



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)
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GST No. 06AAAAAN9069M1Z1

E - TENDER

Ref No: N/GeA/EC/2019/78/08

Date: 14.06.2021

**E - TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF UPS
SYSTEM AT NIFTEM CAMPUS.**

E-Tenders are invited from Experienced OEM's/Authorized Service centers /Service providers for Comprehensive Annual Maintenance Contract of UPS system at NIFTEM Campus, Kundli, Sonapat (Haryana).

For and on behalf of NIFTEM online Tenders (Two bid system) are invited on CPPP eProcurement website <https://eprocure.gov.in/eprocure/app> from eligible OEM's or their Authorized service provider Agencies / Service providers at NIFTEM Campus, Kundli, Distt.- Sonapat, Haryana.

Critical Date Sheet

S N	Particulars	Date	Time	Tender Fee	EMD Fee
1.	Issue of Tender document	14.06.2021	06.00 PM	Rs. 500/- +GST@18% = 590/-	Rs. 36,000/-
2.	Pre-bid Meeting	21.06.2021	11.00 AM		
3.	Bid submission start date	24.06.2021	02.00 PM		
4.	Last date & time for submission of tender	05.07.2021	01.00 PM		
5.	Date & Time of opening of Technical Bids	06.07.2021	03.00 PM		

The link for pre-bid meeting is as under:

<https://niftemkundli.webex.com/niftemkundli/j.php?MTID=m3c584235a6ddf14726fd6b7a6a3eeeb4>

Monday, Jun 21, 2021 11:00 pm |

Meeting number: 184 004 3128

Password: 123456

ABOUT NIFTEM:

The 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 organization under Ministry of Food Processing Industries, Govt of India. NIFTEM functions as a centre for integrated education, research, enterprise incubation and outreach in the area of food science, food technology & business management. NIFTEM is a Rs. 500 Crore Project and has been set up on a 100-acre campus near Delhi in Kundli, Distt. Sonapat, Haryana.

- **MANDATE OF NIFTEM:**

NIFTEM would work as 'Sector Promotion Organization' & 'Business Promotion Organization' of the food processing sector. It would be 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
- Up gradation of SME Clusters
- Promoting cooperation and networking

Scope of Work

1. Scope of Work General

- I. Annual Comprehensive Maintenance of UPS System in NIFTEM, Kundli. The scope of the contract includes all major/minor repairs including power supply board, rectifier board, AC Capacitors, DC Capacitors & Transformer and breakdowns if any. The scope of the CAMC shall cover the following:
 - A. Diagnose the faults and rectify the defect detected in reasonable time.
 - B. Repair / replace the faulty parts etc of the equipment.
 - C. Carry out the periodic (at least once in a month) preventive maintenance,
 - D. Upkeep of the system, recording required readings and maintaining log book of Works carried out.
 - E. Supply & installation of batteries under buy – back scheme. The order of batteries under buy-back shall be given separately on the quoted rates and the payment of batteries shall be release after successfully supply & installation.
- II. The contractor shall be solely responsible for the maintenance, repair, replacements and supply of required parts etc. The dismantled parts can be taken by contractor.
- III. The scope of this contract includes all major /minor repairs etc.

