

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Textiles
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	National Institute Of Fashion Technology (nift) Head Office New Delhi
कार्यालय का नाम/Office Name	Nift Campus Near Gulmohar Park Hauzkhas, New Delhi 110016
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - UPS; Vertiv; Comprehensive Maintenance Contract (CMC); Quaterly; No , Customized AMC/CMC for Pre-owned Products - Split AC; Vertiv; Comprehensive Maintenance Contract (CMC); Quaterly; No
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	39

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

लाभार्थी /Beneficiary :

Purchase Officer
Nift Campus Near Gulmohar Park Hauzkhas, New Delhi 110016, NA, National Institute of Fashion Technology
(NIFT) Head Office New Delhi, Ministry of Textiles
(Durgesh Pathak)

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

एमआईआई अनुपालन/MII Compliance

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

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please provide list of spares/parts/replacement for AMC services:[1770462183.pdf](#)

Scope of Work:[1770462187.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1770462193.pdf](#)

Geographic Presence In States. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462202.pdf](#)

Details of manpower requirement for CMC service:[1770462207.pdf](#)

Minimum Years (Up To 5 Years) Of Experience in Related Field. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462213.pdf](#)

X number (up to 100%) of services provided in the past Y year to government agencies. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462221.pdf](#)

Performance certificate of providing AMC/CMC for the same machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of Y months of starting of contract. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462226.pdf](#)

The Bidder should have adequate skilled technical human resource to meet the work load. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462233.pdf](#)

The bidder should have at least Y years of experience of (till the date of bidding) maintaining Similar Equipment (Name) at a minimum of X organization. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462244.pdf](#)

The Bidder should have X nos of skilled technicians / engineers under the payroll of service provider:[1770462253.pdf](#)

Product/Equipment Details:[1770462260.pdf](#)

Financial Breakup Required:[1770462264.pdf](#)

The Bidder should be able to provide for a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770462272.pdf](#)

Customized AMC/CMC For Pre-owned Products - UPS; Vertiv; Comprehensive Maintenance Contract (CMC); Quaterly; No (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	UPS
Product Brand	Vertiv
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Durgesh Pathak	134116,NIFT CAMPUS, GOVT,POLYTECHNIC CUM MULTISKILL,TRAINING CENTRE, SECTOR- 26 PANCHKULA, HARYANA -134116	2	<ul style="list-style-type: none"> Number of months within the contract period for which service is required : 36

Customized AMC/CMC For Pre-owned Products - Split AC; Vertiv; Comprehensive Maintenance Contract (CMC); Quarterly; No (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	Split AC
Product Brand	Vertiv
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	Quarterly

विवरण/ Specification	मूल्य/ Values
Manpower Required	No
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Durgesh Pathak	134116,NIFT CAMPUS, GOVT,POLYTECHNIC CUM MULTISKILL,TRAINING CENTRE, SECTOR- 26 PANCHKULA, HARYANA -134116	4	<ul style="list-style-type: none"> Number of months within the contract period for which service is required : 36

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

1. Generic

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

2. Service & Support

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

3. Service & Support

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

4. Certificates

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

5. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. Past Project Experience

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

7. Forms of EMD and PBG

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

NIFT Panchkula

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

8. Forms of EMD and PBG

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

NIFT Panchkula

Account No.

628902050000112

IFSC Code

UBIN0562891

Bank Name

UBI

Branch address

Sector 20 Panchkula

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

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The firms who are not willing to accept the departmental conditions need not quote and participate in this bidding.

2. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition, such conditional tender is liable to be rejected.

3. The purpose of the awarding the unit service contract is to ensure and to keep the unit in good working condition with work to the optimum efficiency.

4. NIFT Panchkula reserves the right to accept / reject any/all tenders in part/full without assigning any rea

son thereof.

5. Bidder should sign in all pages of the Tender document and should not be removed any page/s of the tender document.

6. The prospective Bidders are advised to read carefully the entire tender document and satisfy themselves about the work, site condition, by visiting the NIFT Panchkula Campus, Haryana - 134 116 on their own with prior approval from NIFT, authorities on any working day between 10.00 a.m. and 4.00 p.m. before submitting their tenders (no extra charges shall be payable for visiting the NIFT Campus in this regard).

7. If complete information is not given (or) if the particulars and data are not filled in correctly (or) not as specified in the Tender document and may render the bid non-responsible and liable to be rejected.

8. If submitted other than the prescribed Tender Document format the same shall be summarily rejected.

- If Bidder furnishing with Price Bid in the single/same cover of Technical Bid will be summarily rejected.
- The tender will be summarily rejected, if price of the item indicated in the technical bid.

Tender can be submitted on or before the due date and time specified in the Tender Document.

