



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).

Website-www.niftem.ac.in

e-TENDER NOTICE

Ref. No.-N/GeA/EC/2021-22/47/28

Dated-16.12.2021

Subject- Online e-Tender for “Replacement of Filters, Cartridges etc. of 15000 LPH RO system” at NIFTEM Campus, Kundli, Distt. - Sonepat, Haryana.

For and on behalf of NIFTEM online Tenders are invited on CPPP eProcurement website
<https://eprocure.gov.in/eprocure/app> from eligible Contractors/agencies at NIFTEM Campus, Kundli,
Distt.- Sonepat, Haryana.

Important Dates & Time

S. No.	Description	Date	Time	EMD	Tender Processing Fees (Rs.)
1.	Downloading of Tender document.	16.12.2021	06.00 PM	DD of Rs. 10,000/-	DD Of Rs. Rs. 1000/- + GST @18%= 1180/-
2.	Pre-bid Meeting	23.12.2021	11.30 AM		
3.	Bid submission start date	27.12.2021	04.00 PM		
4.	Last date & time for submission of bid	04.01.2022	02.00 PM		
5.	Date & time of opening of Technical Bids	05.01.2022	03.00 PM		

Note- The DD should be drawn in the name of NIFTEM, payable at New Delhi.

Online link for pre-bid meeting:

<https://niftemkundli.webex.com/niftemkundli/j.php?MTID=m6c1727437d46a261e8099be6ffd10a35>

Thursday, Dec 23, 2021 11:30 am | 2 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2526 242 1869

Password: nGTPP8eY3v6

1. **EMD**

Bidders have to submit a DD of Rs. 10,000/- (Rupees Ten thousand only) in the name of NIFTEM, payable at New Delhi. EMD will be returned after completion of empanelment period or before reinitiating of empanelment.

2. **Eligibility Criteria (Signed documents to be attached in support)**

The bidder must fulfill the following eligibility criteria:-

- i) Bidder should have minimum 03 years experience of Repair & maintenance of Centralized RO System out of which 01 work-order should be of 15000 LPH or above RO system.
- ii) Average Annual Turnover of the agency should be 5 lakh for last 03 financial years (2018-19, 2019-20 & 2020-21).
- iii) The Contractor/Agency should have GST No. (Attach GST registration certificate).
- iv) Address proof of Contractor/Agency (Attach bank passbook copy/AADHAR Card/Voter ID Card)
- v) Bank Account Details & IFSC code.
- vi) Annexure-I as per tender document.
- vii) Annexure-III as per tender document.
- viii) Annexure-IV as per tender document.

Note- Bidders has to deposit Hard Copy of Technical bid along with the DDs of Tender Processing Fees and EMD in tender BOX kept at Reception of NIFTEM, before closing date of tender.

1. **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.

2. **Payment**

- i. Payment will be made within 30 days after replacement of filters, cartridges, etc.
 - ii. Counter conditions by the Tenderers in matters concerning payment of bills shall not be acceptable.
3. NIFTEM reserves the right to accept or reject any/all tenders without assigning any reason(s).

4. 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.
5. 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.
6. **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.
7. **Withholding of Payment:** This clause authorises Buyer to withhold payment till end when seller/contractor/bidder fails in its contractual obligation. The standard text of this clause is as under:

“In the event of the Sellers/ Bidder 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”.

8. FORCE MAJEURE

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment 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.

9. PENALTY FOR USE OF UNDUE INFLUENCE

The Seller/Bidder 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.

10. 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/Bidder. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms of conditions.

11. 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 construction/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.

12. CANCELLATION OF THE CONTRACT

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

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

13. 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.

14. 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 07 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:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

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

ASSISTANCE TO BIDDERS

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

Queries to be addressed to:

Purchase related queries:

Purchase Section
NIFTEM, Kundli, Sonapat (Haryana) 6 131028
Phone No. - 0130-2281057
E-mail ID - purchase.niftem@gmail.com

Technical queries:

Sh. Sandeep Kumar Yogi, JE-Civil
NIFTEM, Kundli, Sonapat (Haryana) 6 131028
Phone No. - 0130-228102
E-mail ID - sandeep.yogi@niftem.ac.in

Registrar, NIFTEM

ANNEXURE-I

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)

Sl. No.	Particulars	Status (to be filled by the tenderer)
a.	Bidder should have minimum 03 years experience of Repair & maintenance of Centralized RO System out of which 01 work-order should be of 15000 LPH or above RO system.	
b.	Average Annual Turnover of the agency should be 5 lakh for last 03 financial years (2018-19, 2019-20 & 2020-21).	
c.	The Contractor/Agency should have GST No. (Attach GST registration certificate).	
d.	Address proof of Contractor/Agency (Attach bank passbook copy/AADHAR Card/Voter ID Card)	
e.	Bank Account Details & IFSC code.	
f.	<u>All Annexure</u>	

ANNEXURE- II

Price –Bid format

S.No.	Description	Qty.	Unit	Rate	Amount	GST@ ---	Total Amount with GST
01.	RO Membranes- DOW Make BW30-365	10	Nos.				
02.	Dosing Pump 0-6 LPH	03	Nos.				
03.	RO Antiscalent Suchem 796	50	Kg				
04.	Cartridge filter 4' x20"	10	Nos.				
	Supervision/Execution Charges	01	Lot				
	Total Amount						

(Bidders are requested to kindly visit at NIFTEM to see the condition of Centralized RO system, before quoting the rates)

ANNEXURE-III

UNDERTAKING

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

Sir,

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

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL

NAME OF THE TENDERER
WITH ADDRESS

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

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

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **N/GeA/EC/2021-22/47/28**

Name of Tender / Work: - **Online Tender for Replacement of Filters, Cartridges etc. of 15000 LPH RO System at NIFTEM**

Dear Sir,

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

CPPP e-Procurement website <https://eprocure.gov.in/eprocure/app>

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. 01 to 11 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)