



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)
Phone No. 0130-2281057, Website: www.niftem.ac.in

Ref No: N/GeA/EC/2024/53/43

Dated: 23.05.2025

NOTICE INVITING TENDER

SUBJECT: TENDER FOR CONSTRUCTION OF PRE-FABRICATED PORTABLE STRUCTURE AND ROOMS AT NIFTEM KUNDLI, SONEPAT, 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 online Tenders (Two bid system) are invited on CPP eProcurement website <https://eprocure.gov.in/eprocure/app> from firms/agencies at NIFTEM Campus, Kundli, Distt.-Sonepat, Haryana.

Critical Date Sheet

| S N | Particulars | Date | Time | Tender Fee | EMD Fee |
|-----|--|---|----------|---|-----------------|
| 1 | Issue of Tender document | 23.05.2025 | 06.00 PM | 590/- (Including GST @18%) | 70,000/- |
| 2 | Pre-bid Meeting | 28.05.2025 | 11.00 AM | | |
| 3 | Start date & time for bid submission | 02.06.2025 | 04.00 PM | | |
| 4 | Last date & time for bid submission | 12.06.2025 | 02.00 PM | | |
| 5 | Date & time of opening of Technical Bids | 13.06.2025 | 03.00 PM | | |
| 6 | Date & Time of opening of Financial Bids | Will be communicated through CPP Portal | | | |

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.

A) SCOPE OF WORK:

The Scope of Work/ Technical Specifications for C/of Pre-Fabricated Portable Structure and Rooms at NIFTEM Campus, Kundli, Sonipat will be as under:

| S.N | Description of Items | Unit | Qty. |
|-----|--|------|------|
| | Pre-fabricated relocatable structure | | |
| 1 | Providing & Fixing i/c civil works for single storey Pre-Fabricated relocatable structure for two numbers Hostel Mess Staff blocks as per drawing. The work shall be inclusive of false ceiling, door windows having double sliding shutters, internal partitions, Vitrified tiles flooring on floors of rooms, vitrified tiles on floors and walls of toilets, internal electrical wiring, internal and external painting, internal sanitary and plumbing structural works including making of provisions for laying of HDPE overhead water tanks on toilet, anti-termite treatment, finishing works and etc. complete as per drawing specifications attached. The work shall be exclusive of external electrical cabling work which will be measured separately for payment. | | |
| 1.1 | Civil work only sub-structure upto plinth level | Sq.M | 170 |
| 1.2 | Dormitories Portions | Sq.M | 150 |
| 1.3 | Toilets and Bath Rooms Portions | Sq.M | 20 |
| 1.4 | Internal electrical works including fixture (Complete plinth area shall be measured by payments) | Sq.M | 170 |
| 1.5 | Internal plumbing and sanitary wares including C.P fittings(complete toilet & bathroom area shall be measured for payments) | Sq.M | 20 |

TECHNICAL SPECIFICATIONS:**Civil Works:-****1) Including Two Dormitories, Having tentative estimated plinth area of 85 Sq. Mt each.**

All required civil works for foundation and plinth shall be carried out with PCC 1:2:4 having minimum 280 kg cement per CuM. Bricks masonry works if required for foundation and plinth shall carried out with FPS bricks in cement mortar 1:6, plinth level shall be kept 450 mm deep and 450 mm above from natural ground level. Rates quoted shall be inclusive of anti-termite treatment, plinth protection , sand filling, PCC 1:4:8 with 20mm thick cement mortar of 1:4 underneath Flooring ,which shall be with Double Charged Vitrified Tiles of make Kajaria and Marbitto or equivalent brands.

2) Details of structural members: The design should withstand the wind pressure. The structural drawings along with foundation design will be submitted by the firm dully signed by the structure consultant. The design charges and expenditure to be incurred by the bidder and deems to be included in the quoted rates.**3) Work Man Ship:** Connection: welded connection will be provided unless otherwise specified in the drawings. The welded connection will be confirmed to IS-806-1968.

