls attended duly acknowledged by the occupant or user of the AC & in his absence by the person in charge of the location of the AC, shall be maintained & displayed on the "Maintenance Card" kept with the AC & also copy of the same in records of the person in charge. Ordinarily a complaint must be attended within 4 hours whenever no change of part is involved, however, in case of requirement of change of spare part, the complaint may be attended within 48 hours of its receipt.

Thereafter, under both the cases the delay in attending complaint shall attract a levy of compensation at the rate of Rs.300/- per day& per AC subject to a maximum of Rs. 2,500/- against the complaint. Thus after 5 days NIFTEM shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency.

Preventive Maintenance Services (PMS) Monthly:

The monthly services include:

- 5.1: Cleaning of air filters, indoor unit grills & filters through air blower.
- 5.2: Cleaning of the indoor unit body by wiping out the dust etc. with wet cloth.

Preventive Maintenance Services (PMS) Quarterly:

- 6.1: Every machine shall be serviced at least once every quarter. A record of such services duly acknowledged by the person using the machine or in his absence, in charge of the location of the AC shall be maintained.
- 6.2: Quarterly PMS shall include at least the following services:
- a. Replacement of filter if found damaged/unusable.
 - b. Checking selector switch, thermostat, relays, remote control etc.
 - c. Checking motor bushings.
 - d. Checking ground connections.
 - e. Cleaning of blower and condenser fan.
 - f. Cleaning the evaporator & condenser coils.
 - g. Checking and tightening of nuts & bolts.
 - h. Oiling the motors.
 - i. Checking of the backup electrical power outlet/ MCB.
 - j. Checking of the drive motors and fans.
 - k. Over hauling of the AC, with chemical washing process.
 - l. Checking cooling efficiency.
 - m. Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
 - n. Replacement of any component of air conditioners (Outdoor and indoor units, inlet and outlet Pipelines, electrical connections etc.) found defective after the above checks and tests.
 - o. Charging of Refrigerant Gas during the period of Contract if need arises.

A maintenance schedule mutually agreed upon will be prepared before commencement of the AMC. Any delay beyond the agreed schedule will attract penalty of 1% of Rate Contract value per day of delay or part there of subject to maximum deduction of 10% of the Rate Contract value.

Annual Maintenance Services:

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:

- a) Cleaning the condenser and evaporator coils with suitable detergent/chemical solution and flushing with high-pressure jet of water.
- b) Greasing of blower motors and all moving parts.

The above activities must be carried out within 15 (fifteen) days from the date of award of the contract or before commencement of the summer season (preferably in the month of February).

3. Eligibility Criteria

The tenderers must fulfill the following eligibility criteria:-

- i. The Service Provider should have at least 03 years experience in CAMC of Split AC's & Stabilizers related to works in the Central Govt./ State Govt./ PSU/ University/ Research Institute/ Colleges/ MNC/ Private, etc. **Copies of work orders for last three financial years (2018-19, 2019-20 & 2020-21) must be attached. Copies of minimum three Completion Certificates/ Performance Certificate must also be attached in which experience of minimum 50 AC's units in one work order. The Completion Certificate for last three financial years should contain Date of start, Date of completion, Value on completion etc.**

- ii. The Annual financial turnover of the bidder during the last 03 Financial Years (2018-19, 2019-20 and 2020-21) ended 31st March, 2021 should be at least Rs. 10.00 Lakh (Attach audited copies of Balance Sheet, P&L Account Statement. The Certificate by CA regarding turnover must be attached.
- iii. The bidder should have sufficient work force and infrastructure resources to carry out such work.
- iv. No subletting of work will be allowed at any stage.
- v. The Hard Copy of original instruments in respect of cost of tender document, earnest money must be reached at this addressed to the "Registrar, National Institute of Food Technology Entrepreneurship and Management, Plot No.-97, Sector-56, HSIIDC Industrial Estate, Kundli-131028, District-Sonepat (Haryana)" on or before bid opening date and time as mentioned in critical date sheet.

Caution: All the bidders are specifically informed that while submitting tender, must ensure that signed documents as indicated in the tender documents are mandatory, otherwise tender will be similarly rejected and no second opportunity will be given to submit shortfall documents. In case of less bids, Institute has liberty to invite shortfall documents.

The agencies (registered with MSME /NSIC registration) willing to claim any relaxation/exemption in tender fee, Turnover and Experience, etc, must submit claim for the same alongwith support document for consideration, otherwise, the same will not be extended. The relaxation/exemption will only be given, if you are registered for **applied category** of item(s)/services, etc. Upload proper Udyog Adhar Certificate from both sides with specified validity and relevant service category. The bidders who are claiming relaxation/exemption are required to submit undertaking as per **Annexure-V**.

