



## National Institute of Food Technology Entrepreneurship and Management (NIFTEM)

An Institution of National Importance under the Ministry of Food Processing Industries, GOI,  
Plot No 97, Sector-56, HSIIDC Industrial Estate, Kundli-131028, District-Sonepat (Haryana)

### INVITATION TO BIDS

Ref No: N/PuS/P/2024/20/34

Dated: 02.12.2024

### **SUBJECT: HIRING OF THIRD PARTY INSPECTION AGENCY FOR INTERNAL PIPING IN COMPLIANCE WITH PNGRB T4S REGULATION AT NIFTEM CAMPUS.**

National Institute of Food technology entrepreneurship and management (NIFTEM) was conceptualized by the Government of India on persistent demand of the food industry to have an apex organization as a '**One-Stop Solution Provider**' for various problems of the food sector. The Institute is an autonomous body under the Ministry of Food Processing Industries, Government of India and recently it has been declared as **National Institute of Importance (INI)** by the Govt. of India. The Institute is spreading over of 100 acres at a prime location in close proximity of North Delhi, Kundli at Delhi-Haryana border. The Institute aims to become an International Centre of Excellence which integrates technological, managerial and behavioral aspects of the Indian Food Processing Industry with a clear objective of catapulting the sector to the Numero Uno position in the world. NIFTEM strives to cater to the needs of various stakeholders such as entrepreneurs, industries, exporters, policy makers, government and other existing institutions. Primarily, it aims to produce world-class business leaders, develop competitive processes and technologies recognized globally, and initiate best practices in the area of food technology, entrepreneurship and management. The Institute has also been declared as National Institute of Importance by the Govt. of India.

Sealed tenders/bids are invited from Registered Service Providers for Third Party Inspection of Internal Piping in compliance with PNGRB T4S Regulation at NIFTEM Campus, Kundli, Distt. - Sonepat, Haryana.

### Critical Date Sheet

S.N.	Particulars	Important Dates	Time	EMD
1.	Issue of Tender documents	02.12.2024	06.00 PM	<b>₹ 15,000/-</b>
2.	Pre-bid Meeting	09.12.2024	11.00 AM	
3.	Bid submission start date and time	12.12.2024	04.00 PM	
4.	Last date & time for submission of tender	23.12.2024	02.00 PM	
5.	Date & time of opening of Technical Bids	24.12.2024	03.00 PM	
6.	Date & time of opening of Financial Bids	Will be intimated separately to the successful bidders		

The interested bidders may satisfy themselves about the quantity & physical site conditions of the work by visiting **NIFTEM Campus** before bidding.

The Bids (Technical & Financial) should be made in one sealed Envelope which should be clearly marked as **“Bid for Third Party Inspection of Internal Piping in compliance with PNGRB T4S Regulation at NIFTEM Campus” & “Date of Opening”** and shall be reached to the **Registrar, National Institute of Food Technology Entrepreneurship and Management (NIFTEM), Kundli, Sonapat, Haryana – 131028** before the stipulated date and time.

**1. Scope of Work: -**

The detail specifications of work as below: -

Sr. No	Description of Works	Qty.
1.	Supply & installation of Rubber Pads, Burner, Angel clamp, Ball Valves, Pressure Gauge, MS Elbow, MS Socket and Needle Valve etc as per requirement of PNG connections for third party inspection. (IGL/GAIL- PNG APPROVED)	05
2.	Numatics Testing of PNG connections as per 3 <sup>rd</sup> party inspection agency.	05
3.	THIRED PARTY INSPECTION CHARGES for third party inspection of PNG Connections. (GAIL- PNG APPROVED Party)	05

**3. Eligibility Criteria:-**

The tenderers must fulfill the following eligibility criteria:-

- i. The Bidder may either registered contractor of GAIL Gas, IGL Gas or experienced contractor having at least 03 years of experience of installation of PNG gas line. In support to experience, enclose work-order & certificate of completion during previous 03 years (F.Y. 2021-22, 2022-23 & 2023-24).
- ii. Annual financial turnover of the agency should be at least ₹ 5.00 Lakh per annum during last 03 Financial Years, ending 31<sup>st</sup> March, 2024. (Attach audited copies of Balance Sheet, P&L Account Statement, ITR). The Certificate by CA regarding turnover must be attached (F.Y. 2021-22, 2022-23 & 2023-24).
- iii. No subletting of work will be allowed at any stage.
- iv. The Hard Copy of original instruments in respect of cost of tender document, earnest money must be reached at this addressed to the “Registrar, National Institute of Food Technology Entrepreneurship and Management, Plot No.-97, Sector-56, HSIIDC Industrial Estate, Kundli-131028, District-Sonapat (Haryana)” on or before bid opening date and time as mentioned in critical date sheet.