- 4) **Fabrication:** the general provision in section 11 of IS 800 of 1984 will be apply to all types of steel being used for fabrication.
- 5) **Various fasteners and fittings:** of mild steel shall be supplied unless otherwise specified in and shall be fixed where required. Fastening means will be provided for the items to be fitted at the time of reaction. 10% spare nuts, Volts and washers will be provided per shelter. The fasteners supplied shall confirmed to relevant BIS specification.
- 6) **Wall paneling:** Double Skin Insulated walls panels for external and internal walls:- the wall shall be made in Sandwich panel system using 2 nos. 10mm thick Cement Flat Sheet/boards (Asbestos Sheet) Bison panel/ Everest confirming to IS-14862:2000 as skins with 27 mm gap in between filled with 27mm thick expanded polystyrene core having bulk density of 15 Kg/CuM. Conforming to IS:4671/1984 type-I. Panels will be strengthened on all four side by 'W' shape pre-profiled section made from 0.63mm GI steel sheet/coil. The cement sheets board and expanded polystyrene core shall be bounded together using PVA based bonding material conforming to IS:4835:1979. PVA based bonding material for double skin insulated wall panels for the tender required has to be uniformly and fully applied on both side of the expanded polystyrene cores to ensure proper bonding of the panels. No patching of adhesive will be accepted.

The panels shall be inserted one by one into 'U' shaped ground track of size 52.5 X 35 X 1.25mm or equivalent to house panels, made from GI steel sheat/coil. The bottom track shall be fixed to the concrete platform at plinth level by suitable fasteners screwed into PVC expanded screw cap.

The wall panel shall be interlocked with each other length wise using cold-formed rectangular hollow steel section of size 50 X 25 X 1.25mm all the four wall corners shall be concealed with corner angle of 125 X 125 X 1.25mm made from GI steel sheet/coil. The top of the walls would be concealed with 'U' shaped top trap of size 52.5 X 35 X 1.25mm made from GI steel sheet/coil.

- 7) **Roofing:** Roofing to be done as per item 12.50 of CPWD DSR-2023 with trusses and profile sheet.
- 8) **Roof:** Roof slope shall be 1:4 approximately incase of 4.88 m span structure, the wall height shall be 2.75m at eaves and 3.36m at central gable.

The roofing shall be done with pre-painted / color coated GI profile sheets of 0.50mm thickness. These corrugated HI sheets is laid over a frame work of trusses, columns and purlins fixed using suitable fasteners like self-tapping screw with EPDM washers, nuts/volts etc. a GI Ridge cover of size 225 X 225 X .50mm made from PPGI steel sheet is to be fixed on top junction of the roof using suitable fasteners.

- 9) **Roof Projection:** The roof shall have minimum projection of 0.40 m from the eaves wall in case of no veranda in front and 0.30m from the glable walls. Purlins will also be provided on the roof at the eaves and at glable roof extension (outside the structure) made from RHS section of size 66 X 33 X 2.9mm conforming to IS: 4923:1997. Glable end will be covered with same panels as of walls. These panel to be fixed or arrangements made on the end trusses.
- 10) **Doors:** Frame shall be made from pressed steel for sides frame using CR steel of size 75mm X 45 mm X 1.5mm (thickness) conforming to IS:513:1986. It will also have 4 numbers. 100mm MS hinges welded onto the frame.

Shutter shall be made out of 35mm thick flushed door as per IS:2202(Part-I)/1991 having teak lipping/margin and 1.5mm thick laminates of approved shade as per NIFTEM-K on both surface. The door shutter shall be fixed with the door frame with 4 numbers. MS oxidized hinges of 100 mm length. The door

shutter shall be provided with 2 numbers. MS oxidized aldropes of 300mm length, MD oxidized tower bolts of size 200mm at the top and 100mm at the bottom on each shutter and 2 numbers. 150mm long handles.

