

Tender Document  
For purchasing of  
Fully Automatic KN95/N95 Mask Making  
Machine for training to PwDs to manufacture  
KN95/N95 Mask

**NHFDC FOUNDATION**

(INITIATIVE OF NATIONAL HANDICAPPED FINANCE AND DEVELOPMENT  
CORPORATION (NHFDC))

Unit No. 11 & 12, Ground Floor, DLF Prime Tower , F-79 & 80,  
Okhla Phase – I, New Delhi – 110020

Ph. No. 011-45803730, Email- [nhfdcfoundation@gmail.com](mailto:nhfdcfoundation@gmail.com) , Website- [www.nhfdc.nic.in](http://www.nhfdc.nic.in)

## **Notice Inviting Tender (NIT)**

**NHFDC Foundation** [an initiative of National Handicapped Finance and Development Corporation (NHFDC)], Unit No. 11 & 12, Ground Floor, DLF Prime Tower, F-79 & 80, Okhla Phase – I, New Delhi – 110020 invites tender for purchasing a Fully Automatic KN95/N95 Mask Making Machine for training to PwDs to manufacture KN95/N95 Mask under Two Bid system (Technical-Part 1 & Financial Bid - Part II).

The Bidders should submit their proposal, as per the instructions regarding Tender, along with all supporting documents complete in all respects on or before **07.08.2020 by 15.00 hrs.** Tenderers shall submit tender proposal along with refundable EMD of Rs 5,00,000/-, as prescribed in the tender. The Technical Bids (Part I) will be opened on **07.08.2020 at 15.30 hrs.** In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial Bid (Part II) of only those bidders, who are found to be eligible on evaluation of their Part I documents etc., will be opened on a later date, after intimating them.

The Bidder has to submit hard bound document duly numbered. Loose documents shall be out rightly rejected. The tender should be submitted in the following manner:-

**The First Envelope** should contain the EMD of Rs. 5,00,000/- (Rupees Five Lakh only) in form of a Demand Draft/FD drawn in favour of “NHFDC Foundation” payable at Delhi with validity of 90 days from the start of opening of bid.

**The Second Envelope** should contain the Technical Bid in sealed envelope complete with all the details related to KN95/N95 mask making machine and also the details of their organization as per the scope of the work.

**The Third Envelope** should contain the Financial Bid only. Service offered should strictly be as per specifications and criteria mentioned in the Tender Document.

The first, second and third envelope should be enclosed in a large envelope duly sealed. All pages of the offer must be signed sealed and numbered. The bids complete in all

respect must be submitted through speed post/courier or by hand by depositing in the Tender Box kept at the reception in the corporate office of NHFDC.

Tender document can be downloaded from NHFDC website- [www.nhfdc.nic.in](http://www.nhfdc.nic.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website. The NHFDC Foundation reserves the right to reject any or all the tenders without assigning any reason thereof.

Tenders will be opened on **07.08.2020** at 15.30 hrs. Representatives of the bidders are invited to attend the bid opening meeting. Financial bid (Part II) of only those bidders who are found to be eligible on evaluation of their Part I documents etc., will be opened on a later date, after intimating them . Representatives of bidders are invited to attend the Financial Bid opening meeting. The Purchase order will be awarded to the technically qualified Bidder with the lowest bid amount.

Secretary  
NHFDC Foundation  
Unit No. 11 & 12, Ground Floor,  
DLF Prime Tower, Okhla Phase – I,  
New Delhi – 110020

## **DISCLAIMER & DISCLOSURES**

NHFDC Foundation has taken due care in the preparation of the information contained herein and believe it to be in order, neither any of its authorities nor any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by NHFDC Foundation in submitting the Tender. The information is provided on the basis that it is non – binding on NHFDC Foundation or any of their respective officers, employees.