**Caution:** All the bidders are specifically informed that while submitting tender, must ensure that signed documents as indicated in the tender documents are mandatory, otherwise tender will be similarly rejected and no second opportunity will be given to submit shortfall documents. In case of less bids, Institute has liberty to invite shortfall documents.

The agencies (registered with MSME /NSIC registration) willing to claim any relaxation/exemption in tender fee, Turnover and Experience, etc, must submit claim for the same alongwith support document for consideration, otherwise, the same will not be extended. The relaxation/exemption will only be given, if you are registered for **applied category** of item(s)/services, etc. Upload proper Udyog Adhar Certificate from both sides with specified validity and relevant service category. The bidders who are claiming relaxation/exemption are required to submit undertaking as per **Annexure-V**.

#### **4. Bidding Procedure**

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:

- A) **EMD ₹ 15,000/- (Refundable)** in the form of Demand Draft, drawn separately in favour of NIFTEM payable at Delhi from SBI are to be enclosed with the technical bid, failing which the tender will summarily rejected.
- B) Proof permanent address of the Firm/Agency/Person.
- C) Copies of Work Order for the Financial Years 2021-22, 2022-23 & 2023-24.
- D) Copies of Audited Annual Turnover for the financial years 2021-22, 2022-23 & 2023-24.
- E) Income Tax Return for last 03 financial years 2021-22, 2022-23 & 2023-24.
- F) The Agency should have GST/PAN No. or as applicable in their case.
- G) Address proof of agency/contractor.
- H) Non-blacklisting certificate as per Annexure-IV, complete tender document duly signed and stamped along with duly filled Annexure –II, III & IV.
- I) Annexure-V, if required.

#### **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, technical specification and other terms and conditions as laid down in the tender. In this regard the decision of Institute shall be final. The work will be awarded to the agency with overall L-1 rates.

#### **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 CPP Portal & NIFTEM's Website, therefore, all the bidders are advised to visit CPP Portal & Website before filling/submitted their bids. 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 Letter of Award.
- iii. The successful bidder has to submit performance Security @5% of the total order value in form of DD/ FDR/ Bank Guarantee which will be kept till completion of the contract period. The PS will be refunded without any interest after completion of contract period.
- iv. **Validity of bids should be 90 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 rates quoted by the bidder shall be complete for third party inspection of PNG connection at NIFTEM Campus as per the specification(s) and shall be inclusive of all applicable tax duty and nothing extra/additional shall be payable on these rates.**
- vii. Conditional Tender will not be accepted.
- viii. The Institute can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material/services used in installation of internal PNG Gas line at NIFTEM Campus.
- ix. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- x. The 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.
- xi. 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 installation of internal PNG Gas line at NIFTEM Campus.
- xii. No extra charges will be paid for material & manpower except installation of internal PNG Gas line at NIFTEM Campus.
- xiii. NIFTEM has all the rights to cancel the contract agreement at any stage if the services of the concern agency not found satisfactory.
- xiv. Agency will strictly follow all the safety measures.
- xv. The agencies will take-care all safety measures, while going for repair & maintenance.
- xvi. **The bidders are advised to visit the NIFTEM Campus before participating in the said tender to check the physical site conditions and the contract will be awarded to the successful agency on "As on where basis".**
- xvii. NIFTEM reserves the right to accept or reject any/all tenders without assigning any reason(s) at any part of time.
- xviii. 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.
- xix. 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. Payment:** -Payment will be made after completion of work and submission of bill along with fit for use certificate from the empanelled agency of PNGRB at NIFTEM Campus with all accessories at site as per tender documents.

**7. 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 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.

**8. 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 agency'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) 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 reserve 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 with in 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 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.

### **12. 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.

### **13. 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 and 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.

### **14. 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.

### **15. 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.

**16. NO CONDITIONAL BIDS SHALL BE ACCEPTED.**

**17. SITE INSPECTION**

Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

**18. COMPLETION TIME**

The entire work of inspection of internal PNG Gas line at NIFTEM Campus shall be completed within 02 Months from day of issue of letter of intent/Work Order. Prices to remain firm and free from any escalation till completion of the entire work post finalization of letter of intent.