- 11) **Windows:** Frame shall be made from pressed steel using CR steel of 1.5mm thickness of approved profile having rebates for shutters on either sides and shall be conforming to IS:513:1986. It will also have provision double sliding shutters on either side. Each for mosquito and glass each shutter shall consist 3 numbers. 75mm MS butt hinges welded on to the frame. The frame shall have grills made from MS square bar of 8 mm having equal spacing of 25mm. shutters shall be made out of steel rectangular hollow box profile of 1.25mm thick as per drawing. Each of the windows shutter will include MS oxidized handles of 150mm; 2 numbers MS oxidized tower bolts of 100mm and 1 number the window stay. Glass sheet of 4 mm thickness shall be fixed using glass putty.
- 12) **Curtain rod Arrangement:** 25mm dia mild steel powder colour coated fancy type drapery rod with fixing arrangements will be provided for all openings (doors & windows). The drapery rod should be minimum 450 mm longer than width of the opening.
- 13) **Ventilators:** Frame shall be made from pressed steel using CR steel of 1.5mm thickness of size 75mm X 45 X 1.5mm conforming to IS:513:1986. It will also have 2 numbers 75 mm MS butt hinges welded on to the frame, the frame shall have grills made from MS square bar of 8mm having equal spacing of 125mm as per drawing. Shutter shall be made out of steel rectangular hollow box profile of 1.25 mm thick as per drawing. The internal shutter will include 1 number stay hook glass sheet of 4 mm thickness shall be fixed using glass putty.
- 14) **Column, Trusses and Purlins:** These shall be of MS section, rectangular hollow mild steel section or MS built up section. The steel structure shall be suitably design and section size will be decide as per design requirements. Cost of same deems to be inclusive in overall cost.
- 15) **Painting:** All internal surfaces shall be painted with plastic emulsion paint and all exterior surface shall with roller texture finish. All steel section shall be applied with zinc primer thereafter it will be applied with two or more coats approved enamel paints.

Electrical Works:

1) Internal Wiring:

- Light point and power points will be provided as per the NBC requirement. All wiring will be with PVC Insulated copper conduction cable. Pipe shall be of AKG/BFC/Plaza.
- Light point wiring with 1.5 sqm PVC copper conduction cable and 5 amp plug point wiring with 2mm sqm cable and power point wiring will be carried out with 4 sqm copper conduction cable. All cable will be with ISI mark. Loop in system of wiring shall be followed throughout the system.
- Diagonal run will not be permitted. All switch boxes/power socket outlets boxes shall be fixed on surface/recessed wiring system as per requirement. PVC insulated FR copper conductor wire shall be of Finolex, Kalinga, Plaza or Skytone make
- All required D.B's, M.C.B's shall be of approve quality and make. Switches & sockets etc shall be provided with Piano type from Anchor /SSK/Kona or equivalent approved range. All fitments will be IS specified. Any item missing but required as per good Engineering practice will be provided without any extra cost Work does not include fixing of Fans, tube light & CFL light fittings.

2) **Light and heating points:** Shall be provided including the wiring using capping-casing/conduit. Specific rating copper wire make havells / finolex shall be used for the wiring ISI marked switch and sockets of approved make shall be used. Following point shall be provided in each room.

3) **Electrical Points and Fixtures (Each Room):**

- LED lights (Ceiling Light 600 mmX600 mm of Philips, Havells or equivalent): 40 Nos.
- LED-light-13W: 80 Nos.
- LED-light-13W: 01 No. [In each WC/Bath]
- Fan Points with 1200 Ceiling Fan: 20 Nos.
- 5/15A Switch/socket light point: 50 Nos.
- 15A power point (Complete Socket with switch): 20 Nos.
- Exhaust Fan: 08 Nos.

For other areas like pantry etc. shall be as shown in the drawings or as directed including all conduits and wires.

4) **Plumbing & Sanitary:**

All plumbing works shall be carried out with approved quality CPVC pipes along with required CP fittings of approved quality and make, all Soil and waste lines shall be uPVC along with all required accessories. All supply lines from overhead water tank to the internal lines, all soil and waste lines up to gully trap, Manhole shall also be the part of this package. All Sanitary ware along with required accessories shall be of Hind ware / Cera/Parry ware of approved design and quality.