NHFDC Foundation reserves the right not to proceed with the Contract or to change the configuration of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

## **ABBREVIATIONS & DEFINITIONS**

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
Bid	"Bid" means the response to this document (Tender) presented in Financial and Technical Bid, which is supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ authorized person responding to Invitation for Bids and who is participating in the Bid.
EMD	Earnest Money Deposit

## **SCHEDULE**

The following table is an indicative time frame for the overall process. NHFDC Foundation reserves the right to vary this time frame and/or venue at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the time frame and/or venue will be communicated to the respondents concerned.

<b>Details of Tender: Tender Notice No-</b>		
1	Address	Secretary, NHFDC Foundation Unit No. 11 & 12, Ground Floor, DLF Prime Tower , F-79 & 80, Okhla Phase - I, New Delhi - 110020  Ph. No. 011-45803730 Email nhfdcfoundation@gmail.com
2	Name of Work	Purchasing of Fully Automatic KN95/N95 Mask Making Machine for training to PwDs to manufacture KN95/N95 Mask
3	Tender Currency Type	Single
4	Tender Currency Settings	Indian Rupees(INR)
5	<b>Amount Details</b>	
6	EMD (INR)	Rs.5,00,000/- (Rupees Five Lakh only)

7	EMD in favour of	By DD/FD in favour of NHFDC Foundation from a Nationalised Bank. DD/FD should be valid for a period of 90 days from the date of opening of Tender.
8	Bid Document Download start date	15 <sup>th</sup> July 2020 at 11.00 hrs
9	Date and Time of Pre-bid meeting	24 <sup>th</sup> July 2020 at 11.00 hrs
10	Last date for submission of queries seeking clarification	7 <sup>th</sup> August 2020 at 15.00 hrs
11	Last date and time for submission of Technical and Financial Bid	7 <sup>th</sup> August 2020 at at 15.00 hrs
12	Date of Tender (Technical Bid) opening	7 <sup>th</sup> August 2020 at 15.30 hrs
13	Bid validity period	90 days from opening of price bid
14	Submission of certain documents etc.	Submission of EMD, Bid Processing Fees, Technical Bid and Financial Bid alongwith other Documents from 15.07.2020 at 11.00 hrs. upto 7 <sup>th</sup> August, 2020 at 15.00 hrs in the office of NHFDC Foundation, Unit No. 11 & 12, Ground Floor, DLF Prime Tower, F-79 & 80, Okhla Phase – I, New Delhi – 110020
15	Remarks	Tender will be opened on 7 <sup>th</sup> August, 2020 at 15.30 hrs. Representatives of the bidders are invited to attend the bid opening meeting.  In case of any clarification, the bidders may contact Dr. Vinnnet Rana, Secretary, NHFDC Foundation at 011-45803730 (extn. 216)

2. Queries / clarifications can be sought by email till the date mentioned as per above Schedule. Emails in this regard should be sent to [nhfdcfoundation@gmail.com](mailto:nhfdcfoundation@gmail.com) and should have the subject “Tender for Purchasing of Fully Automatic KN95/N95 Mask Making Machine for training to PwDs to manufacture KN95/N95 Mask”.

## **2.0 BACKGROUND**

2.1. NHFDC Foundation is Trust under the aegis of National Handicapped Finance and Development Corporation (NHFDC), which is a Not for Profit Public Sector Enterprise has been in the forefront of extending concessional credit linkages to the Persons with Disabilities (PwDs) since 1997. The Company has also been contributing to the skilling efforts of the Government by organising skill trainings and placements for Persons with Disabilities for the last few years.