The work shall not be deemed to be completed till all these items are completed by the Contractor to the satisfaction of NIFTEM, installation of internal PNG Gas line at NIFTEM Campus are handed over to NIFTEM fully complete and running in all sense and term.

**No materials once delivered at site will be removed by the contractor without prior permission of NIFTEM.**

**Financial Bids (Price Bid)**

<b>Sr. No</b>	<b>Description</b>	<b>Qty.</b>	<b>Rates in (Rs.)</b>	<b>GST (Rs.)</b>	<b>Total with inclusive of all taxes (Rs.)</b>
1.	Supply & installation of Rubber Pads, Burner, Angel clamp, Ball Valves, Pressure Gauge, MS Elbow, MS Socket and Needle Valve etc. as per requirement of PNG connections for third party inspection of empanelled agencies of PNGRB. (GAIL- PNG APPROVED)	05 Nos.			
2.	Numatics Testing of PNG connections as per 3 <sup>rd</sup> party inspection agency of empanelled agencies of PNGRB.	05 Nos.			
3.	THIRED PARTY INSPECTION CHARGES for third party inspection of empanelled agencies of PNGRB for the PNG Connections.	05 Nos.			
<b>Total</b>					

**Note:**

1. The tender will be evaluated on the price quoted on overall L-1 basis.
2. The rate should be quoted inclusive of all taxes 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.)

<b>S.N.</b>	<b>Particulars</b>	<b>(To be filled by the tenderer)</b>
01	Tender Fee (Details of DD No., Date, Amount, Bank)	
02	EMD (Details of DD No., Date, Amount, Bank)	
03	The Bidder may either registered contractor of GAIL Gas, IGL Gas or experienced contractor having at least 03 years of experience in installation of PNG gas line. In support to experience, enclose work-order & certificate of completion during previous 03 years (F.Y. 2021-22, 2022-23 & 2023-24).	
04	Annual financial turnover of the agency should be at least ₹ 5.00 Lakh per annum during last 03 Financial Years, ending 31 <sup>st</sup> March, 2024. (Attach audited copies of Balance Sheet, P&L Account Statement, ITR). The Certificate by CA regarding turnover must be attached. (F.Y. 2021-22, 2022-23 & 2023-24)	
05	ITR (Income Tax Return) for last 03 financial years ending 31 <sup>st</sup> March, 2016. (F. Y. 2021-22, 2022-23 & 2023-24).	
06	The Agency should have GST/PAN No. or as applicable in their case.	
07	Non-blacklisting certificate as per Annexure-IV.	
08	Annexure-IV, if required.	

Date

Name .....

Address .....

Mobile.....

Seal of firm. ....

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

Date:

To,

Registrar,  
NIFTEM,  
HSIIDC Ind. Area, Kundli  
Sonepat, Haryana

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/ Work: - **HIRING OF THIRD PARTY INSPECTION AGENCY FOR INTERNAL PIPING IN COMPLIANCE WITH PNGRB T4S REGULATION AT NIFTEM CAMPUS.**

Dear Sir,

1. 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.
2. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. 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.

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

Dated:

**Undertaking to Claim Exemption/Relaxation under MSME/NSIC/Start up**

**(to be submitted on Company Letter head with stamp)**

I am (.....) is Owner/Director of M/s.....registered with MSME/NSIC/Start UpUnit under.....category.

- 1) Firm Name :
- 2) Udhog Adhaar No :
- 3) NSIC No :
- 4) Year of Registration :
- 5) Category of Registration (Manufacture/Dealer/Supplier):
- 6) Turnover :

As per the benefits extended to MSEs registered with NSIC under single point registration scheme, we are entitled for:

- 1. Exemption in Tender Fee :
- 2. Exemption in EMD :
- 3. Relaxation in Turnover :  How much Relaxation required (please specify)
- 4. Relaxation in Experience :  How much Relaxation required (please specify)

**(Kindly tick the box(es) for the same)**

We are enclosing herewith relevant certificate and documents in support of our claim of exemption/relaxation of the same.

Signature of Authorized signatory  
Name:  
Designation:  
Stamp:

**(Note: Undertaking must be submitted on company's letterhead duly signed and stamped)**