



National Institute of Food Technology Entrepreneurship and Management (NIFTEM)

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

Tender No. N/GeA/D/2023/1/20

Dated: 29.02.2024

NOTICE INVITING E-TENDER

TENDER FOR SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT AT NIFTEM, KUNDLI, SONIPAT, HARYANA

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.

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

Important Date & Time

S.N.	Particulars	Important Dates	Time	EMD	RFP processing Fees
1.	Issue of RFP documents	29.02.2024	06.00 PM	10,000/-	₹ 590/- (500/- + GST@18%)
2.	Pre-bid Meeting	06.03.2024	11.00 AM		
3.	Bid submission start date and time	07.03.2024	04.00 PM		
4.	Last date & time for submission of RFP	21.03.2024	02.00 PM		
5.	Date & time of opening of Technical Bids	22.03.2024	03.00 PM		
6.	Date & time of opening of Financial Bids	Will be intimated separately to the successful bidders			

The Pre-bid meeting will be held at Purchase Division, NIFTEM Campus to clarify doubts (if any) as per above schedule. Corrigendum/ addendum, if any, to these would only appear on

<https://eprocure.gov.in/eprocure/app> as well as www.niftem.ac.in website.

On behalf of NIFTEM, tenders are invited from the reputed suppliers / dealers / stockists who are having fully established chemist shops/ medical stores/ bulk supplier for SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT to NIFTEM under two bid system.

The tender can be submitted online/offline mode. The offline mode is only applicable those local Medical Stores/ Chemist/ Individuals (small vendor) who are retailer/supplier/seller of medicines etc at Kundli/ Narela/ Sonipat. Offline bid are to be submitted on or before the last date at Tender Box kept at NIFTEM Reception, Kundli, Sonipat.

The Technical Bid must contain the scanned copy of EMD and all other requisite documents called in for the Tender. Both bids (technical and financial) are to be uploaded on CPP Portal (www.eprocure.gov.in) ONLY. Original EMD must be deposited offline to Asst. Registrar (Purchase). Also, the tender document consisting of the Supply of Medicines on Annual Rate Contract can be downloaded from portal and NIFTEM's website. The requirement of medicines would be for an amount of Rs.10-15 Lakhs approximately in a year.

1. SCOPE OF WORK:

- i. Supply and delivery of all the indented medicines; and of the manufacturer mentioned against each medicine only and medicines supplied other than the indented ones will not be accepted". The contract will be cancelled if they fail to comply with the above and the clause of Liquidated damages will be imposed. Under exceptional cases/circumstances, prior permission may be sought from the Medical Officer, NIFTEM Dispensary for non-availability of indented medicines
- ii. The supplied medicines should be from the latest stocks and should have minimum 01 year of expiry period.
- iii. Annual Rate Contract period is for one (1) year. However, it may be extended two more year based on the performance and mutual consent.

2. ELIGIBILITY CRITERIA:

The tenderers must fulfill the following eligibility criteria:-

- a) The bidder must have engaged in Pharmacy business as a Wholesaler, Supply Chain and or running medical stores/ outlet/retailer or retail chain in Delhi NCR or preferably at kundli/Narela/Sonepat/Rohini.
- b) The bidder must have valid Drug license either in his name or partner's name under Drugs and Cosmetic Act.
- c) The bidder should not be convicted by the state drugs authorities or no case should be pending against him/ firm in any court of law under the drugs and cosmetics Act.
- d) The agency/individual's average annual turnover should not be less than Rs. 5.00 Lakh for the last 3 years ending on 31st March, 2023(2020-2021, 2021-22 & 2022-23). The agency has to enclose duly signed certificate issued by CA or enclose Balance sheet alongwith profit and loss.
- e) Copy of Bank pass book for last six months.

- f) The agency must have their own PAN Card and GST No.
- g) The pharmacy the pharmacy should not be debarred/black-listed by any Govt./Semi-Govt./Public sector organization.
- h) Should have a computerized billing system mentioning GST therein.
- i) The chemist shop/establishment should be situated in NEW DELHI NCR or kundli,Sonipat,Narela etc.The agency may also submit their consent to supply medicines and consumables to within 7 days in general and emergent indent/supply within 4 hours. The agency has to extend credit slips irrespective of the brands or manugratures for 15 days. Failure to do so after execution of the purchase contract as described elsewhere in the document may result in automatic forfeiture of the performance security/ Bank Guarantee.

The Hard Copy of tender document including Tender Fee 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-Sonepat (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**.