9. Even after qualifying in technical bid, the Price bid may not be accepted if not found in order.

10. The Director, NIFT Panchkula reserves the right to accept the whole tender or any part thereof or reject all the tenders, in the interest of the NIFT so require, without assigning any reasons whatsoever and to waive any minor discrepancy in the tenders received.

11. The probable date on which the service to the UPS & A.C units will be carried out should be intimated well in advance to the NIFT officers in writing by the CAMC firm to whom the CAMC is awarded.

12. The signature of the Electrical staff or the officer in charge of the maintenance at NIFT Panchkula shall be got after the units are serviced.

13. If the service on the specified date is not possible, it shall be carried on the subsequent day without fail with concurrence of the officer in charge of the maintenance at NIFT Panchkula.

14. The units should be checked and serviced thoroughly quarterly once without fail.

15. The duct air filters should be cleaned whenever necessitated or once in quarterly without fail. The Breakdown calls should be attended to immediately and any delay shall be made good through other local agencies at the cost of the AMC contractor.

16. The parts requiring lubrication should be done at periodical intervals with necessary lubricants at no extra costs.

17. No advance payment will be made for the service contract.

18. The service bills will be issued after the completion of quarterly service and due certification by the officer in charge of maintenance at NIFT Panchkula.

19. The firm should ensure 90% uptime for all air conditioners which will be certified by the officials of NIFT, failing which a penalty of Rs.500/- per day / per unit will be levied on the firm.

20. All the components should be checked thoroughly to work in perfect conditions and it should be ensured that all the safety devices work perfectly. Checking vibration and condensate drain, and polishing of the decorative cabinet should be carried out once in three months along with service to the UPS & Air conditioners.

21. The UPS & Air Conditioners/PCB should be removed from the site to their workshop/service centre by NIFT Panchkula Gate Pass only for any major repairs/service and UPS & Air Conditioner/PCB shall be re-fixed without any additional cost.

22. Since this is a comprehensive AMC service contract spares of all the materials including oil, gas, filters, condenser, compressor, pressure test, gas leakage arrest, cooling coils, remote handset, coils, PCB which require replacement should be done at no extra cost. All the repairs to all the parts PVC drain line and components should be carried out at no extra cost without any delay.

23. The defective compressor should not be repaired; instead the defective compressor should be replaced with factory sealed compressor. The compressor shall be checked for its proper functioning and a warranty

of not less than 12 months shall be given

24. The contractor shall ensure that all the parts including the cabinet are in good condition, painting of the unit complete (internal and external) should be done at least once during the contract period without any extra cost.
25. The rates quoted should be inclusive of Taxes.
26. The GST shall be paid separately as per rules in force and shall not be included in the rate.
27. Validity of the rates quoted in the Tender will be valid up to 3 months from the date of opening of the Tender.
28. The quantity may increase or decrease or drop of any item, the bidder should execute the work for quoted price in the tender.
29. All statutory obligations under various laws, imposed from time to time will have to be met by the contractor for which no extra payment shall be made. NIFT will no way be responsible for any default with regard to statutory obligation, if any.
30. The amount falls due from the contractor on account of this contract even after recovering from the bills and adjusting the security deposit and any other contract awarded to the contractor, the amount is liable to be recovered under the provision of the Revenue Recovery Act.
31. The refrigerant and cooling lines should be checked for leaks and proper insulation provided periodically.
32. The strength of base frame, platform and also proper tightness of the fixing bolt, foundation bolt of the outdoor units shall be checked periodically.
33. The contractor should handover all the machines in good working condition and any disputes the contractor responsible to rectify the same and handover to next contractor at the end of completion of the contract period.
34. The filters evaporate coils condenser fan blades fan motors, motor compressor; casing, cabinet inner holding where dust accumulate will be cleaned by vacuum cleaner and maintained as dust free area.
35. The working condition of the UPS & A.C. units such as grill temperature, inside room temperature, outside room temperature, full load temperature, input voltage etc. should be recorded by the firms in the monthly service report of the firm along with details of service rendered, should be handed over to officer in charge of the maintenance.
36. All the electrical contact points and connections should be checked and minor adjustments made if found necessary. The replacements for the outgoing electrical switches and cables from the UPS & A.C. units should be done without any extra charge.
37. The UPS & A.C. units shall be overhauled at least once in a year completely.
38. No advance payment on any portion of service will be made under any circumstances.
39. All the components of Indoor, Outdoor & Remote Controller of A.C. units including compressor, conductors, control cables, fan motor, blower motor, condenser coil, fan blade, all plastic components including blower fan, blower, thermostat, selector switches, overload relay, single phase preventer, valves, knobs, copper tubes, strainers, filters, refrigerant accessories, all control cables, , programming etc., Electrical cord, plug pin top, control panel (PCB) should be repaired or replaced, overhauled at no extra cost immediately when the defects are noticed or informed to the firm.
40. The gas, Digital Water (in case required) and oil shall be charged as and when necessary at no extra cost.
41. If the firm discontinues the services at any time during the period of contract the Security deposit deposited by the firm shall be forfeited. The charges spent to put the units under running conditions will be recovered from the firm against the Payments due to them.
42. The selected firm shall pay a security deposit @ 10% of the value of the contract, which shall be in the form of Demand Draft/BG/FDR in the favour of NIFT Panchkula and deposit shall be retained for the entire contract period. The deposit will be refunded on expiry of contract after adjustment of any due. The deposit