2.2 NHFDC Foundation desires to establish incubation centre cum manufacturing of KN95/N95 Mask to train the PwDs and to manufacture KN95/N95 Masks and to make them self sustainable. A fully Automatic KN95/N95 mask making machine having the following features is, accordingly, required by the NHFDC Foundation:

**a) Full computer double frequency converter control, parameter setting, simple operation, auto error stop and display, fault display at a glance, positioning and Fully Automatic stopping function, simple transmission system, in line with the safety standards of class II medical devices.**

**b) The thickness of the mask and the length of the nose strip can be adjusted within a certain range. Both-sides ear-loop can be delivered and cut Fully Automatically, sealed firmly, folded, formed and waste will be removed.**

**c) Adjustable producing speed according to different materials.**

**d) High accuracy, low noise, smooth movement and stable performance.**

**e) Remote operation control function**

**f) The KN95/N95 mask making machine shall be fully compliant with the requirement of producing KN95/N95 masks of specifications as approved under Indian/International safety and health standards**

**g) High production efficiency, automatic control of equipment, smooth operation, stable production, multilevel monitoring system to ensure the quality of products.**

### 3.0 PURPOSE

- 3.1. At present, the world is reeling under the disastrous COVID-19 pandemic. Our nation has also been greatly affected by this disease. Both the Central and State Governments have been working incessantly to contain this crisis. Along with the initiatives undertaken by the Government, we can establish a manufacturing unit/centre for the PwDs to make KN95/N95 Mask to make the PwDs empowered, as the demand for face masks is quite high.
- 3.2. This Tender does a fair amount of detailing of the requirements to enable quality and detailed responses.
- 3.3. A bidder submitting a response to Tender for Purchasing of Fully Automatic KN95/N95 Mask Making Machine for training to PwDs to manufacture KN95/N95 Mask shall hereinafter be referred to as 'respondent' or 'bidder'.
- 3.5. This Tender document is neither an offer letter nor a legal contract. Merely submitting the response does not make the vendor eligible for supplying or claim to supply the KN95/N95 Mask Machine to NHFDC.
- 3.6. **Interested respondents/bidders shall submit proposals in the prescribed Form of Tender (Annexure I) along with relevant documents as stated in Point 4.0 and all the Annexures as listed in Point 3.6**
- 3.6. **List of Annexures:-**
  - Annexure I- Form of Tender
  - Annexure II- Proforma for Performance Bank Guarantee
  - Annexure III- Technical Proposal Submission Letter
  - Annexure IV, IV A & IV B- Financial Bid Format
  - Annexure V- Delivery Schedule
  - Annexure VI- Undertaking/Declaration For Supply of Goods
  - Annexure VII- Tender Acceptance Letter
  - Annexure VIII- Details of Works of Similar Nature
  - Annexure IX- Annual Turn Over
  - Annexure X –Details of the Firm/Agency



## Form of Tender (on company Letter Head)

The Secretary  
 NHFDC Foundation  
 DLF Prime Tower, Unit No. 11 & 12,  
 Ground Floor, Okhla Phase – I,  
 New Delhi – 110020

Dear Sir,

We have carefully examined the conditions, technical specifications etc., to the work specified in the Memorandum hereinafter set out and having understood the said conditions, technical specifications etc., and acquired the requisite information relating thereto as affecting the Tender, we hereby offer to execute the works specified in the said Memorandum during the time specified in the said Memorandum at the rates mentioned and in accordance with all respects of specifications, and instructions in writing referred to in articles of agreement, general instructions to the bidders and special and technical conditions, herein before referred to, specification and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

(a)	Description of works	Supply of Fully Automatic KN95/N95 Mask Making Machine for training to PwDs to manufacture KN95/N95 Mask
(b)	Estimated cost	<u>Rs. ....</u>
(c)	Earnest Money	Rs.5,00,000/-
(d)	Mode of Payment	As per Clause of Tender Document.

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors or assignees or nominees such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.

4. I/We also agree that our Tender will remain valid for acceptance by NHFDC Foundation for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between NHFDC Foundation and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit valid during the entire period of validity of Tender.

5. I/We have deposited a sum of Rs.5,00,000/- as earnest money with NHFDC Foundation, which amount shall not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to NHFDC Foundation.

6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including NHFDC Foundation for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

7. The Tender is submitted in two parts, i.e.; Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the Price in the NHFDC Tender Proforma.

8. The details of our bankers is enclosed.

9. The list of our clients with complete details are enclosed.

10. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to NHFDC Foundation verifying any or all the information furnished in this document with the concerned authorities, if necessary.

