



राष्ट्रीय डिज़ाइन संस्थान  
NATIONAL INSTITUTE OF DESIGN

A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of India  
Paldi, Ahmedabad 380007. Tel: +91-79-26629500, +91-79-26629600  
www.nid.edu

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NIT No. 03 / 2024-25  
Dated 21.11.2024

## Tender Document

Comprehensive Annual Maintenance Contract for Two years of Window, Split, Cassette, ductable, VRF air conditioners and water coolers, at NID Ahmedabad campus and NID Gandhinagar campus

Tender Submitted By:

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## INDEX

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1	Notice Inviting E-Tenders	Page 3
2	General Conditions & Instructions to Tenderers	Page 4 – 8
3	Service Specification	Page -9
4	Special Terms & Conditions	Page 10 - 13
5	Tender Acceptance Form	Page 14
6	Part-1 Technical Bid	To be submitted separately
7	Part-2 Financial Bid	To be submitted separately

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## Notice Inviting E-Tenders

National Institute of Design (NID) invites – through Online E-Tendering System – Tenders from reputed, experienced and eligible Agencies / Vendors / Manufacturers for “**Tender for Comprehensive Annual Maintenance Contract for Two years of Window, Split, Cassette, ductable, VRF air conditioners and water coolers, at NID Ahmedabad campus and NID Gandhinagar campus.**” including all material, labour, equipment, etc. required for various areas in campus.

Tender Notices and Tender Documents related to this Tender are available on Government of India Central Public Procurement Portals and websites including:

- [www.eprocure.gov.in](http://www.eprocure.gov.in)
- [www.nprocure.com](http://www.nprocure.com)
- [www.nid.edu](http://www.nid.edu)

Any modification and / or corrigendum to this Tender will be available on these websites

NID reserves the right to accept or reject any or all Tenders without assigning any reason.

1	NIT Number & Date	03/2024-25 dated 21.11.2024
2	Name and Location of Work	NID Ahmedabad and Gandhinagar Campuses
3	Brief Scope of Work	Tender for comprehensive annual maintenance Contract for two year of Window, Split, Cassette, ductable, VRF air conditioners and water coolers, at NID Ahmedabad campus and NID Gandhinagar campus
4	Estimated Cost (Rs.)	Rs. 18,00,000 (Rupees Eighteen Lakhs) for 2 years AMC
5	Period of Completion	2 Years from the issue of date of Work order (extendable by another 1 year on performance basis on mutual consent)
6	Earnest Money Deposit (EMD) (Rs.)	Rs 36,000/- (Rupees thirty Six Thousand) (Exemption from submission of EMD for MSME vendors if valid documents attached)
7	Non-refundable cost of Tender Document (Rs.)	Rs. 1000/- (Rupees One Thousand) payable through Demand Draft drawn on any Nationalised or Scheduled Bank in favour of “National Institute of Design”, payable at Ahmedabad. (Exemption from Tender fees for MSME vendors if valid documents attached)
8	Last Date & Time of Submission of On-line Tender	Up to 12.12.2024 by 17:00 Hrs
9	Last Date & Time of submission of signed, hard copy (in original) of all Tender Documents including EMD, Cost of Tender, Tender Acceptance Letter and all other documents related to this Tender	Up to 12.12.2024 by 18:00 Hrs in the office of: The Chief Administrative Officer, NID, Paldi, Ahmedabad -380 007
10	Date & Time of Pre-Bid Meeting	02.12.2024 at 11:00 Hrs at NID Ahmedabad

11	Date & Time of Opening of Part-1: Technical Bid	13.12.2024 at 11.00 Hrs
12	Date & Time of Opening of Part-2: Financial Bid	To be intimated later
13	Validity of Offer	At least 60 days from the date of opening of technical bid.