t will bear no interest during the entire contract period.

43. The selected firm shall also sign an agreement in the prescribed format on a non-judicial stamp paper of value of Rs.100/- and accepted by the authorized signatory on behalf of NIFT.

44. The CAMC service contract shall remain valid for a period of one year from the date of award of the contract. However, a renewal of the contract on an annual basis may be considered by the competent authority, NIFT, Panchkula, based on satisfactory performance of the contractor on the same terms and conditions & existing rates. Such renewals can be done only for further period of two years (Thus making total 3 years) based on mutual acceptance.

45. If the firm violates the above conditions or known to violate the above conditions action will be taken to terminate the contract and also to ban the firm taking future contract in NIFT. The security deposit will also be forfeited.

46. The complaint should be attended within 24 hours from the time it's logged in including Sundays and holidays.

47. Repair and corrective work should be executed within 72 hours from the time of attending a complaint, failing which a penalty of Rs.500/- per day per unit will be charged.

48. Preventive maintenance should be carried out once in a month as per schedule and also service report to be signed by NIFT officials else 10% of the amount will be deducted from the total bill amount for the particular period.

49. The maintenance staff should have adequate past experience in UPS & Air Conditioners. In case any of the persons deployed by the contractor does not come up to the mark (or) indulges (or) disorderly conduct the contractor shall immediately withdraw such persons on the report of the NIFT in this respect.

50. NIFT reserves the right to terminate the contract at any point of time at its sole discretion due to non-satisfactory service or violation of Terms & Conditions or due to any applicable reason and NIFT's decision in this regard shall be final and binding.

51. The contractor should hand over the AC units in working condition at the end of completion of AMC period. If any defect noticed and it should be rectified the same without any additional cost as per CAMC terms and conditions.

52. Supply and replacement of spares /materials should be as recommended by the OEM. On replacement of old spares/materials parts will be the property AMC Vendor.

53. Payment will be made on quarterly basis against the submission of bills along with the copies of the service reports duly signed by the NIFT Engineers.

54. It shall be the sole responsibility of the contractor to ensure safety of the user and if there is any loss to the institute on account of dishonest and or due to any lapse on the part of the contractor

55. NIFT shall not be responsible for death, injury or accident to the contractor / Contractor's employee who may arise out of and in the course of their duties at NIFT Premises.

56. The contractor should provide all the safety equipment's, tools equipment's and Ladder for their maintenance staff.

57. In case of any accident (or) damage due to negligence (or) unsafe work that Require medical attention, the contractor is wholly responsible.

58. Any dispute arising, decision of the Director, NIFT Panchkula is final authority for settlement of dispute.

59. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Panchkula Court only.

60. The contract will be for "Full and Comprehensive maintenance Vice (except batteries, switch gears & capacitors)". If any part is required to be replaced, the same will be replaced under the contract and no extra charges will be paid by NIFT.

61. It shall also be the responsibility of the agency firm to hand over the UPSs in good working condition at the end of the contract period to NIFT, failing which the firm shall be liable to pay the liquidated damages to NIFT as determined by the Competent Authority.

62. Any defective parts thus replaced shall be the property OEM Vendor Spares & materials during the above period should be supplied free of cost.
63. The agency should attend emergency services as and when required by NIFT immediately. No extra payment is made for such emergency services.
64. If the UPS system is unable to get repaired as per scope of work at NIFT campus, in that case the agency should provide alternative solution and no extra charge shall be paid by NIFT.
65. In case of complaint the agency has to respond with 2 hours on site 24/7.
66. Failure to restore service following a major breakdown within 72 hours shall result in a mandatory one-week contract extension. This extension will be applied per occurrence and shall be provided without any extra charge.
67. All preventive maintenance service to be provided as per the mutually agreed schedules.
68. The AMC Services may be terminated by employer if the services are found not satisfactory by giving one month's prior notice.
69. Payment will be released on quarterly / half yearly after completion of the services and against submission of invoices.

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1

bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---