11. I/We understand that you reserve the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

## 4.0 ELIGIBILITY ASSESSMENT

### Check list of Documents to be submitted with tender:

Bidders should submit the following documents in respect of fulfilling their eligibility with suitable file names as indicated:-

- 1) Form of Tender in **Annexure I** ( to be signed by the authorized signatory)
- 2) Company profile, along-with supporting documents
- 3) Copies of detailed Purchase Order/s / Work Order/s
- 4) Proforma for Performance Bank Guarantee-**Annexure II**
- 5) Declaration that the company is not debarred from contracting with any legal entity in India
- 6) Proof of remittance of EMD
- 7) Audited financial statement for turnover for last 3 years ( Audited Balance sheet and Statement of Profit and Loss)
- 8) Details of bidder's banker/s (Scheduled Bank) with last two years accounts statement
- 9) Authorizing letter for the signing official (in the name of the person signing the tender document/s).
- 10) Client certificate regarding performance of the contractor for the qualifying works.
- 11) Copy of Registration Certificate of the company/firm/agency under the relevant Act.
- 12) Copy of PAN and Copy of GST Registration Certificate.
- 13) Income Tax Return for last three years (2017-18, 2018-19, 2019-20).
- 14) Any other information relevant to the proposed work (in Bidder's own letter head).

### TECHNICAL DETAILS SHALL CONTAIN:

The Fully Automatic KN95/N95 mask Machine having the following features:

- a) **Full computer double frequency converter control, parameter setting, simple operation, auto error stop and display, fault display at a glance, positioning and Fully Automatic stopping function, simple transmission system, in line with the safety standards of class II medical devices.**

- b) The thickness of the mask and the length of the nose strip can be adjusted within a certain range. Both-sides ear-loop can be delivered and cut Fully Automatically, sealed firmly, folded, formed and waste will be removed.**
- c) Adjustable producing speed according to different materials.**
- d) High accuracy, low noise, smooth movement and stable performance.**
- e) Remote operation control function**
- f) The KN95/N95 mask making machine shall be fully compliant with applicable Indian/International standards**
- g) High production efficiency, automatic control of equipment, smooth operation, stable production, multilevel monitoring system to ensure the quality of products.**

**OTHER REQUIREMENTS:**

- a) Original Tender document duly signed by the authorized person on all pages including addenda/corrigenda without any deletion or addition other than addenda / corrigenda released.
- b) Compliance to technical specifications of the equipment / item for which bids are submitted – Authorized person to specify “all the above technical specifications will be complied with” and sign in respective pages of the Tender document, where machinery / equipment / instrument items for which bids are submitted are given and also give the exact specifications complied with of the machinery / equipment / instrument.
- c) Compliance to the terms and conditions of the tender document – Authorized person to specify, “All the above terms and conditions will be complied with” and sign in respective pages of the tender document, where “terms and conditions-special (as at para 5.0)” are given. No modifications/correction / addition in the tender document will be allowed.
- d) Adherence to the stipulated delivery schedule of the equipment / item – Authorized person to specify “delivery schedule given above will be complied with” and sign in respective pages of the tender document, where “Delivery Schedule” is given as at **Annexure V**.