## GENERAL CONDITIONS & INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the Tender can ONLY be submitted after uploading all mandatory documents including scanned proofs of payment instruments of Tender Fees, EMD and all other documents forming the Tender Document as per NIT. Technical Bid documents will be opened for ONLY those tenderers whose EMD, Cost of Tender Document and other relevant documents are found to be in order.
2. The intending Tenderer must carefully & completely read all the terms and conditions related to this Tender and submit the same ONLY if he considers himself eligible for submission and is in possession of all the requisite documents for submission. All information and instructions posted on the website / portals related to this Tender shall form part of the Tender Document.
3. Tenderers are advised – in their own interest – to submit all Tender Documents well in advance of the Last Date of Submission to avoid problems that tenderers may face at last moment due to unforeseen technical issues, etc. After submission of the Tender, the tenderer may re-submit the Tender or any of its constituent documents any number of time but ONLY before the Last Date & Time of Submission specified in the NIT & Schedule.
4. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) along with the submission of tender documents through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad. On award of the work, he will have to deposit 10% of the total accepted contract value (including earnest money deposit) as performance guarantee ( Mandatory for all bidders including MSME) in the name of NID by PO/ Demand Draft only of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad.
5. Tenderers may submit queries related to the Tender – if any – through Email and in writing to the Tender inviting Authority to seek clarifications within 7 days from the date of uploading of Tender on the portal. No queries after pre bid meeting shall be entertained.
6. Documents may be uploaded in JPG or PDF format. All the uploaded documents as well as physically submitted hard copies shall be clearly readable, printable & legible, failing which, the Tender is liable for rejection. All documents physically submitted in hard copy format shall be indexed and duly page numbered.
7. Addenda/Corrigenda to the tender documents may be issued prior to the Last Date of Submission of Tender to clarify or effect modification in specification and / or Contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda / Corrigenda while submitting his tender. The tenderer shall return such Addenda / Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda / Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and Contract documents. If the same not attached, it will be presumed that tenderer is aware of all addenda / corrigenda relevant to this tender and quoted as such.
8. If any Tenderer is found to be ineligible for submission of tender – after the opening of Tender – his tender shall become invalid and the cost of tender document shall not be refunded.
9. If any discrepancy is noticed between documents as uploaded and physically submitted hard copies, the tender shall become invalid and the cost of tender document shall not be refunded.

10. Any Tender submitted with incomplete or improper information and / or documents shall become invalid and the cost of tender document shall not be refunded.
11. Any Tender submitted with additional conditions and / or modifications shall become invalid and the cost of tender document shall not be refunded.
12. Notwithstanding anything stated above, NID reserves the right to assess the capabilities of the Tenderer to execute the Contract, in the overall interest of NID. In case any tenderer's capabilities are not found to be satisfactory, NID reserve the right to reject such Tender.
13. In case of shortfall of document / insufficient information in bids, NID may ask for additional documents information ( only historic i.e those pre-exist at the time of tender opening date) and bidder shall provide the same within the stipulated time.

**14. SITE VISIT:**

- Each bidder is expected to get fully acquainted with the local conditions & factors, such as historical, geographical, social, political, legal, and administrative and/or infrastructure etc., which would have any effect on the performance of the contract and/or the cost.
  - The bidder is expected to know all conditions & factors, which may have any effect on the execution of the contract after issue of LOA as describe in bidding documents. The buyer/client shall not entertain any request for clarification from the bidder regarding such local condition.
  - It is bidder's responsibility that such factors have properly been investigated and considered while submitting bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding document will be entertain by the buyer/client. Neither any change in the time schedule of the contract nor any financial adjustment arising there of shall be permitted by the buyer/client on account of failure of the bidder to know the local laws/conditions or not visiting the site.
  - The bidder is expected to visit and examine the location and its surrounding and obtain all information that may be necessary for preparing the bid at their own interest and cost.
  - Bidder can visit site between 10:30 am to 04:00 pm after approval from NID on any working day.
- a) Note: Site visit is responsibility of the bidder, Excuse of not visiting the site will be taken in to account at any cost after opening of tender.**

**b) Note :** Tenderers advised to check the existing Air-conditioning system including Indoor units, outdoor units etc including all parts at NID Ahmedabad & Gandhinagar campus.