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:-

Technical Bid (Attached signed and stamped copy of each document)

The following documents are to be furnished by the bidder along with Technical Bid as per the tender document (Scan Copies):

- i. **Proof for payment of Tender Processing Fee and EMD** (with permanent address of the Firm/Agency/Person.

- ii. Application Processing Fee of ₹ 590/- (Inclusive GST) and EMD of ₹ 10,000/- in the form of Demand Drafts, drawn separately in favour 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.
- iii. Chartered Accountant's signed statement for Annual Turnover of the F.Y. 2020-21, 2021-22 & 2022-23.
- iv. Copies of Audited Balance Sheet and Profit & Loss Account for the F.Y. 2020-21, 2021-22 & 2022-23.
- v. Income Tax Returns for the F.Y. 2020-21, 2021-22 & 2022-23.
- vi. Incorporation details.
- vii. PAN and GST details.
- viii. Bank account details.
- ix. An Authorization Letter from bidder in favour of person signing tender documents.
- x. Annexure No-I, Tender Form (Technical Bid) to be submitted on Letter Head, must be filled in completely. Page No is must to mention in the Annexure.
- xi. The Annexure No-IV, an undertaking to declare that Bidder has not been black listed in India and abroad must be submitted on Non-judicial Stamp Paper of ₹ 100.
- xii. Complete Tender documents including Annexure (I, II, III & IV) and Annexure – V, if required, duly signed and stamped on each page.
- xiii. Proof of valid Drug license
- xiv. Proof of Shop/Business Registration
- xv. Photocopy of Bank passbook for last six months
- xvi. Copies of ARC/Supply order issued by Hospital/Dispensary etc.

Financial Bid

1. Price bid format as per **Annexure-II**.

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, Purchase Section, 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 a Committee on the basis of documents submitted by the bidder with the Technical Bid and required specifications. The financial bid will only be considered when bidder will be found technical eligible and other terms and conditions as laid down in the tender.

5. AWARD OF WORK:

Order will be awarded to that bidder, who will offer highest discount in the branded, generic and surgical items. In case of tie, the ARC order will be given to that bidder, whose turnover is higher, Thereafter the experience will

be considered a criteria to award the work. In this regard, final decision of TEC shall be final. If required, the Annual Rate Contract can be done with more than one agency (Maximum 3 agencies) depending upon requirement and as decided by the TEC/Instt on highest discount structure.

SPECIAL CONDITIONS OF CONTRACT

You are, therefore, requested to submit your tender document as per the terms and conditions given below:

- i. The Supplier should have outlet/supply point preferably at Narela, Kundli, Sonipat & Rohini only.
- ii. No advance payment is permissible. However, payment will be made after supply of medicines as per Purchase Order and due acceptance / certification of the medicines by the Medical Officer, NIFTEM.
- iii. The discount offered shall be valid for a period of ONE YEAR from the date of acceptance of the tender or till the expiry of the contract. The contract can be extended further for two more years on the same terms & conditions and discount structure subject to satisfactory services and mutual consent.
- iv. Purchase Orders will be placed separately for each individual medicine from time to time as per the requirement.
- v. The supplier should be in a position to deliver the medicines / material within one week from the date of confirmed purchase order. The supplier will indicate batch number, name of the manufacturer, date of expiry of drugs indented in the relevant column of the indent sheet at the time of supplying the medicines.
- vi. Medicines supplied should have minimum of 1 year expiry period. Sufficient stock of standard quality of medicines at all times have to be maintained to avoid inconvenience to the Academy beneficiaries.
- vii. The medicines to be supplied shall be of standard quality and in case, it is found that the medicines is expired or near the date of expiry, found not of standard quality, substandard or spurious, supplier will be debarred for a period of three (3) years besides other legal action that may be initiated against them as per law. The supplier will ensure that the medicines are transported and supplied to the Health Center of the Academy while maintaining the conditions as specified.
- viii. The supplier should agree to exchange the medicines with extended expiry date, in case desired by our Medical Officer as and when required.
- ix. The ARC letter shall itself constitute a contract agreement between the parties until signing of an agreement on non-judicial stamp paper worth of Rs. 100/- with due signatures etc within 30 days.
- x. NIFTEM reserves the right to reduce or increase the quantity at the time of placing the purchase order.
- xi. NIFTEM reserves the right to accept or reject any of the offers either in part or in full without assigning any reason thereof and the decision of NIFTEM on any dispute will be final and legally binding. If any disagreement or dispute arising in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Sonipat. The resultant contract will be under Indian Laws.
- xii. All Communications should be addressed to the Registrar, NIFTEM, Kundli, Sonipat-131028