- IV. The contractor shall maintain log book for each UPS System and record the nature of service rendered in each visit by the service representative and the same shall be duly got signed by the official in-charge of the work.
- V. Service offered under this contract shall be in accordance with the service instructions and standard practice of original engine manufacture.
- VI. All spares to be used in this work shall be genuine spare parts and the same shall be used from the authorized dealer or manufacturer.
- VII. Defective / worn out components should be replaced only by genuine and original parts. OEM or its authorized dealer's invoice should be submitted as proof of using genuine parts. In case OEM's does not exist by any chance or production of components have been stopped by OEM; then only use of components of other reputed make will be permitted with prior approve of concerned engineer of NIFTEM.
- VIII. Preventive Maintenance, servicing of UPS system and accessories etc. should be done by agency on holidays in a planned manner in consultation with concerned engineer of NIFTEM. Preventive maintenance, repairing and service should be done as per the recommendations/guidelines of various OEMS and no any extra payment made by NIFTEM.
- IX. Agency should arrange and maintain sufficient stock of spares, specially consumable at site which can be kept by agency in cupboards to be arranged by them. Similarly all necessary tools & instruments required for the purpose of servicing / maintenance; routine testing etc should be arranged by agency and should be available at site at all times.
- X. Normally repairs/servicing works should be done by agency at site up to maximum possible extent. However in case any equipment or accessories is essentially required to be taken by agency out of NIFTEM premises for repairing/servicing; all necessary arrangements including to and for transportation will be the responsibility of agency. Agency will also inform concerned engineer of NIFTEM for doing procedural formalities (like issue of gate pass etc); prior to taking out the materials out of NIFTEM premises.
- XI. All the general & special tools, tackles including chain pully blocks etc., required for proper maintenance and repairs/break down etc, shall be arranged by the agency at his own cost and issue to the staff deployed by him for this work.
- XII. The Agency shall be fully responsible for any kind of accident / mis-happening to their staff as well as machineries while attending the complaints or at work in the NIFTEM premises.
- XIII. After the expiry of the contract, the firm shall have to hand over complete installation to the department in proper working order. All defect and deficiencies shall have to be rectified by the firm to the entire satisfaction of Engineer-in-Charge failing which the work shall be got done at the risk and cost of the firm.
- XIV. Any extra labour of any nature if required, at any time for attending any repair/break down shall be deployed by the agency at its own cost for which nothing extra shall be payable.
- XV. It has to be ensured that the faults are rectified immediately. After the rectification, service report has to be submitted to NIFTEM with the Contractor's acknowledgement /certification.
- XVI. Once the fault has been rectified and the system is restored to normalcy the Engineer of the contractor shall record in the log book, the details of works done by them for restoration of faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by employer but also for preventing the occurrence of faults in future.
- XVII. At the end of the CAMC period, Contractor itself is responsible to hand-over all the UPS which are under CAMC in good working condition and get a certificate from the concerned users about its working. If it is found that this certificate is not obtained and any UPS is not

working, then NIFTEM is free to get it repaired from any third party and charges incurred for such repairs will be deducted from the final bill of the Contractor.

- XVIII. The contractor shall not subcontract the maintenance job to outside agency.
- XIX. If services of the firm, at any stage, is not found satisfactory, In-charge, NIFTEM/Competent Authority, reserves the right to terminate the contract at any point of time.
- XX. If the Contractor does not rectify the problem in a reasonable time period, NIFTEM will be free to get it repaired from any third party and charges incurred for such repairs will be deducted from the bills of the Contractor.
- XXI. NIFTEM shall have the right to add or delete any number of systems before start of the contract or at the start of each quarter.
- XXII. During the Comprehensive Annual Maintenance Contract (CAMC) the Contractor has to provide four preventive maintenance services (once in three months) and corrective maintenance services as and when needed, including repairs/replacement of parts free of cost.
- XXIII. Classification of faults and duration for repair:

a) **Major faults:** Total failure of UPS is termed as Major fault and should be rectified within 48 hours.

b) **Minor faults:** Fault in a card etc which is not affecting the service is termed as Minor fault and should be rectified within 4 days. The contractor is supposed to provide an alternate system in case of total failure of system and not rectified within 48 hours.

2. Quantum of Work

The UPS systems shall be taken in to Comprehensive AMC as per BOQ (Bill of Quantities).

Bill of Quantities

Sr. No.	UPS Rating	Make	UPS Model	UPS Serial No.	Qty	Remarks
1	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM17052001	1	
2	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM22043001	1	
3	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM17052001	1	
4	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM22041001	1	
5	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM22047001	1	
6	60 kVA	APC by Schneider Electric	Galaxy 5000	3ASM22046001	1	
7	60 kVA	Eaton	E series DX CASTLE	111115-18400001	1	
8	60 kVA	Eaton	E series DX CASTLE	111130-34390002	1	
9	40 kVA	Eaton	9390	DE246CAB08	1	
10	40 kVA	Eaton	9390	DE306CAB01	1	

11	30 kVA	Eaton	93E-30-D-MBS	4K233LXX23	1	
12	6 kVA	Eaton	91456KIN-XL	ZK 235 A 2065	1	
13	30 kVA	Uniline	-	ULP13-J-149	1	
14	20 kVA	Uniline	-	ULP13-J-144	1	
15	20 kVA	Uniline	-	ULP13-J-146	1	
16	5 kVA	Uniline	-	UPL13-J-147	1	
17	5 kVA	Uniline	-	ULP13-J-148	1	
18	20 kVA	SU-KAM	MODEL NO - IQ 33	-	1	
19	10 kVA	NUMERIC	J0000023943	V170906287	1	

3. 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:-

Eligibility Criteria (Attached signed and stamped copy of each document)

The tenderers must fulfil the following eligibility criteria & the following documents are to be furnished by the Contractor along with Technical Bid as per the tender document (Scan Copies):