15. The scope includes the **Comprehensive Annual maintenance contract for Two years of split, cassette and ductable , VRF air conditioners and water coolers at NID campus Ahmedabad and NID Campus, Gandhinagar” ( including installed electrical panels with concern Air-conditions system units)**
16. Preventive services for each equipment shall be carried out regularly to keep all units in satisfactory working condition at all times. Please refer **Annexure – I** for Service Specifications as required by NID.
17. Preventive repair/ replacement shall be carried out regularly as advised by the technical team of NID.
18. All the existing equipment are approx. 2 to 12 years old. Please refer BOQ ( Bill of Quantity) for the list of equipment to be covered in the contract

**19. Minimum Eligibility Criteria: Company Authorisation**

(a) Being either manufacturers of reputed branded Air conditioners OR manufacturer's authorized service providers for Ductable Air conditioners/ Split Air conditioners / cassette / VRF Air conditioners / water coolers

(b) Having fully functional & operational Workshop facilities for these equipment in Ahmedabad or nearby Ahmedabad

## 20. Minimum Eligibility Criteria: Work Experience

- a. The bidder intending to submit the Tender shall be at least 5 (five) years old prior to the last date of submission of this tender and engaged in executing similar nature of works as the scope of this tender.
- b. Having on hand or executed similar kind of maintenance work of not less than Rs. Five lakhs per annum for a continuous period of 24 months from a single reputed client during last two years

## 21. Minimum Eligibility Criteria: Financial Strength

(The bidder shall submit a list of documents attached with their bids in support of financial strength as per eligible criteria)

- a. The average annual financial turnover for the last 3 (three) years i.e 2021-22, 2022-23 & 2023-24 shall be at least 100% of the estimated cost of this tender. The turnover shall be duly certified by a Chartered Accountant.

## 22. Earnest Money Deposit (EMD)

Any Tender submitted **without the requisite EMD** in the form of DD / pay order of any Nationalized / Scheduled bank in favour of "National Institute of Design" payable at Ahmedabad shall become invalid and the cost of tender document shall not be refunded.

The EMD of bidders other than L1 will be returned, after award of contract.

(Exemption from submission of EMD for MSME vendors subject to furnishing of relevant valid certificate for claiming exemption)

23. The Works will be carried out strictly as per Manufacturers' recommendation regarding materials and workmanship and NID, may at its discretion, ask for Manufacturer's certification for satisfactory completion and commissioning of works.

## 24. Financial Bid:

- a. Financial Bid of only technically qualified tenderers shall be opened online at specified date. Technically qualified tenderers shall be intimated by web notification or auto generated email through [www.nprocure.com](http://www.nprocure.com). The date and time of opening the Financial Bid shall be communicated to the eligible tenderers through web-notification at "nprocure" website.
- b. Tenderers will be required to e-submit the Financial Bid only as per the price schedule format / template available on [www.nprocure.com](http://www.nprocure.com). Any other format for e-submission of Financial Bid shall be rejected without any further reference to the tenderers.
- c. In case the Financial Bid is found to be tampered / modified in any manner, tender will be completely rejected.
- d. Partly item rates filled tender will be rejected & not considered for competition.
- e. Lowest quoted total amount including all parts will be considered as L1 (Lowest ) agency.
- f. The quoted prices must include all the applicable taxes, duties, cess payable under any law ( as applicable on the date of submission of bid) by the bidder in connection with execution of the contract.
- g. Lowest agency will be of considered for total of quoted amount of Part A + Part B. Part C will be quoted Rate only for the items as & when required for both the campuses .

25. The Tender shall remain valid for a period of atleast 60 (Sixty) days from the date of opening of the Technical Bid.

26. In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

**27. Non-tender/Extra item:** In case of items which the Contractor has to execute which are not covered in the tender i.e, Non tender item will be dealt, as below:

**Non-tender/Extra item, Pricing:** In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rates, supported by proper analysis which shall include invoices, vouchers etc. and failing which the rate approved later by the NID shall be binding and within 30 days of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

### **28. Escalation**

No claim on account of any escalation except Govt. levies / Tax on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire period of Contract as well as any extended period for completion of the works. No other escalation shall be applicable on this Contract

### **29. Work and Risk Cost :**

NID reserves the right to get the whole or part of the service executed by some other agency at the risk and cost of the Contractor if it is found that the quality and / or the progress in respect of whole or part of the service is not satisfactory.

### **30. Prices, Taxes & Duties**

The Tenderer should quote firm prices / rates for all items of works, inclusive of all taxes, duties, levies, personal tax, corporate tax, labour cess, welfare cess, etc.

**31. Force Majeure :** Bidder shall not be liable for default or non-performance of the obligations under the work-order, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake, natural calamity and fire, events not foreseeable, but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month of NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID(Ahmedabad) shall be final and binding on the Bidder.