4. Bidding Procedure

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor is advised to follow the instructions "Instructions To Bidder for Online Bid Submission".

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Bidding Application must be accompanied by the following:-

Technical Bid (Attached signed and stamped copy of each document)

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document (Scan Copies):

- i. **Proof for payment of Tender document Cost (T.Fee)/ Earnest Money Deposit** and permanent address of the Firm/Agency/Person.
- ii. Application Processing Fee **of Rs. 590/- (including GST) and EMD Rs. 20,000/-** in the form of Demand Draft, drawn separately in favour of NIFTEM payable at Delhi from SBI are to be enclosed with the technical bid, failing which the tender will summarily rejected. The Application Process Fee is non refundable.
- iii. Chartered Accountant's signed statement for Annual Turnover of the F.Y. 2018-19, 2019-20 & 2020-21.

- iv. Copies of Audited Balance Sheet and Profit & Loss Account for the F.Y. 2018-19, 2019-20 & 2020-21.
- v. Income Tax Returns for the previous years, 2018-19, 2019-20 & 2020-21.
- vi. Copies of Work Orders and Completion Certificates for last three financial years (2018-19, 2019-20 & 2020-21).
- vii. Incorporation details
- viii. PAN & GST details
- ix. Bank account details
- x. An Authorization Letter from bidder in favour of person signing tender documents.
- xi. Annexure No-I, Tender Form (Technical Bid) to be submitted on Letter Head, must be filled in completely. Page No is must to mention in the Annexure.
- xii. The Annexure No-IV, an undertaking to declare that Bidder has not been black listed in India and abroad must be submitted on Non-judicial Stamp Paper of Rs. 100.
- xiii. Complete Tender documents including Annexure (I, II, III & IV) and Annexure – V, if required, duly signed and stamped on each page.

Financial Bid

Price bid format in the form of BOQ_XXXXX.xls.

Opening of tenders (Technical bids only) will take place as mentioned in critical date sheet online at <https://eprocure.gov.in/eprocure/app> in the “**Meeting Hall, National Institute of Food Technology Entrepreneurship and Management, Plot No.-97, Sector-56, HSIIDC Industrial Estate, Kundli-131008, District-Sonepat (Haryana)**” in the presence of the representatives of the Firms/Tenderers, who may wish to be present at that time. At the time of tender opening Firms/Tenderers have to come with bid acknowledgement slip, that is generated by the system after successfully bid submission. Firms/Tenderers can view their live bid opening at their remote end also. No separate intimation will be sent to the firms/Tenderers in this regard

The tender not submitted in the prescribed formats or incomplete in detail is liable for rejection. NIFTEM is not responsible for non-receipt of tender within the specified date and time due to any reasons, including postal holidays or delays.

5. Evaluation Procedure

The eligibility of bidders and their technical bid will be evaluated by the Technical Evaluation Committee on the basis of documents submitted by the bidders with the Technical Bid. The financial bids will only be considered of those bidders who qualify the eligibility criteria and other terms and conditions laid down in the tender. In this regard the decision of Institute shall be final. The Award of Work will be made to overall L-1 Agency.

General Term & Conditions

- i. **In case, after Pre-bid meeting (wherever applicable) any modification(s)/addition(s)/deletion(s) or any alternation in the requirement(s)/ specification(s) etc is required, the same will be appended on the NIFTEM website- www.niftem.ac.in, therefore, all the bidders are advised to visit our website before filling/submitted their tenders. No separate advertisement/information will be published in this regard in the Newspapers.**
- ii. Acceptance of tender will be intimated to the successful tenderer through a letter of intent (LOI) duly signed by the authorized signatory of the institution.
- iii. Performance Security of successful bidder may be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect.
- iv. **Validity of bids should be 180 days from the date of closing of tender.**

