



National Institute of Food Technology Entrepreneurship and Management (NIFTEM)

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

Tender No. N/AE/L/2020/11/26

Dated:20.11.2020

NOTICE INVITING E-TENDER

ONLINE TENDER FOR PROCUREMENT OF BIO SAFETY CABINET AT AES LAB, NIFTEM CAMPUS, KUNDLI, SONIPAT, HARYANA

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

For and on behalf of NIFTEM online Tenders (Two bid system) are invited on CPP eProcurement website <https://eprocure.gov.in/eprocure/app from eligible Agencies/Firms> at NIFTEM Campus, Kundli, Distt.- Sonepat, Haryana.

Critical Date Sheet

S. No.	Particulars	Important Dates	Time	Tender Processing Fee	EMD
1.	Issue of Tender documents	20.11.2020	02.00 PM	Rs.500/- + 18%GST (Rs. 590/-)	Rs. 15000/-
2.	Pre-bid Meeting at Meeting Room	25.11.2020	11.00 AM		
3.	Start date for submission of bids	27.11.2020	17.00 PM		
4.	Last date & time for submission of tender	04.12.2020	02.00 PM		
5.	Date & time of opening of Technical Bids	05.12.2020	03.00 PM		
6.	Date & time of opening of Financial Bids	Date & Time will be uploaded at CPP Portal who qualified in the technical bid			

1. ELIGIBILITY CRITERIA:

Bidder will upload the details of all the documents related to Eligibility Criteria in "Scan Form" in the Technical Bid along with Annexure-1 to Annexure V duly signed and stamped on each page as acceptance of the terms and conditions laid down by NIFTEM authority.

Bidder must fulfill the following eligibility criteria:-

- Earnest Money Deposit amounting to Rs. 15000/- (Rupees fifteen thousand only) and Application Processing Fee Rs.590/- (Rupees five hundred ninety only) (Inclusive GST) in the form of Demand Drafts, drawn separately in favor of NIFTEM payable at Delhi from SBI are to be enclosed with the

Technical Bid, failing which the tender will be summarily rejected. The Application Processing Fee is not refundable.

- ii. The bidder should be an established Manufacturer/ Supplier/Dealer to the Central and State Govt. Deptts./ University/ Autonomous/ Educational/Research Institutes/private reputed Universities/ Institute for last 3 years. In case of supplier, must enclose authorisation/dealership.
- iii. A complete list of clients including clients from Govt./Semi Govt./Autonomous Bodies/PSUs Institutions served during last three years with Name, Telephone No, etc along with copies of supply order.
- iv. The average annual financial turnover during the last 3 years ended 31st March of the previous financial year (2018-19), should be at least Rs. 10 lakh, Copies of audited balance sheet of 2016-17, 2017-18 and 2018-19 to be attached as documentary proof.
- v. At least 3 years of experience of having successfully completed similar equipment or supply and installation of same equipment. Copies of supply orders for last three years (2017 to 2019) may be attached as documentary proof.
- vi. The bidders should attach successful satisfactory completion certificates issued by the clients or work order, as documentary evidence in support to above eligibility criteria. The certificate should contain date of start, date of completion; value on completion etc. Minimum 03 completion certificates.
- vii. The bidder should have PAN, GST Registration, applicable in his/her case and should submit a copy of each of these documents along with acknowledgement copies of the IT Returns for the last 3 years (2016-17, 2017-18 and 2018-19).
- viii. Bidder must have official Bank Account.
- ix. Bidder must have permanent address of the Firm/Agency/Person.
- x. Bidder must have registration/incorporation pertaining to legal status.
- xi. Bidder must produce Annexure -V, (Undertaking) on Non-judicial Stamp Paper of Rs. 100/-.
- xii. No subletting of work will be allowed at any stage.

2. **SCOPE OF WORK:**

Supply, installation, testing & commissioning of **BIO SAFETY CABINET AT AES LAB, NIFTEM CAMPUS, KUNDLI SONIPAT, HARYANA** as per the Annexure-III enclosed.

Period for Supply of items: The supply of item shall be made to this Institute within 8 to 10 weeks for indigenous equipment from the issue of work order and 3 months after opening of LC for imported equipments. The schedule of activities to complete the work order should be given in the technical bid.

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.

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 “**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.

4. **EVALUATION PROCEDURE:**

Technical bids will be evaluated by the Technical Evaluation Committee on the basis of documents submitted by bidders with the Technical Bid and required specifications. Financial bids will only be considered of those bidders who will be found technical eligible as per terms and conditions as laid down in the tender.

5. **AWARD OF WORK:**

The tender will be awarded on the basis of overall lowest rates for all the essential items. The PO will be given to L1 agency based on main equipments and mandatory items. The order for AMC will be given along with the PO (if required) but it will only be applicable after first day of expiry of three years onsite warranty and the installment of AMC will be released after its implementation on half yearly basis.