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. This tender is valid upto 180 days from the issue of tender notification.
- 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 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. In any case, if tenders are not opened due to any reason, the tender documents and processing Fee and EMD shall be returned to all bidders.
- vii. Conditional Tender will not be accepted.
- viii. The EMD of successful bidder will be retained until the submission of Performance Security as security deposit.
- ix. 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.
- x. The successful bidder will submit the **Performance Security (Rs. 10,000)** in the form of Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt from a Commercial Bank and Bank Guarantee from a Commercial Bank within 15 days of the receipt of work order. The EMD will be retained i.e. of Performance Security 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. The EMD should also remain valid for a period of sixty days beyond the date of completion of all contract obligation of the supply including guarantee obligation.
- xi. **Tender without Tender Fee and EMD will be summarily rejected.**
- xii. The Institute can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of items.
- xiii. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- xiv. 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.

7. PAYMENT TERMS:

Payment shall be made within 15-20 days from the date of submission of Tax invoice to the Dispensary and

after satisfactory supply of the medicines.

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 Director, NIFTEM 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.

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".

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.

9. 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.

10. 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 favor or disfavor 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 favor 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.

Penalty: The supply of item shall be made to this Institute within 7 to 10 days extendables to 15 days with prior approval of the NIFTEM and urgent supplies within 2-4 hours, otherwise 0.5% penalty perday will be made from the cost of medicines subject to maximum of 5% after 15 days and upto 30 days. Still the medicines is not supplied, the order will be treated as cancelled.

11. 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 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.

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 items are delayed for causes not attributable to Force Majeure for more than 15 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. 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.

Instructions for Online Bid Submission:

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 Tender Fee and 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 colored (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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.
- 11) **Besides online submission of tender, sealed envelopes, containing technical bid/tender fee/Bid Security Declaration/Product list/Price list all tender related documents etc. should also be submitted to the Registrar, NIFTEM, Kundli- 131028, Sonapat, Haryana on or before last date prescribed above.**

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.

15. CLARIFICATION ON BID DOCUMENTS: Bidder requiring any clarification to this document 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:

Purchase related queries:

Purchase Section

NIFTEM, Kundli, Sonapat (Haryana) – 131028

Phone No. - 0130-2281057

E-mail ID - purchase.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. N.	Particulars	Details (must be filled by bidder)	Document Placed at :-
1	Name of Firm with address, mobile/phone no. & e-mail.		Page No.
2	Tender Fee Details (Amount, DD No., Bank Name, Amount date)		Page No.
3	EMD Details (Amount, DD No., Bank Name, Amount date)		Page No.
4	Experience certificates/ ARC/ PO's issued by Hospitals/Dispensary etc where the similar supplies were made during last 3 years should contain Date of start, Date of completion, Value on completion etc.		Page No.
5	Turnover:- The average annual financial turnover of the bidder during the last 3 financial years (2020-21, 2021-22 & 2022-23) ended 31st March 2023, should be at least 05.00 Lakh.		Page No.
6	Copies of audited Balance sheet and Profit & Loss Account or ITR for the F.Y. 2020-21, 2021-22 & 2022-23.	2020-21: ₹ 2021-22: ₹ 2022-23: ₹	Page No.
7	Incorporation details		Page No.
8	PAN & GST details		Page No.
9	Bank account details		Page No.
10	Valid Drug License to sale or run the medical stores is essential requirement under Drug and Cosmetic Act issued by appropriate Government		Page No.

(Must 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 with proper pagination. The bid will be examined on the same. In case this documents is not provided in properly then the bid of the agency will not be considered)

Date:-

Signature.....

Name

Address

Mobile:

Seal of firm.

FINANCIAL BID

Name of Tenderer/bidder.....

S. N.	Category of Items	Total Discount %
1	Branded Medicines	
2	Generic Medicines	
3	Surgical items including medical equipments like Stethoscope, thermometer, BP/Sugar Machine/Wheel Chairs or any other requirement related to Dispensary (As per demand)	
4	Misc. Items	

Note:

- 1. Please quote item wise discount.**
- 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

**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/FS/AL/2019/2

Name of Tender / Work: - **TENDER FOR SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT AT NIFTEM, 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 16 (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
(must be submitted on Non-judicial Stamp Paper of Rs. 100)

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 ₹ 100/- (₹ One Hundred Only).

Dated:

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

(to be submitted on Company Letter head with stamp)

Tender No. (Tender ID:.....) dated

I am (.....) is Owner/Director of M/s.....registered with MSME/NSIC/Start Up Unit 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)