- v. NIFTEM will not compromise with the quality/sub-standard material. At any stage, it is found that supplier has supplied inferior quality or different Payment shall be made for such items after reasonable deduction(s)/ rejection of the lot and forfeiting of Performance Security, as deemed fit, in the circumstances & decided by Institute.
- vi. The successful bidder will submit the **Performance Security @ 10%** of work order in the form of Demand Draft within 15 days of the receipt of work order. The Performance Security will be retained during the entire period of contract and including the period of extended on site Guarantee as Security Deposit and will be returned after the satisfactory completion of the Guarantee period without interest.
- vii. **The Performance Security @ 10%** of the total work order will be refunded/ returned to the agency after satisfactory performance, without any interest after the expiry of warranty period. The performance security should also remain valid for a period of sixty days beyond the date of completion of all contract obligation of the supply including guarantee obligation.
- viii. **The EMD of successful bidder will be return after submission of Performance Security within 30 days from the date of award letter.**
- ix. **The Performance Security** will be refunded/ returned to the agency, without any interest after the expiry of contract period.
- x. NIFTEM's officials can visit the work place of successful bidder and can review the progress of work and can instruct regarding quality aspect.
- xi. **The rates quoted by the bidder shall be complete for supply and placing of the finished items as per the specification(s) and shall be inclusive of all applicable tax, duty(ies) loading, unloading, packing, transportation from works to NIFTEM, installation etc and nothing extra/additional shall be payable on these rates.**
- xii. In any case, if tenders are not opened due to any reason, the Tender documents, processing Fee and EMD shall be returned to all bidders.
- xiii. **Conditional Tender will not be accepted.**
- xiv. The EMD of the unsuccessful bidder will be returned to them after completion of Technical Evaluation.
- xv. Tender without EMD & Tender Fee will be summarily rejected.
- xvi. The Institute can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used in manufacturing of items.
- xvii. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- xviii. The EMD/performance security shall be forfeited in case:-
 - 1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
 - 2. If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity,
 - 3. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - 4. If the Bidder fails to sign the agreement.
 - 5. Fails or refuse to execute the contract.
 - 6. Fails to respond to queries by the NIFTEM.
- xix. NIFTEM will not responsible for any loss of property, manpower, issues related to labour and/or labour laws of the agency, involved in the CAMC of split ac at NIFTEM.
- xx. No extra charges will paid for material & manpower except CAMC charges.
- xxi. NIFTEM has all the rights to cancel the contract agreement at any stage if the services of the concern agency not found satisfactory.
- xxii. Agency will strictly follow all the safety measures.
- xxiii. The agencies will take-care all safety measures, while going for repair & maintenance.

- xxiv. The bidders are advised to visit the NIFTEM Campus before participating in the said tender to check the physical conditions of all machines (Split A/c) because CAMC will be awarded to the successful agency on "As is where is basis".
- xxv. The service provider shall maintain services logbook/file containing copy of the cards duly signed by the users and countersigned by NIFTEM official.
- xxvi. Time is the essence of this contract. In case the contractor fails to adhere to the time schedule, NIFTEM shall have the absolute right to take up the work at the contractor's risk and cost and recover any and all such expenses from the amounts due to the contractor including Security Deposit. The Institute shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
- xxvii. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Institute from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
- xxviii. The contract will be for a period of one year initially, which can be extended further on satisfactory performance of the previous year of the contract. NIFTEM may renew/extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
- xxix. The quantities indicated are purely tentative and likely to vary on either side up to any limit.
- xxx. All dismantled/replaced spare parts to be deposited with the authorized representative of NIFTEM and details be entered in the register (demolition/dismantled register) & signed by the both parties.
- xxxi. The spare parts used for replacement shall be procured from the authorized dealer/service center of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer.
- xxxii. **The successful Bidder has to enter into an agreement with NIFTEM incorporating all clauses of the Tender document and any other as may be agreed to by both the parties on a Non-Judicial Stamp Paper of Rs.200/-.**

6. Payment Terms

- i. Billing frequency for CAMC work should be on quarterly basis i.e. agency can submit their bills after successful completion with successful/ satisfactory log report of every 03 months & payment will be done within 30 days from the date of bill submission if found complete & genuine in all respect.
 - ii. No advance payment will be made for CAMC.
 - iii. Counter conditions by the Tenderers in matters concerning payment of bills shall not be acceptable.
 - iv. Copy of the "Maintenance Cards" signed by the user & countersigned by the person in charge of the section/subsection of the institute.
- 7. NIFTEM reserves the right to accept or reject any/all tenders without assigning any reason(s).
 - 8. Tenders not on the prescribed Performa (attached), without requisite details, EMD and Processing Fee and received after the closing date/ time of tenders and tenders with any rider will summarily be rejected.
 - 9. Canvassing in any form will be viewed seriously and if any tenderer is found to be resorting to such practices, the tender of such firm will be rejected.
 - 10. **Arbitration Clause:** That in case of any dispute between party of first part(NIFTEM) and the part of other party(Agency) arising out of or in relation to the agreement, the dispute shall be referred to

Hon'ble Vice Chancellor for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at NIFTEM, Kundli, Sonapat.