- e) Proof that the bidder is (i) either manufacturer or (ii) an authorized agent for the equipment / item for which the bid is submitted.
- f) List of organizations in India and abroad, along with Name of contact person, address, Tel. No., Fax No. etc., to which similar make / model of the machinery / equipment / instrument were supplied in the past.
- g) Compliance that the bidder has manufactured or supplied the machinery / equipment / instrument during the **past 2 years** for tendered item and performance report from at least 2 such users for the past 2 years.
- h) Covering letter, in the letter head of the bidder, stating:
  - 1) That the minimum warranty period will be **TWO** years after installation and commissioning of the machine / equipment.
  - 2) That the bid conforms to the terms and conditions of the tender.
  - 3) Confirmation that the quoted rates are valid for **90 DAYS FROM THE DATE OF OPENING THE TENDER.**
  - 4) The details regarding the service centers, stocking of spares etc.,
  - 5) Corrigendum / clarification issued by NHFDC Foundation before due date of tender, duly signed by the authorized person.
  - 6) Descriptive leaflet / brochure giving the technical details of the machinery/equipments / instruments/accessories **WITH COMPLETE DRAWING OF THE MACHINE ON MEASURABLE SCALE**
  - 7) A letter indicating assumptions, criterion, technical alternative etc., if any. However, the alternatives suggested by the bidder would not be taken as the basis for technical / commercial evaluation of the bids.
  - 8) The probable life expectancy of the machine / instrument / accessory under normal conditions of operation should be stated wherever applicable.
  - 9) Details of pre-installation requisites including consumables, space, electric power, compressed air supply, water/ gas supply and any other, size of the table required in the case of test instruments etc.
  - 10) Power of attorney authorizing the person who has filed the tender, if applicable.
  - 11) Profile of bidder's organization.
  - 12) Complete Bill of material.

## **COMMERCIAL DETAILS SHALL CONTAIN:**

- a) Total cost of the main equipment / instrument and accessories (imported / indigenous) required for the functioning of the equipment, including the control system, printer, packing & forwarding, taxes etc., duly filled and signed in the format prescribed in the tender document as at **Annexure – IV, IVA & IVB**. No money other than the total indicated above will be payable on any account.
- b) Annual Preventive Maintenance charges for the next 3 years after the expiry of the warranty period, in the format prescribed in the tender document at Annexure– IV.

## **5.0 TERMS AND CONDITIONS – SPECIAL**

1. Cost details are to be filled up in the prescribed format as given at Annexure – IV for the machinery, equipments and instruments as applicable, imported / indigenous as the case may be, indicating therein total charges.
2. All accessories and start up kit required for installation & commissioning the main equipments is to be specified and quoted and to be included in the CIF / CIP value. (The machine / equipment will be placed in **NEW TRAINING CENTRE OF NHFDC FOUNDATION**, so add all the items. **IF IT IS NOTICED AT A LATER STAGE THAT SUCH ITEMS HAVE NOT BEEN INCLUDED, THE SUPPLIER WILL BE FULLY RESPONSIBLE FOR THE SHORT SUPPLY AND SUPPLY THE SAME WITHIN THE TIME ALLOWED AS PER THE TENDER**)
3. **THE BIDDER WILL PROVIDE ALL CONSUMABLE SPARE PARTS FOR AT LEAST 3 YEARS BEYOND THE FREE REPLACEMENT OF THE BROKEN/DAMAGED PARTS DURING THE GUARANTEE / WARRANTEE PERIOD (2 YEARS) WITHOUT ANY CHARGE.** The list of those items should clearly mention in a separate sheet with cost. These items should not be included in the CIF / CIP value.
4. **The terms of payment in case of indigenous machinery / equipment shall be:**  
  
No advance Payment will be made, the total price of the machinery / equipment will be paid after successful commissioning of the machinery / equipment, demonstration of satisfactory performance and imparting training to the technical personnel of NHFDC Foundation. Advance payment of maximum 30% of the cost of the machine, with equivalent value of bank guarantee may be considered if found justified by the bid evaluation committee and approved by the competent authority of the Foundation, decision of the authority in this regard will be final and binding in this regard.

5. The bidder should take responsibility for delivering the machinery/ equipments. Inside the premises of training center of NHFDC Foundation at good condition.
6. **The suppliers of machinery / equipment should provide adequate training in two phase manner for at least 2 technical personnel of NHFDC Foundation per equipment, including trouble shooting etc. and make them confident of operating the same independently. (One training at the time of commissioning for minimum 5 working days and 2nd training after 2 or 3 months (for Minimum 5 working days) from the date of commissioning). If not done, the performance security amount will not be returned.**
7. The bidder shall adhere to the delivery period of the equipment / item as committed by him in **Annexure V** of the tender document. Penalty for non-execution of the order within the delivery period shall be 1% of the total cost (CIF/CIP) of the equipment / item for every week of delay.  
  