6. **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. This tender is valid upto 180 days from the issue of tender notification.
- iv. In case the item(s) are fabricated/ finished in the campus, the Contractor/Agency shall ensure the protection of their items at site from fire, floodwater, moisture etc. or any kind of damage at their cost.
- 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 material or used inferior quality or different wood/board/lamination as specified in the work order containing specification(s). 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 supplier will provide **three year on site warrantee, and under warrantee period all the damages shall be repaired/ replaced by the supplier at their cost and risk.**
- vii. **The Performance Security @ 10%** of the total work order will be refunded/ returned to the agency, without any interest after the expiry of warrantee period. The performance security should also remain valid for a period of sixty days beyond the date of completion of all contract obligation of the supply including warrantee obligations.
- viii. The rates quoted by the bidder shall be complete for supply and placing of the finished items as per the specification(s) and shall be inclusive of all applicable tax, duty(ies) loading, unloading, packing, transportation from works to NIFTEM, installation etc and nothing extra/additional shall be payable on these rates.
- 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 successful bidder will be retained until the submission of Performance Security as security deposit
- xii. 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.
- xiii. The successful bidder will submit the Performance Security @ 10% of work order in the form of Demand Draft within 10 days of the receipt of work order. The Performance Security will be retained during the entire period of contract and including the period of extended on site Guarantee as Security Deposit and will be returned after the satisfactory completion of the Guarantee period without interest.
- xiv. 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.
- xv. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- xvi. EMD 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.
 - **NIFTEM will provide (if required) Custom Duty Exemption and Excise Duty exemption certificate issued by DSIR, Delhi.**
 - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - If an agent submits bid on behalf of Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product, while submitting the bids CVC guidelines may taken due care.
 - Two agent simultaneously shall not submit bid on behalf of same principal/OEM for same items/products. Otherwise the EMD may be forfeited.

7. PAYMENT TERMS:

For indigenous equipment, payment will be processed after receipt of performance security @ 10% of the total value of the order in the form of **Demand Draft/Fixed deposit/Bank Guarantee** and after satisfactory supply and installation and performance of the equipment. **Instrument will be tested minimum for one month for satisfactory performance.**

For equipments imported from foreign country 100% of the price of the equipment shipped shall be paid through irrevocable letter of credit opened in favor of the supplier in a bank upon submission of necessary bank account information. The letter of credit will be opened only after receipt of performance security i.e. 10% of the total order value.

The letter of credit will be confirmed at the supplier's cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e supplier and all bank charges in India shall be to the account of the opener i.e purchaser. If letter of credit is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the supplier's account.

L.C opening related opinion report charges and any amendment charges, if any will be borne by the supplier.

8. **PRICES:**

1. The Price to be quoted **FOR Destination only** and it's should be inclusive of taxes, freight, Packing, Transit, Installation, Octroi, Insurance, Inspection Charges etc. **NIFTEM will provide (if required) DSIR Certificate for Custom Duty and Excise Duty exemptions as issued by DSIR, Delhi** and no custom duty , custom clearance and transportation charges will be paid separately.
2. The price should be including of clearance charges to be quoted along with the price of equipments, in case of imported equipment.
3. NIFTEM will provide DSIR certificate and all related documents for custom clearance, but, it will be cleared by the supplier only from the port and to be installed in NIFTEM.
4. Demurrage charges if any will be borne by the supplier only.
5. Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
6. Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time. Any change/deviation in taxes and statutory will be considered
7. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take into account the reduction in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
8. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
7. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
8. **For the prices quoted in foreign currency, the rate of conversion from foreign currency to Indian rupees for financial comparison will be taken as on the date of Financial Bid Opening**
9. NIFTEM reserves the right to accept or reject any/all tenders without assigning any reason(s).
10. 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. Canvassing in any form will be viewed seriously and if any tendere is found to be resorting to such practices, the tender of such firm will be rejected.
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 authorizes 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".

9. **Right of Acceptance of Offer.**

- (a) Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Seller shall supply the same at the rate quoted.
- (b) In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the

offer for balance items at a later stage within the validity of offer.

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.

10. 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.

11. PENALTY:

The supply of item shall be made to this Institute within 8 to 10 weeks for indigenous equipment from the issue of work order/ finalization of sample/design and 3 months after opening of LC for imported equipments, otherwise 1% penalty per week will be made from the cost of instrument subject to maximum of 10% upto 12 weeks after completion of first 10 weeks. Still the equipment is not supplied, the EMD/Performance security will be forfeited and order will be treated as cancelled. The agency may also ensure to installation/commissioning/testing within 20 days after supply to the Institute, failing which penalty will be applicable as the same rates.