Following point shall be provided in each Dormitory of size 75 Sq.M (two Dormitories need to be constructed having estimated area of 170 Sq.M) and cost of the same deems to be included in the quoted unit rate of the plinth area in BOQ, as per **Annexure-II:-**

- White vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever), conforming to IS: 7231, with all fittings complete with health faucet and ablution tap etc complete including cutting and making good the walls and floors wherever required **(01 No. in each dormitory)**.
- Providing and fixing water closet squatting pan (Indian type W.C. pan) White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests.with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS: 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required **(01 No. in each dormitory)**.
- Vitreous china flat back wash basin 630 X 450mm complete with CP single hole basin mixer, CP bottle trap, CP angle wall and all other required accessories complete as per the instruction of the engineer in charge **(02 Nos. in each dormitory)**.
- Making Wash Room as per required size and design ,as approved by the NIFTEM-K with Shower with One CP bib-cock in each bathroom, CP towel rail and CP soap dish complete with spout and all other accessories as required and as directed **(02 Nos. in each dormitory)**.
- Supply and installing of HDPE water storage tanks of 1000 liters of Sintex or supreme complete with all required pipes, specials and accessories and erected on the MS Stage, provisioned for the same and as directed by the engineer in charge (Cost of MS Stage for tanks deems to be included in the rate of the Toilet/was room area rates **(1+1= 02 Nos. in each dormitory)**).

- 5) **Shop Drawings and Mock up:** It will be responsibility of the bidder to prepare and get approved shop drawing sand also the design of the steel structure and rates for the same deemed to be inclusive in the bid.
- 6) **Electrical Fixtures:** Rates quoted shall be inclusive of electrical fixtures as shown in the drawings and as mentioned above.
- 7) **Measurements:** Plinth area of the buildings as per IS 1200 shall be measured for payments.

Note: All works shall be carried out as per relevant CPWD DSR -23 item and CPWD Specifications thereof. If any item is not available in CPWD DSR, same shall be executed as per relevant specifications, as prescribed in the item, technical specifications as above, relevant IS Code or Manufacturer specifications.

B) ELIGIBILITY CRITERIA:

The bidder must fulfil the following eligibility criteria: -

- i. The Bidder should have minimum 05 years' experience of in the field of construction of building works and pre-fabricated structures, of minimum one work value of ₹ 19.00 Lakh.

OR

Two works of value ₹ 14.25 Lakh each for the above works.

OR

Three works of value ₹ 9.50 Lakh each.

Copies of work orders and completion certificate of relevant works from Client must be attached.

- ii. The Annual Average Financial Turnover of the bidder during the last 03 Financial Years (2021-22, 2022-23 & 2023-24) ended 31st March, 2024 should be at least **₹ 50.00 Lakh** (Attach copies of Audited Balance Sheet, P&L Account Statement). The Certificate by CA regarding turnover must be attached.
- iii. No subletting of work will be allowed at any stage.
- iv. The Hard Copy of original documents 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-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**.

C) 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.

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

1. **Proof for payment of Tender Fee, Earnest Money Deposit** and permanent address of the Firm/Agency/Person.
2. **Tender Fee of ₹ 590/- (Non-Refundable) and EMD ₹ 70,000/- (Refundable)** in the form of Demand Draft, drawn separately in favour of Registrar, NIFTEM payable at Delhi from SBI are to be enclosed with the technical bid, failing which the tender will summarily rejected. The Application Process Fee is non-refundable.
3. Chartered Accountant's signed statement for Annual Turnover of the F.Y. 2021-22, 2022-23 & 2023-24.
4. Copies of Audited Balance Sheet and Profit & Loss Account for the F.Y. 2021-22, 2022-23 & 2023-24.
5. Income Tax Returns for the previous years, 2021-22, 2022-23 & 2023-24.
6. Copies of Work Orders and Completion Certificates for last three financial years (2021-22, 2022-23 & 2023-24).
7. Incorporation details
8. PAN & GST details
9. Bank account details
10. 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.
11. 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.
12. Complete Tender documents including all Annexure and Annexure – V, if applicable, duly signed and stamped on each page.

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 "**Purchase Division, National Institute of Food Technology Entrepreneurship and Management, Plot No.-97, Sector-56, HSIIDC Industrial Estate, Kundli-131008, District-Sonepat (Haryana)**" Firms/Tenderers can view their live bid opening at their remote end also. No separate intimation will be sent to the firms/Tenderers in this regard.

The tender not submitted in the prescribed formats or incomplete in detail is liable for rejection. NIFTEM is not responsible for non-receipt of tender within the specified date and time due to any reasons, including postal holidays or delays.