Any amendments in the purchase order are addressed to the purchase committee within 5 days from the date of issue of purchase order. Delivery period will remaining unchanged.  
  
Should the delay become unavoidable due to some unforeseen reason, this fact together with proper justification for the same should be communicated to the Secretary, NHFDC Foundation. The decision of the NHFDC Foundation shall be final and binding in this regard.
8. During the warranty period (**MINIMUM 2 YEARS**), regular servicing/ maintenance should be undertaken free of charge, including the replacement of defective parts / travel cost, etc. Subsequently, servicing / maintenance should be undertaken by the authorized agency of the manufacturer / supplier as per the annual maintenance contract conditions.
9. Operation manuals, calibration procedures and other instruction documents should be provided along with each of the equipment in English version only.
10. Terms for service contract (comprehensive or non-comprehensive) after the expiry of warranty period are to be clearly stated.
11. **The Control Systems like computer and printer, compatible to the main machine / instrument, are to be supplied with latest configuration and licensed operating system.**



**12. If the bidder is not himself a manufacturer but, is participating in the tender as the agent of the manufacturer, authorization letter of the manufacturer to the bidder for marketing and servicing the equipments in India should be enclosed along with the technical bid of the tenderer. In the absence of such authorization, the tender will not be considered at all.**

13. In case of short supply or wrong supply of machinery / instrument, its parts or accessories or supply of items in damaged condition, it shall be the responsibility of the bidder to arrange for the supply of the required items in good working condition as per the purchase order within a reasonable time. Any additional expenditure, whatsoever, for the above shall be borne by the bidder only.

14. The specifications given in this document are the minimum requirement. The bidders are free to offer machinery / equipments / instruments with better features (including attachments) also. However, evaluation shall be based on the features mentioned in the tender document only. If different models are quoted, the cost details may be given in separate sheet.

15. Orders for the supply of items, once placed with successful bidder, are non-transferable and no sub- contracting is permitted. NHFDC Foundation reserves the right to cancel the order in such an event.

16. Any non-fulfillment of the stipulations given above will make the bid invalid.

17. The bids shall first be evaluated for their “technical responsiveness” which shall inter-alia include,

- i. Proof that the bidder is (i) either manufacturer or (ii) an authorized agent for the machinery/equipment / item for which the bid is submitted,
- ii. EMD of Rs.5,00,000/-
- iii. Compliance to technical specifications of the machinery / equipment for which the bid is submitted,
- iv. Adherence to the warranty period,
- v. Documents in support of compliance to the calibration of the equipment / instrument and its traceability to national / international standards of measurement and proven performance through proficiency testing, wherever such requirement is specified.

- vi. In case the machine is imported, it should be delivered to NHFDC Foundation after obtaining proper custom clearance within 20 days from the date of issuing purchase order. All coordination and formalities shall be the responsible of supplier in this regard.
- vii. Necessary documentary proof that the bidder has manufactured or supplied the machinery/equipment during the past 2 years along with the list of such customers and performance report of the machinery / equipment from at least 2 of such customers / users for the past 2 years.
- viii. Last two years bank account statement subsisting the expenses of Mask machine business.
- ix. Details regarding the service centers, stocking of spares etc.
- x. Confirmation about the supply of Certified Reference Materials/Samples for checking the performance of the testing instruments, wherever applicable.
- xi. Compliance to all other relevant and critical terms and conditions of the tender.
- xii. Validity of the tender up to 90 days from the date of closing date of tender.

**If any of the above mentioned parameters are not fulfilled, the bid will be considered as technically non-responsive.**

18. The commercial details of those bidders, who are technically responsive, only shall be evaluated based on the following criteria:

- (i) Total price of the machinery including delivery charges up to NHFDC Foundation Training Centre, Delhi & NCR.
- (ii) AMC charges for three years after the expiry of the warranty period.