**32. Termination :** NID(Ahmedabad) may at any time terminate the work-order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent or in a way not able to complete the period as per the contractual terms, view technical reasons or otherwise. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NID Ahmedabad.

### **33. Arbitration**

In case of any dispute or difference, at any time during the validity of this Contract, Between the parties as to anything contained in this Contract or arising out of the execution of this Contract, or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Works, except in respect of matters for which it is provided herein that the decision of NID is final

and binding, the same shall be referred to Arbitration and the final decision of an Arbitrator to be agreed upon and appointed by mutual consent of both the parties or – in case of disagreement on such appointment of sole arbitrator, such arbitration shall be dealt in accordance with the provisions of The Arbitration and Conciliation Act 1996 (as amended). Such arbitration will be conducted in English and the place of arbitration shall be Ahmedabad.

- 34.** NID reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.
- 35.** Payment: Payment will be made against satisfactory services of each unit , within 30 days after submission of valid Bill & shall be made on quarterly basis.



## ANNEXURE- I

### SERVICE SPECIFICATIONS

The scope of work is broadly divided into two parts, (i) Preventive maintenance, (ii) Break down service. The routine check and the repair work envisaged are as follows.

#### **1. Cassette / Window / Split/ Ductable/ VRF Air conditioners and water coolers:**

<b>Routine work (Preventive maintenance)</b>	<b>Repair work (Break Down)</b>
a. Cleaning of air filters, ducts, grills.	a. Repair/ replacement of spares whenever required, to ensure continuous operation and satisfactory performances.
b. Cleaning of Cooling Coil and Condenser with wire brush and air blower.	b. Rewinding of motor.
c. Oiling / Greasing of fan motor.	c. In case of any fault with electronic operating kit, complete kit should be replaced.
d. Checking ampere, voltage and grill temperature.	d. The mechanically / electrically failed sealed compressor should be replaced with brand new compressor.
e. Cleaning of complete unit.	

The number of preventive services required for all ACs & Water coolers shall normally be four times in a year. However NID shall decide the schedule, which has to be honored by the contractor.

## Special Terms & Conditions :

- 1) The rates submitted online shall be FIRM & FIXED and shall be inclusive of all repairs/ replacement of parts wherever needed.
- 2) The rates shall be valid for a period of Two Years & if extended period of additional one year.
- 3) NID may add or delete any unit during the period of contract for which proportionate rates adjustment shall be applicable.
- 4) The services/repairs/replacements shall normally be carried out in our premises i.e Gas filling, washing, services etc. In case, any equipment or its parts are to be taken out ( only after technical verifications from NID technical team) to Contractor's shop for repairs/ replacements/ services, all arrangements are to be made by the Contractor at his cost for taking out the items and bringing back the same. This includes labor, transportation, etc, in addition to all other works related in this regard. The items can be taken out of NID with valid returnable Gate Pass, signed by authorized official of NID.
- 5) The contractor shall, during the tenure of contract, be able to arrange timely deployment of qualified/efficient technicians and electricians along with the required tools, ladders, tackles, instruments as well as spares and consumables for uninterrupted operation of equipment included in the maintenance contract. The contractor shall deploy service technicians, electricians and the supervisor who will be involved in the service and repair work. The contractor or his authorized technician should have relevant experience and shall invariably visit the locations of units installed as stated above, daily to check the work and report to concerned official. Besides, the contractor or his senior supervisor shall be available at NID Ahmedabad, as and when required by NID Ahmedabad and NID Gandhinagar to attend any major / critical services. NID will not allow deployment of persons not suitable for carrying out the maintenance.
- 6) The contractor should adopt standard methods of working. In case of any damage to part/equipment/system due to the fault of contractor, appropriate amount will be recovered from his bill.
- 7) Only genuine and original spare parts are to be used during repairs/replacements. (Manufacturer's delivery challan and marks/emblem on parts shall be proof of the parts being genuine). Use of incorrect invoice or mark will be treated as a breach of contract. Makes of parts or any components shall be got NID approval, if the original manufacturer does not exist.
- 8) The parts, which are to be used during repairs/replacements, must be routed through NID internal technical team immediately after entry into the premises,

and to be informed to Engineer in- charge / Supervisor.