- A) The agency either OEM/Authorized Service provider or other agency having at least 3 years experience of similar works of UPS system out of which one year experience should be in the CAMC of UPS system with the capacity 60 kVA and above 60 kVA . In support to experience, enclose work-order and certificate of completion during, 2017-18, 2018-19 & 2019-20).
- B) **Proof for payment of Tender document Cost (T. Fee)/ Earnest Money Deposit** and permanent address of the Firm/Agency/Person.
- C) Average Annual financial turnover of the agency should be at least 40 Lac per annum during last 3 years, ending 31st March, 2020 of the previous financial years (2017-18, 2018-19 and 2019-20). (ATTACH audited BALANCE SHEET & P&L Acc. for each F. Y.).
- D) ITR (Income Tax Return) for last 03 financial years (F. Y. 2017-18, 2018-19 and 2019-20).
- E) The Agency should have GST No. (Attached copy of GST No.)
- F) Similar work experience includes Comprehensive Annual Maintenance Contract, Annual Maintenance Contract & UPS repairing works of UPS system.
- G) Address proof of agency/contractor.
- H) Details of Bank Account of Bidder i.e. Account No., IFSC Code, MICR No., Bank Name and address, PAN/GST number, EPF & ESI Registration, Contract Labour Registration, if any.
- I) Non-blacklisting certificate as per Annexure-V

- J) An authorisation letter from the firm in favour of the person signing the tender documents.
- K) An attested copy of the certificate of registration/incorporation pertaining to the legal status of the Bidder/Firm/Agency, Annexure II, III, IV.

4. Financial Bid

1. 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 lay in the tender. In this regard the decision of Institute shall be final. The committee may visit the site where agency is doing the CAMC work at present.

Note: The EMD should be submitted in the form of Demand Draft of State bank of India (as far as possible), in favor of NIFTEM, payable at Delhi.

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. EMD/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 opening of technical bid.**
- 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 EMD of successful bidder will be return after submission of Performance Security within 20 days from the date of award letter.**
- vii. **The Performance Security** will be refunded/ returned to the agency, without any interest after the expiry of contract period & handing over all UPS in proper working condition.
- viii. **The rates quoted by the bidder shall be complete for CAMC of the UPS system 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.**
- ix. 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.
- x. Conditional Tender will not be accepted.
- xi. The EMD of the unsuccessful bidder will be returned to them at the earliest on or before the 30th day after the award of the contract.
- xii. Tender without EMD & Tender Fee will be summarily rejected.
- xiii. 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.
- xiv. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- xv. Tender Fee **of Rs. 590/- (non-refundable) and EMD Rs. 36,000/-** are payable only in the form of Bank Draft from State bank of India, in favour of NIFTEM payable at Delhi. Cheque/Bank Guarantee are not accepted, if so in the tenders will not be acceptable.
- xvi. 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.
- xvii. NIFTEM will not responsible for any loss of property, manpower, and issues related to labour and/or labour laws of the agency, involved in the Comprehensive Maintenance Contract of UPS system at NIFTEM.
- xviii. No extra charges will paid for material & manpower except Comprehensive Maintenance Contract of UPS system.
- xix. NIFTEM has all the rights to cancel the contract agreement at any stage if the services of the concern agency not found satisfactory.
- xx. Agency will strictly follow all the safety measures.
- xxi. The agencies will take-care all safety measures, while going for repair & maintenance.

- xxii. The bidders are advised to visit the NIFTEM Campus before participating in the said tender to check the physical conditions of all machines (Comprehensive Maintenance Contract of UPS system.) because the work of Comprehensive Maintenance Contract of UPS system will be awarded to the successful agency on "As is where is basis".
- xxiii. NIFTEM can cancel the whole tender process at any stage without assigning any reason.

6. Payment

- i. Billing frequency for CAMC of UPS system shall be on Quarterly basis i.e. agency can submit their bills after successful completion of every quarter & payment will be done within 15 days from the date of bill submission if found complete & genuine in all respect. No advance payment will be made for CAMC of UPS system.
 - ii. Counter conditions by the Tenderers in matters concerning payment of bills shall not be acceptable.
- 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. Award of work

- 1. The interested agencies are required to quote their best rates for the items as mentioned in the Financial Bids **(Annexure-I)**. Agencies/Contractors may only quote rates for those items, which they are easily capable to supply on requirement.
 - 2. The work will be awarded to the lowest bidders in categories wise.
11. **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.
12. **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".

13. Right of Acceptance of Offer.

(a) The 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.

Patent Rights. The Seller shall indemnify and hold the Buyer harmless against all third party claims of infringement of patent, trade mark of industrial design rights arising from use of the stores supplied or any part thereof.

14. 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.

15. 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.

16. 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.