D) EVALUATION PROCEDURE:

The eligibility of bidders and their technical bid will be evaluated by the Technical Evaluation Committee on the basis of documents & technical specification 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.

E) AWARD OF WORK:

The work will be awarded to overall L-1 agency.

GENERAL TERM & CONDITIONS

1. The bidders are advised to visit the NIFTEM Campus before participating in the said tender to check the location physically.
2. 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 CPP Portal, therefore, all the bidders are advised to visit CPP before filling/submitted their tenders. No separate advertisement/information will be published in this regard in the Newspapers.
3. 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.
4. Performance Security of successful bidder may be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect.
5. The EMD of the unsuccessful bidder will be returned to them after completion of Technical Evaluation.
6. The EMD of successful bidder will be released after submission of Performance Security.
7. 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.
8. **This tender is valid upto 180 days from the issue of tender notification.**
9. 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, moister etc. or any kind of damage at their cost.
10. 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.
11. 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.
12. **Conditional Tender will not be accepted.**
13. Tender without EMD will be summarily rejected.
14. 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. All wood should be fully seasoned with no defect.
15. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
16. The EMD/performance security shall be forfeited in case:-
 - a. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

- b. If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity,
- c. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- d. If the Bidder fails to sign the agreement.
- e. Fails or refuse to execute the contract.
- f. Fails to respond to queries raised by NIFTEM.

F) PAYMENT TERMS:

Payment will be made after satisfactory completion of work as per specifications and further verification of works, if found complete and genuine in all respect. Final payment will be released on satisfactory completion of work and certification by Engineering Department, NIFTEM-K.

G) PERIOD OF COMPLETION OF WORK:

The work completion timeline will be 60 days from the 7th day of issuance of work order.

H) BLACKLISTING/DEBARMENT:

In case, the successful bidder has step-out or declined to carry the work after opening of financial bid or award of work on quoted amount or scope of work, such agency will be debarred/blacklisted for a period of 03 years for participating in the bidding process in NIFTEM. The blacklisting notice will also be uploaded on GeM Portal, CPP Portal and NIFTEM's website.

I) PERFORMANCE SECURITY:

The **successful bidder has to submit Performance Security @5% of total order value in form of DD/Bank Guarantee/FDR which will be kept till the completion of Defect liability period. Defect liability period will be reckoned as 12 months from the satisfactory completion of the work.** Same will be refunded without any interest on successful completion of defect liability 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 guarantee obligation.

J) 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.

K) TESTING OF MATERIAL:

- Testing of material to be done for raw material brought at site.
- Similarly manufacture test certificate to be arranged by the contractor.

L) 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".

M) 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.

N) 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.

O) 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 06 to 08 weeks from the issue of Purchase order/ finalization of sample/design, 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 /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.

P) RIGHT TO VARIATION CLAUSE:

To take care of any change in the requirement during the period between issue of Tender 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.

Q) 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.

R) TERMINATION OF CONTRACT:

Termination for Insolvency

NIFTEM may at any time terminate the contract by giving written notice without compensation to the service provider if the service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIFTEM.

Termination for Convenience

NIFTEM may, by written notice sent to the service provider, terminate the contract, in whole or part, at any time for its convenience, by giving 15 days' notice. However, the payment shall be released to the extent to which the performance of work executed as determined by the service provider till the date upon which such termination becomes effective.

The service provider may terminate this contract, or any particular Services, by giving 15 days' written notice to NIFTEM, if the service provider reasonably determines that the service provider can no longer provide the Services under applicable law or professional obligations.

S) 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.

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 Enrolment**" 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.