- 9) The mechanically / electrically failed sealed compressor should be replaced with brand new compressor. Based on verification by NID maintenance staff, the newly brought compressor will be allowed to be put into operation.
- 10) The Contractor shall be responsible to carry out all the repairs/maintenance regularly and in time to ensure satisfactory and trouble free functioning.
- 11) The Contractor shall not, in any circumstances, sub contract any portion / any phase of the work envisaged in this Work Order without prior written approval of NID. The decision of NID to accept/ reject the sub-contract will be final.
- 12) Services/repairs/replacements shall be carried out at any time during regular working hours, overtime hours or on holidays, as called upon by NID to ensure satisfactory working of each unit.
- 13) Service/repair/replacement is to be carried out with our prior approval and in the presence of NID Officials.
- 14) A Service card for each equipment shall be prepared by the contractor for all the units placed for maintenance and maintenance of each equipment to be recorded with the work done (service, repair, replacement etc.) therein jointly by the contractor and NID supervisor/engineer. In addition, the contractor shall maintain a self- speaking logbook/ledger indicating date wise events for each unit during the tenure of contract. The register shall contain the information like date, preventive maintenance / break down maintenance, problem, replacement required, date of complaint, date of completion, signature of contractor's representative, signature of NID supervisor / engineer, remarks, etc. This will be considered as the basic record for all purposes.
- 15) The contractor should keep enough spares and consumables in stock at any given time to meet with urgent requirement and to avoid any delay (preferably, Compressor (brand new), PCB, Fuses, Condenser motor, Blower motor for each model/capacity shall be kept in stock). A list of spares to be maintained shall be furnished to engineer –in charge / Supervisor within 15 days from the date of award of contract. This list shall be revised and updated regularly.
- 16) The decision of NID Engineer / Supervisor in respect of repairs/replacements will be final and binding on the contractor.
- 17) NID will not be responsible for the either security of the material brought in by the contractor nor safety of the persons deployed by the contract for carrying out the work as per the scope and terms and conditions of the contract as the contractor will be fully responsible for the safe custody of his material and compliance of the safety norms for doing such work.

- 18) The contractor should obtain gate pass from NID for taking out his material from NID campus and will not be allowed to take out any material on all public and institute holidays as well as before 9.30 Hrs. and after 17.00 hours on week days. The entry in the gate for all the material brought in by the contractor and registering the same with the Stores shall be the basis for issue of Gate Pass for taking out the contractor's material.
- 19) NID will not supply any tool / equipment, except power and water supply for any work. The contractor shall get approval of each completed work from NID supervisor / engineer.
- 20) Regular supervision on the part of contractor is essential (at least once in a week) and is available, as and when required by NID.
- 21) The working parameters of any equipment will be shown to NID supervisor / engineer, whenever called upon to do so.
- 22) Notwithstanding as to what is specifically stated in the specifications, the contractor has to attend all the work/s that is/are required to be carried out to ensure proper performance of all equipment. Part tender will not be accepted.
- 23) As the work is to be executed in a restricted area, the contractor should strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behavior of the staff employed by him, and also for any breach of security regulations, thefts, sabotage etc. The contractor shall withdraw any person so desired by NID, if in the opinion of NID, it is not desirable to permit that particular person to work inside the campus.
- 24) It will be the entire responsibility of the contractor to insure his employees against all risks. It will be the liability of the contractor to meet claims over the lives of any employee including himself.
- 25) All domestic units will be handed over in present working condition and shall be maintained by the contractor, till the end of contract period/extended contract period.

#### 1. TAKING OVER AND HANDING OVER

All the units included in the contract shall be taken over by the contractor for maintenance and the contractor shall be responsible to hand over the same barring the normal wear and tear but certainly not in a deteriorated condition to the Engineer in charge at the time of conclusion of the contract. The handing over procedure shall be commenced 15 days before conclusion of the contract and completed on the last date of the validity of the contract.

#### 2. ADDITION AND DELETION OF THE UNITS FOR MAINTENANCE

The Institute may include additional or delete the units wrt Bill of Quantity.

### 3. MANPOWER ARRANGEMENT

The bidders if awarded the contract shall deploy the required man power in proper dress code (well dressed) for maintenance & servicing of units mentioned for the maintenance. The contractor shall confirm that they have the following persons available for carrying out the work mentioned in the contract.