19. Fluctuations in foreign exchange rate in respect of imported equipments / machinery shall be borne by the equipment / machinery supplier or authorized agent only.

## 6.0 CRITERIA FOR EVALUATION OF TECHNICAL BIDS

The evaluation of technical bids will be on the following parameters:

<b>Technical Bid Evaluation Score Card</b>		
<b>Bidders Experience in supplying KN95/N95 fully automatic machine (Max 15 Marks)</b>		
Number of KN95/N95 Machines (Fully Automatic) supplied so far to different organisation	More than or equal to 05 Machines –	15 marks
	Less than 05 Machines-	marks based upon no. of machines supplied.
<b>Client Profiles (Max 15 Marks)</b>		
Total Number of Clients	More than 5 –	15 marks
	Less than 5 -	marks based upon no. of clients proportionately
<b>Bidders Expertise (35Marks)</b>		
No of Technical Staff involved	1 to 10-	3 Marks
	More than 10 -	5 Marks
Indigenous/Imported machine	Fully indigenous -	15Marks
	Indigenous with some imported components-	10 Marks
	Fully imported -	5 Mark
Warranty Period of the KN95/N95 Machine	<b>2 TO 3 YEARS-</b> marks	5
	<b>MORE THAN 3 YEARS-</b> marks	10

Performance Report of fully automatic KN95/N95 machines from Clients of Bidders who were supplied these machines in the past	Satisfactory Performance Report from 5 or more Clients- 5 marks  Satisfactory Performance Report from less than 5 Clients- marks depending upon number of satisfactory performance reports
<b>Turnover ( 10 Marks )</b>	
Total turnover of the agency (Average turnover during last 2 year)	Average turnover between Rs. 1 Crore to Rs. 5 Crore - 5 Marks More than Rs. 5 Crore - 10 Marks
<b>Presentation (25Marks)</b>	
Presentation and Demonstration of Machine/ equipment by the party-	
Maximum Marks 25 depending upon quality of the presentation and Demonstration.	
<b>Total</b>	<b>100 marks</b>
<b>Bidders assigned 65 Marks and above will be Treated Technically Qualified for consideration in the Financial Bid. Those assigned below 65 marks in the Technical Bid will be Technically Disqualified for consideration in the Financial Bid and their Financial Bid envelop will not further be opened/to be treated as rejected.</b>	

- **Evaluation will be done by a Committee constituted for the purpose by the Trust (NHFDC Foundation).**
- **Technically qualified bidder with the lowest financial bid will be awarded the work.**

## 7.0 OTHER CONDITIONS:-

### 7.1 Earnest Money Deposit (EMD)

- (i). The Bidder shall furnish, EMD of Rs.5,00,000/- (Rupees Five Lakh only) in form of Demand Drafts / FD in the Name "NHFDC Foundation" payable at Delhi.
- (ii) No interest shall be paid on EMD.
- (iii) EMD of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders.
- (iv) The EMD may be forfeited either in full or in part, at the discretion of NHFDC, on account of one or more of the following reasons:-
  - a) The Bidder withdraws their Bid during the period of Bid validity of 90 days.
  - b) Bidder does not respond to requests for clarification of their Bid.
  - c) Bidder fails to co-operate in the Bid evaluation process.

### 7.2 Performance Guarantee

- a) The selected bidder shall submit Performance Guarantee with 90 days validity beyond the warranty period ( as stated in "h1" below heading "Other Requirements" under Point No.4.0) equal to 10% of the contract price.
- b) The performance guarantee shall be valid for 90 days beyond the completion of minimum warranty period of **TWO** years (as stated in "h1" below heading "Other Requirements" under Point No.4.0) which will be released after completion of this period and on satisfactory performance of the KN95/N95 machine provided by the successful bidder.
- c) If the selected bidder fails to remit the performance guarantee, the EMD remitted by him will be forfeited and his bid will be held void.