11. Withholding of Payment: This clause authorises Buyer to withhold payment till end when seller fails in its contractual obligation. The standard text of this clause is as under:

"In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the deliverables etc as specified in the Contract, the Buyer may at his discretion, withhold any payment until the completion of the Contract".

12. Right of Acceptance of Offer.

(a) Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Seller shall supply the same at the rate quoted.

(b) In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

13. Force Majeure

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form the other party. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

14. Penalty for Use of Undue Influence

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

15. Right to Variation Clause

To take care of any change in the requirement during the period between issue of RFP and conclusion of contract, Buyer reserves the right to increase or decrease the quantity of the required deliverables by 50% without any change in the terms & conditions and prices quoted by the Seller. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms of conditions.

16. Liquidated Damages (LD)

In the event of the seller's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

17. Cancellation of the Contract

NIFTEM shall have the right to terminate the Contract, arising out of finalization of this tender, in part or in full in any of the following cases :-

- a. The start of works is delayed for causes not attributable to Force Majeure for more than 10 days after the scheduled date of delivery.
- b. When both parties mutually agree to terminate the contract.

18. Modification and Withdrawal of Bids

Bidder can modify his bid any number of times before bid submission closing date and time. Bidder can also withdraw his bid before bid submission closing date and time. Withdrawn is allowed only once in a tender. If a bidder withdraws his bid, he cannot participate in the particular tender again.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name,

Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as

name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

19. Clarification on Bid Documents: - Bidder requiring any clarification to this RFP shall notify to Buyer in writing who will respond (in writing) to the clarifications sought not later than 14 days prior to the date of opening of the tenders. The address and contact number for seeking clarification regarding this RFP are given below:-

Queries to be addressed to:

Purchase related queries:

Purchase Section
NIFTEM, Kundli, Sonapat (Haryana) – 131028
Phone No. - 0130-2281057
E-mail ID - purchase.niftem@gmail.com

Technical queries:

Sh. Vikas Kadiyan, JE-Electrical
NIFTEM, Kundli, Sonapat (Haryana) – 131028
Phone No. - 0130-2281337
E-mail ID - vikas.kadiyan@niftem.ac.in

Registrar, NIFTEM

Annexure- II

Tender Form (Technical Bid)

(To be submitted by the tenderer on their letter head. All Columns should be filled in documents prescribed at Sl. No. 2 (a) of other term & conditions should be enclosed)

S. N.	Particulars	Details (must be filled by bidder)	Document Placed at
1	Name of Firm with address, mobile/phone no. & e-mail.		Page No.
2	Tender Fee Details (Amount DD no., Bank Name, Amount date)		Page No.
3	EMD Details (Amount DD no., Bank Name, Amount date)		Page No.
4	Year of Incorporation of the agency (copy to be enclosed) along with the latest registered address of corporate office.		Page No.
5	The service provider should have at least 3 years experience in CAMC of Split AC's & Stabilizers to related works to the Central Govt. /State Govt./PSU/University/ Research Institute / Colleges/ MNC/ private etc. Attached the copy of work order for last 3 financial years (2018-19, 2019-20 & 2020-21). Experience of minimum 50 AC's units in one work order. Details of work carried out in Past with name of Deptt, Quantity, amount and successful compliance report/ work order.		Page No.
6	Turnover:- The annual financial turnover of the bidder during the last 3 financial years 2018-19, 2019-20 & 2020-21) ended 31st March 2021, should be at least Rs. 10 Lakh		Page No.
7	Copies of audited Balance sheet and Profit & Loss Account for the F.Y. 2018-19, 2019-20 & 2020-21.	2018-19: Rs 2019-20: Rs 2020-21: Rs.	Page No.
8	Income Tax. Returns for the previous years 2018-19, 2019-20 & 2020-21.		Page No.
9	Incorporation details		Page No.
10	PAN & GST details		Page No.
11	Bank account details		Page No.
12	An Authorization Letter from bidder in favour of person signing tender documents.		Page No.
13	The Annexure No.-V, an undertaking to declare that Bidder has not been black listed in India and abroad must be submitted on Non-judicial Stamp Paper of Rs. 100.		Page No.

15	Complete Tender documents including Annexure (I, II & III) duly signed and stamped on each page.		Page No.
16	Annexure-V, if any.		Page No.