T) CLARIFICATION ON BID DOCUMENTS: Bidder requiring any clarification to this tender 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 tender 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

Technical queries:

Sh. Sandeep Yogi, Junior Engineer (Civil)

NIFTEM, Kundli, Sonapat (Haryana) – 131028

Phone No. - 0130-2281014

E-mail ID – sandeepyogi1989@gmail.com

Registrar, NIFTEM

Tender Form (Technical Bid)

(To be submitted by the tenderer on their letter head)

| S. N. | Particulars | Details (must be filled by bidder) | 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., Bank Name, Amount date) | | |
| 4 | Year of Incorporation of the agency (copy to be enclosed) along with the latest registered address of corporate office. | | |
| 5 | The Bidder should have minimum 05 years' experience of in the field of construction of building works and pre-fabricated structures, of minimum one work value of ₹ 19.00 Lakh. OR Two works of value ₹ 14.25 Lakh each for the above works. OR Three works of value ₹ 9.50 Lakh each. Copies of work orders and completion certificate of relevant works from Client must be attached. | | |
| 6 | The Annual Average Financial Turnover of the bidder during the last 03 Financial Years (2021-22, 2022-23 & 2023-24) ended 31 st March, 2024 should be at least ₹ 50.00 Lakh (Attach audited copies of Balance Sheet, P&L Account Statement). The Certificate by CA regarding turnover must be attached. | | |
| 7 | Income Tax. Returns for the previous year's 2021-22, 2022-23 & 2023-24. | | |
| 8 | Incorporation details | | |
| 9 | PAN & GST details | | |
| 10 | Bank account details | | |
| 11 | 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 Rs. 100. | | |
| 12 | Annexure-V, if any. | | |

The above documents must be enclosed with proper pagination.

Signature :

Name :

Address :

Mobile :

Seal of firm :

Date:

Financial Bids (Price Bid)

| BOQ OF PRE-FABRICATED RELOCATABLE STRUCTURE | | | | | | |
|---|--|------|------|-----------|-----|--------|
| S.N. | Description of Items | Unit | Qty. | Unit Rate | GST | Amount |
| | Pre-fabricated relocatable structure | | | | | |
| 1 | Providing & Fixing i/c civil works for single storey Pre-Fabricated relocatable structure for two numbers Hostel Mess Staff blocks as per drawing. The work shall be inclusive of false ceiling, door windows having double sliding shutters, internal partitions, Vitrified tiles flooring on floors of rooms, vitrified tiles on floors and walls of toilets, internal electrical wiring, internal and external painting, internal sanitary and plumbing structural works including making of provisions for laying of HDPE overhead water tanks on toilet, anti-termite treatment, finishing works and etc. complete as per drawing specifications attached. The work shall be exclusive of external electrical cabling work which will be measured separately for payment. | | | | | |
| 1.1 | Civil work only sub-structure upto plinth level | Sq.M | 170 | | | |
| 1.2 | Dormitories Portions | Sq.M | 150 | | | |
| 1.3 | Toilets and Bath Rooms Portions | Sq.M | 20 | | | |
| 1.4 | Internal electrical works including fixture (Complete plinth area shall be measured by payments) | Sq.M | 170 | | | |
| 1.5 | Internal plumbing and sanitary wares including C.P fittings(complete toilet area shall be measured for payments) | Sq.M | 20 | | | |
| | Total | | | | | |

Note:

- Please quote item wise rate inclusive of all taxes, freight, cartage, installation etc.**
- Same is provided along with the tender 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.
- The bidders are mandatorily required to quote GST component in the xls. Format. If the bidder has not quoted the same, it will be presumed that the final amount is inclusive of all taxes. No additional amount other than quoted amount shall be paid to the agency.**
- Bidders are requested to kindly visit at NIFTEM and get acquainted with the work. Work is to be carried out as per required height and raising scaffolding from ground floor to required height is in the scope of the Bidder and cost deems to be inclusive in quoted rate. Wooden/ MS joist to be fixed beam to slab over the pipes and bamboo challis/M.S scaffs to be fixed to these joist for & workers movement.
- Workers of bidders should be covered under work-men compensation insurance policy or ESIC for any risk.
- All safety Equipments like Safety Harness, Safety helmets, and Gloves to be arrange by bidder for execution of work. Cost of Joist, Challies should be included in the quoted rates.

Sign & Seal with Date

**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.

Name of Tender/ Work: - **TENDER FOR CONSTRUCTION OF PRE-FABRICATED PORTABLE STRUCTURE AND ROOMS AT NIFTEM KUNDLI, SONEPAT, 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, **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 19 (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 substandard/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/- (Rupees One Hundred Only)

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) UDYAM 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)