12. LIQUIDATED DAMAGES (LD)

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

13. 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.
- c. At any stage without assigning any reason thereon.

14. 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.

15. Modification and withdrawal of bids

The bidders may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but is to be followed by a signed conformation copy by post not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of specified bid validity. Withdrawal and modification of bid during this period will result in forfeiture of Bidder's Bid Security.

16. ASSISTANCE TO BIDDERS

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.

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.

17. Clarification on Bid Documents:

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

Queries to be addressed to:

Name of the person dealing the tender,: Dr. Bhim Pratap Singh, Associate Professor
NIFTEM, Kundli, Sonapat (Hr.) 131028
Phone No.- 0130 -2281043
E-mail ID- tripti.niftem@gmail.com

Registrar, NIFTEM

Tender Form (Technical Bid)

(To be submitted by the tenderer on their letter head. All Columns must be filled in. Relevant documents in relation to these must be enclosed with the technical bid. The bid will be examined on the same.)

S. No.	Particulars	Details (to be filled by the tenderer)	Enclosure Page no.
1.	Name of Firm with address, mobile/phone no. & e-mail.		
2.	Tender fee details (Amount DD no., Bank Name, Amount date)		
3.	EMD details (Amount, DD no., Date, Bank's Name a/c no. a/c holder name, Branch IFSC code)		
4.	Type of Firm (Proprietor/ Partnership/ Pvt. Ltd./ Public Ltd.		
5.	Registration Number (Copy to be enclosed)		
6.	Year of Incorporation of the agency (copy to be enclosed) along with the latest registered address of corporate office.		
7.	Length of relevant experience in years		
8.	GST Registration(Copy to be enclosed)		
9.	Please enclose list indicating ie. Name of organization, details of work, Quantity Amount, Contact/ Phone No., Email address. Please also enclose either PO or performance certificate for each details.		
10.	Copies of supply orders of same equipment for the last three years (2017 to 2019)		
11.	Annual Turnover of the company in Lakhs of Indian Rupees during last three years. (Copy to be enclosed or certificate issued by CA) a) 2016-17 b) 2017-18 c) 2018-19		
12.	Business Details		
13.	PAN No.		
14.	NISC Documents		
15.	ISO details		
16.	Copies of Income Tax Return of last 3 Years (2016-17, 2017-18 and 2018-19)		
17.	An authorization letter from the firm in favor of the person signing the tender documents.		
18.	Tender document with Annexure –I to Annexure V duly signed and stamped on each page as acceptance of the terms and condition aid down by NIFTEM authority		

The above documents must be enclosed with proper pagination.

Signature

Name

Address

Mobile

Seal of firm

Date:

Format of Financial Bid

S. No.	Description of Item	Qty	Unit	Unit Rate	GST	Total Amount
01.	Bio Safety Cabinet (As per specification at Annexure III)	01	Nos.			
02.	AMC cost for 03 Years after 03 years of warranty	03	Years			
	Total amount					

Note:

1. Please quote item wise rate inclusive of all freight, cartage, installation etc.
2. Same is provided along with the tender document in .xls format. Bidder have to advised to download the price bid in that format , quote their rates and upload it along with the bid on to the portal.

Date:**Signature of Bidder with Stamp**

Specifications of the instrument for AES Lab			
S.No.	Name of the Equipment	Specifications	Quantity
1.	Bio Safety Cabinet	<ul style="list-style-type: none"> Class II Biosafety Cabinet Type A2 design. Should include <u>two number germicidal UV lamps</u>, set of arm rest, an electrical outlet and a support stand provided with leveling bases. Minimum size <u>3 feet</u> width and the front window must have minimum <u>8/ 10"</u> sash opening with working surface and made of stainless steel. The microprocessor based Cabinet should use differential pressure sensor to display the inflow and down flow air velocities in real-time on an LED/LCD display. Should have port for vacuum tubing and cables on the sides. HEPA/ULPA Filter should be 99.995% MPPS(Most Penetrating Particle Size) UV light must be programmable to allow for specific exposure times from 0 to 24 hours. Lightening power should ≥ 1100 Lux (100fc);cabinet noise level must be less than <u>65 dB(A)</u> Cabinet should be NSF (National Sanitation Foundation) certified and certificate of the quoted model should be attached. Power Consumption in Normal mode :200W $\pm 10\%$ CE certified with Warranty of 3 years. The supplier should have at least 50 installations Base of Biosafety in North. Should include the list of suppliers in North India. 	01




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:

Name of Tender / Work: **Procurement of Bio Safety Cabinet at AES Lab, NIFTEM CAMPUS, KUNDLI, SONIPAT, HARYANA**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ 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 12 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

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

Sir,

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

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL

NAME OF THE TENDERER
WITH ADDRESS

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