A Processing Fee and EMD demand draft bearing Nos..... dated drawn onis enclosed with Technical bid.

The above documents must be enclosed with proper pagination.

Signature.....

Name

Address

Mobile:.....

Seal of firm.

Date: -

FINANCIAL BID**Rates for Comprehensive Annual Maintenance Contract (CAMC)**

Sl.No	Description of Work / Item(s)	No.of Qty				
			Unit Rate	Rate	GST	Rate With Tax
1	Carry out the monthly, quarterly and comprehensive annual maintenance of split AC's of ant make & capacity as under & all as specified & stipulated as directed by NIFTEM authorized and complete with all materials & labour					
1.01	Split 1.5T (Non-Inverter type) (Samsung/Bluestar/Voltas/Carrier/LG/Hitachi/Azzure)	65				
1.02	Split 1.5T (Inverter Type) (Samsung/Bluestar/Voltas/Carrier/LG/Hitachi/Azzure)	12				
1.03	Split 2.0T (Non-Inverter Tpye) (Samsung/Bluestar/voltas/Carrier/LG/Hitachi/Azzure)	47				
1.04	Split 4.5T (Samsung/Bluestar/Voltas/Carrier/LG/Hitchi/Azzure)	1				
1.05	Split 2.0 T (Inverter type)	31				
1.06	Window 1 T (Hitachi)	15				
	Window 1.25 T (Whirlpool)	1				
	Window 1.5 T (Hitachi)	4				
2	Split AC Stabilizer CAMC (Comprehensive maintenance per annum) for all types/capacities, including transformer.					
2.01	Automatic Voltage Stabilizer	98				
	Total in Figures					

(Rates should be inclusive all, freight, labour charges, repairing/ replacement charges etc.)

Note:

- 1) Same is provided along with the tender document in .xls format. Bidder have to advised to download the price bid in that format , quote their rates and upload it along with the bid on to the portal.
- 2) For detail specifications of above mentioned items, interested bidders can see the actual physical samples, at NIFTEM campus on any working day till last date in between 10.00 AM to 05.30 PM.

Annexure-III**TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,
Registrar,
NIFTEM,
HSIIDC Ind. Area, Kundli
Sonapat, Haryana

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **N/PuS/P/2021/22/05**

Name of Tender/ Work: - **Tender for CAMC of Split Air Conditioners installed at NIFTEM Campus, Kundli, Distt.- Sonapat, Haryana.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely:

CPPP e-Procurement website <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. 01 to 18 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

To,
Registrar,
National Institute Of Food Technology Entrepreneurship and Management
Plot no 97, sector-56, HSIIDC industrial estate,
Kundli-131008,
District-Sonepat (Haryana)

Sir,

- 1 I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. It is further certified that our firm has not been blacklisted by any agency in India or abroad.
3. We will supply the goods in accordance to the specifications of the work order. At any stage, if it is found that the sub standard/deviation from the specifications/ design/quality has been made by us, we shall be liable for penalty and legal action.

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL

NAME OF THE TENDERER
WITH ADDRESS

NOTE: Certificate as per above must be submitted only on non-judicial stamp paper of Rs. 100/- (Rs One Hundred Only)

Annexure-V

Dated:

Undertaking to Claim Exemption/Relaxation under MSME/NSIC/Start up**(to be submitted on Company Letter head with stamp)**

I am (.....) is Owner/Director of M/s.....registered with MSME/NSIC/Start UpUnit under.....category.

- | | | |
|--|---|--|
| 1) Firm Name | : | |
| 2) Udhog Adhaar No | : | |
| 3) NSIC No | : | |
| 4) Year of Registration | : | |
| 5) Category of Registration (Manufacture/Dealer/Supplier): | | |
| 6) Turnover | : | |

As per the benefits extended to MSEs registered with NSIC under single point registration scheme, we are entitled for:

- | | | | |
|-----------------------------|---|--------------------------|---|
| 1. Exemption in Tender Fee | : | <input type="checkbox"/> | |
| 2. Exemption in EMD | : | <input type="checkbox"/> | |
| 3. Relaxation in Turnover | : | <input type="checkbox"/> | How much Relaxation required (please specify) |
| 4. Relaxation in Experience | : | <input type="checkbox"/> | How much Relaxation required (please specify) |

(Kindly tick the box(es) for the same)

We are enclosing herewith relevant certificate and documents in support of our claim of exemption/relaxation of the same.

Signature of Authorized signatory

Name:

Designation:

Stamp:

(Note: Undertaking must be submitted on company's letterhead duly signed and stamped)