For NID Campus, Ahmedabad

- One skilled (Qualification – I.T.I or equivalent - Refrigeration & AC) persons with having at least Five year relevant experience in the similar work. They should be capable to work individually at the same time on different sites or locations. At NID Ahmedabad Campus.
- One semi skilled person cum helper with having relevant experience in the similar work. . At NID Ahmedabad Campus
- This team will be working exclusively for NID Ahmedabad
- The maintenance team should be available for all the days from 9.00 am to 6.00 pm excluding Sundays and major public holidays for both the campuses, in consultation with the engineer in charge.

For NID Campus, Gandhinagar

- One skilled (Qualification – I.T.I or equivalent - Refrigeration & AC) persons with having at least Five year relevant experience in the similar work. They should be capable to work individually at the same time on different sites or locations. At NID Gandhinagar Campus.
- One semi skilled person cum helper with having relevant experience in the similar work. . At NID Gandhinagar Campus
- This team will be working exclusively for NID Gandhinagar
- The maintenance team should be available for all the days from 9.00 am to 6.00 pm excluding Sundays and major public holidays for both the campuses, in consultation with the engineer in charge.

**TENDER ACCEPTANCE FORM ( to be submitted on letterhead of company )**

Date: \_\_\_\_\_

To,

**The Chief Administrative Officer**

National Institute of Design,  
Paldi, Ahmedabad 380007.

**Name of Project :** Comprehensive annual maintenance Contract for Two years of Window, Split, Cassette, ductable, VRF air conditioners and water coolers, at NID Ahmedabad campus and NID Gandhinagar campus

Having examined all the documents, details, drawings, designs, specifications, and all instructions and Conditions of this Tender , addenda / corrigenda relating to the Works specified in the Memorandum hereafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating hereto as affecting the Tender, I/we hereby unconditionally offer to execute the Works specified in the following Memorandum, within the Time Period specified in the said Memorandum, at the Rates mentioned in the attached Schedule of Rates and in accordance, in all respects, with the details, drawings, designs, specifications and instructions in writing referred to in all Conditions of the Tender, and with such materials as are or may be provided for and in all other respects in accordance with such conditions so far as they may be applicable.

I/we also undertake to do all extra or varied works which may be ordered as part of this Tender upon terms provided for in the Conditions of Tender and Agreement.

I/we hereby undertake to complete the whole of the work required within specified time limit allowed for completion of works from the date of handing over the site to me/us and agree to pay the penalty as specified in the Conditions of Contract, in case I/we fail to complete the works within stipulated time period.

I/we have deposited requisite **Earnest Money Deposit (EMD)** / Valid MSME Certificate with NID. If I/we fail to commence the work within 15 days of the date of issue of Letter of Award and/or if I/we fail to sign the agreement as per Tender Conditions and/or if I/we fail to submit Performance Guarantee as per Tender Conditions, I/we agree that NID shall – without prejudice to any other right or remedy – be at liberty to cancel the Letter of Award.

All the document required to establish our eligibility to undertake the Works are enclosed herewith in prescribed format. I/we hereby certify that all these documents and information supplied / submitted are true and correct

**MEMORANDUM:**

<b>A</b>	Works	Comprehensive Annual Maintenance Contract for Two years of Window, Split, Cassette, ductable, VRF air conditioners and water coolers, at NID Ahmedabad campus and NID Gandhinagar campus
<b>B</b>	EMD	Rs 36,000/- (Rupees thirty Six Thousand) (Exemption from submission of EMD for MSME vendors if valid documents attached)
<b>C</b>	Performance Guarantee	10 % of the Contract Value Including EMD amount within (10) Ten days from the date of issue of work order in the form of Demand draft /PO of any Nationalised / Scheduled Bank in favour of "National Institute of Design", payable at Ahmedabad.
<b>D</b>	Time allowed for completion of the works	2 (Two) Years from the date of issue of Work Order (extendable by another 1 year on performance basis on mutual consent)
<b>E</b>	Payment Terms	(i) Within 30 days after submission of valid Bill. (ii) Payment shall be made on quarterly basis
<b>F</b>	Release of Performance Guarantee	Performance Guarantee will be released after successful completion of Annual Maintenance Contract as per tender( without interest)

Yours faithfully,

\_\_\_\_\_ (Signature of the Tenderer (with stamp))

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

Place : \_\_\_\_\_

Date : \_\_\_\_\_