17. Option And Repeat Order Clause

1. Option Clause: The BUYER shall have the right to place separate order on the SELLER during the original Delivery Period of Contract, limited to 50% of the main plant, spares, facilities or services as per the cost, terms and conditions set out in this contract. The price of the plant, system, spares etc shall remain same till one year from the effective date of the contract. Commercial Negotiation Committee to verify that there is no downward trend in prices of the product offered.
2. Repeat Order Clause: The Buyer may order within six months from the date of successful completion of the supply against this contract at the same cost, terms and conditions of the contract.
3. When exercising one or both of the “Option Clause” and “Repeat Order Clause” above, the overall ceiling of fifty percent of the original contracted quantity will not be exceeded.

18. LIQUIDATED DAMAGES (LD)

In the event of the seller's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance the 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.

18.1 PENALTY:

- a) **Major faults:** Major faults if not rectified and not provided standby system within 48 hours of reporting and not provided alternate system, an amount of Rs.300/-per day will be charged as penalty subjected to a maximum of AMC charges of the system per year.
- b) **Minor faults:** Minor faults if not rectified within 4 days of reporting, an amount of Rs. 100/- per day will be charged as penalty subjected to a maximum of Rs. 3000 per system.

19. 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.

20. 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:-

Instructions for Online Bid Submission:

21. 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>.

22. Performance Security

Successful bidder has to deposit the performance security of 03% of total cost of awarded works, within 30 days from the issue of work-order. The performance security should be either in the form of DD or Bank Guarantee from Nationalizes Bank/Schedule Commercial Bank in prescribed format as enclosed in Annexure-V. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

23. LABOUR LAWS

The Agency shall abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, PF, etc. This will be the sole responsibility of the agency. NIFTEM will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the agency, under no circumstances NIFTEM will be liable for the same.

24. TERMINATION FOR DEFAULT

- I. The NIFTEM may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.
 - a) If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the NIFTEM.
 - b) If the agency fails to perform any other obligations under the contract and
 - c) If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NIFTEM may authorize in writing) after receipt of the default notice from the NIFTEM.
 - d) On a notice period of 30 days.
- II. In the event the NIFTEM terminates the contract in whole or in part pursuant to above para the NIFTEM may hire the agency at the risk and cost of working agency under contract as NIFTEM deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

25. PERIOD OF CONTRACT

This contract will be valid for a period of one year from the date of award of the work order unless otherwise terminated. However, contract may be extended on mutual consent after a period of one year on satisfactory performance of the contract on same terms & conditions.

26. NO CONDITIONAL BIDS SHALL BE ACCEPTED.

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 (i.e. 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.

Queries to be addressed to:

Mr. Vikas kadiyan, JE-Electrical

NIFTEM, Kundli, Sonapat (Hr.) 131028

Phone No.- 0130 2281020

E-mail ID- vikas.kadiyan@niftem.ac.in

Financial Bids (Price Bid)**Category Part-A**

Sr. No.	Description	Qty.	Rates	Total	GST	Total Amount
1	Comprehensive Annual Maintenance contract (CAMC) of UPS System as per tender documents for the period of 01 Years.					
1.1	60 kVA UPS , Make - APC	6				
1.2	60 kVA UPS , Make - Eaton	2				
1.3	40 kVA UPS , Make - Eaton	2				
1.4	30 kVA UPS , Make - Eaton	1				
1.5	6 kVA UPS , Make - Eaton	1				
1.6	30 kVA UPS , Make - Uniline	1				
1.7	20 kVA UPS , Make - Uniline	2				
1.8	5 kVA UPS , Make - Uniline	2				
1.9	10 kVA UPS , Make - NUMERIC	1				
1.10	20 kVA UPS , Make - SU-KAM	1				

Category Part -B

2	Supply & installation Sealed Maintenance Free, lead-acid batteries under buy-back scheme, Make - Exide, Amaron and Rocket with the below rating :-					
2.1	12V 007AH	1				
2.2	12V 018AH	1				
2.3	12V 026AH	1				
2.4	12V 028AH	1				
2.5	12V 042AH	1				
2.6	12V 065AH	1				
2.7	12V 084AH	1				
2.8	12V 100AH	1				
2.9	12V 110AH	1				
2.10	12V 130AH	1				
2.11	12V 160AH	1				
2.12	12V 200AH	1				

Category Part -C

3	Supplied & installation Sealed Maintenance Free, lead-acid batteries, Make - Make - Exide, Amaron and Rocket with the below rating :-					
3.1	12V 007AH	1				
3.2	12V 018AH	1				
3.3	12V 026AH	1				
3.4	12V 028AH	1				
3.5	12V 042AH	1				
3.6	12V 065AH	1				
3.7	12V 084AH	1				
3.8	12V 100AH	1				
3.9	12V 110AH	1				
3.10	12V 130AH	1				
3.11	12V 160AH	1				
3.12	12V 200AH	1				
	Total Amount					

- Note:** - 1. The tender will be evaluated on the price quoted.
2. The rate should be quoted inclusive of all taxes, insurance and freight etc.

**Sign & Seal
With Date**

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)

Sr.	Particulars	(To be filled by the tenderer)
a.	The agency either OEM/Authorized Service provider or other agency having at least 3 years experience of similar works of UPS system out of which one year experience should be in the CAMC of UPS system with the capacity 60 kVA and above 60 kVA . In support to experience, enclose work-order and certificate of completion during, 2017-18, 2018-19 & 2019-20).	
b.	Average Annual financial turnover of the agency should be at least 40 Lac per annum during last 3 years, ending 31 st March, 2019 of the previous financial years (2017-18, 2018-19 and 2019-20). (ATTACH audited BALANCE SHEET & P&L Acc. for each F. Y.).	
c.	ITR (Income Tax Return) for last 03 financial years (F. Y. 2017-18, 2018-19 and 2019-20).	
d.	The Agency should have GST No. or as applicable in their case. (ATTACH GST NO.)	
e.	PAN No.	
f.	Bank Account Details & IFSC code.	
g.	Non-blacklisting certificate as per Annexure-V	
h.	Address proof of agency/contractor	
i.	Similar work experience includes Comprehensive Annual Maintenance Contract, Annual Maintenance Contract & UPS repairing works of UPS system.	

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

Signature.....

Name

Address

Mobile:.....

Seal of firm.

Date

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of **National Institute of Food Technology, Entrepreneurship and Management** (herein after called the "PURCHASER " which expression shall unless repugnant to the context or meaning thereof include it's successors, administrators and assigns) having agreed to award the contract to(Herein after called "the said Supplier /Supplier/ Contractor(s) " which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) and the same having been unequivocally accepted by the Supplier / Supplier/ Contractor resulting in a Contract bearing No. _____ dated _____ valued at _____ for agreed to provide contract performance guarantee for the faithful performance of entire contract equivalent to the said value of the contract to the PURCHASER.
2. We _____ (name and address of Bank) having its head office at _____ (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include the successors administrators, executors and assigns) do hereby guarantee and undertake to pay the PURCHASER, on **written** demand any and all money payable by the Supplier/ Contractor to the extent of Rs.....(Rupees.....Only) before..... (Date of expiry of guarantee).
3. Without any demur, reservation, contest, recourse or protest and /or without any reference to the Supplier /Supplier/ Contractor. Any such **written** demand made by the PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between the PURCHASER and Supplier /Supplier/ Contractor or any dispute pending before any court tribunal or any authority.
4. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the PURCHASER and further agrees that the guarantee here in contained shall continue to be enforceable till the PURCHASER discharges this guarantee **or till** (**exact date of expiry of Bank guarantee**). The PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier/ Supplier/ Contractor, and to exercise the same at any covenants, contained or implied, in the Supplier/ Supplier/ Contractor between the PURCHASER and Supplier/ Supplier/ Contractor or any other course of or remedy or security available to the PURCHASER.

The Bank shall not be released of its obligations under these presents any exercise by the PURCHASER of its liberty with reference to the matters aforesaid or any of them or by reason

of any other acts of omission or commission on the PURCHASER or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank.

5. The Bank also agrees that the PURCHASER at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the contract and notwithstanding and security or other guarantee that the PURCHASER may have in relation to the Supplier/ Contractors liabilities.
6. The Bank further agree with the PURCHASER that the PURCHASER shall have the fullest liberty without our consent any without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the said Supplier/ Contractor from time to time or to postpone for any time or from time to time any of the powers exercised by the company against the said Supplier/ Contractor and to forbear or enforce any of the terms and conditions relating the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted by the said corporation to the said Supplier/ Contractor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier/ Contractor.
8. The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.
10. Notwithstanding anything contained herein:
 - i) Our liability under this Guarantee shall not exceed Rs. **(Rupees Only).**
 - ii) This Bank Guarantee shall be valid upto; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under the bank guarantee only and only if you serve upon us a written claim or demand on or beforeDated this ____ Day of
For _____
(Signature)

(Name & Title)

Signing on behalf of the Bank

TENDER CONDITIONS ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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. ____ to ____ (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/ organisations 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/ organisation 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.

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL

NAME OF THE TENDERER
WITH ADDRESS

NOTE: Certificate as per above must be submitted only on letterhead of the agency

Reply