### 7.3 Payment Terms

No advance Payment will be made. The total price of the machinery / equipment will be paid after successful commissioning of the machinery/equipment, demonstration of satisfactory performance, imparting training to the technical personnel of NHFDC Foundation **AND ON FURNISHING OF A SATISFACTORY VERIFICATION REPORT FROM AN AUTHORIZED THIRD PARTY ON THE SPECIFICATION AND PERFORMANCE OF THE KN95/N95 MACHINE SUPPLIED BY THE BIDDER.** However, advance payment of maximum 30% of the cost of the machine, with equivalent value of bank guarantee may be considered if found justified by the bid evaluation committee and approved by the competent authority of the NHFDC Foundation, decision of the authority in this regard will be final.

**8.0** NHFDC Foundation reserves the right to reject any or all the Bids without assigning any reason whatsoever.

- a) The bidder must comply with the terms and conditions of contract. No deviations shall be entertained.
- b) In case of any dispute, decision of competent authority will be final and binding.
- c) The bidder must furnish a declaration to the effect that it has not been blacklisted in the recent past by any Government Authority / Public Sector Organization / any organization etc.

## **9.0 Arbitration**

- (a) All disputes arising under this Agreement shall be settled amicably through discussions between the parties. If a dispute of any kind whatsoever arises between the NHFDC Foundation and the bidder in connection with, or arising out of, the Contract or the execution of the works or after their completion and whether before or after the repudiation or other termination of the contract, including any disagreement by either party with any action, in action, opinion, instruction, determination, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- (b) The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be completed, provide always that the obligations of the NHFDC Foundation and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works, payments to the bidder shall be continued to be made as provided by the contract.
- (c) Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The jurisdiction of the court will be Delhi.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrators shall be shared equally by the NHFDC Foundation and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (e) All arbitration awards shall be in writing and shall state the reasons for the award.

**10.0** NHFDC Foundation at its discretion may withdraw the Tender in absence of adequate response or any other reasons it deems fit in the interest of PwDs.

**Annexure II**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On stamp paper of appropriate value from any Nationalized Bank)

To,

**NHFDC Foundation**

Unit No. 11 & 12, Ground Floor  
DLF Prime Tower, F-79 & 80  
Okhla Phase-1, New Delhi-110020.

Dear Sir,

In consideration of NHFDC Foundation (hereinafter called as NHFDC Foundation which expression shall include his successor and assigns) having its office at Unit No. 11 & 12, Ground Floor,DLF Prime Tower, F-79 & 80,Okhla Phase-1, New Delhi-110020 and awarded the contract to provide a fully automatic KN95/N95 mask making machine to.....

(hereinafter referred to as the Agency or Agencies when expression shall wherever the subject of context so permits include its successors and assigns) a contract no. .... in terms inter-alia, of the NHFDC Foundation's letter no. .... dated. .... and the General Conditions of Contract and upon the condition of the Agency's furnishing security for the performance of the Agency's obligations and discharge of the Agency's liability thereunder in connection with the said contract up to a sum of Rs..... (Rupees..... only) amounting to 10 % (Ten) percent of the total contract value.

1. We. .... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to NHFDC Foundation in Rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the Agency to NHFDC Foundation in respect of or in connection with the said contract inclusive of all NHFDC Foundation's losses and damages and costs (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to

an aggregate limit of Rs..... (Rupees.....only).

2. We ..... the Bank further agree that NHFDC Foundation shall be the sole judge of and as to whether the said Agency has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by NHFDC FOUNDATION on account thereof and the decisions of NHFDC FOUNDATION that the said Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs,

3. charges and expenses caused to or suffered by NHFDC FOUNDATION from time to time shall be final and binding on us.

4. NHFDC FOUNDATION shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Agency's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Agency or to grant time or indulgence to the Agency or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security(ies) now or hereafter held by NHFDC FOUNDATION and no such dealing(s), reduction(s), increase(s) or other indulgence(s) or arrangement(s) with the Agency or release or forbearance whatsoever shall not absolve the Bank of the failed liability to NHFDC FOUNDATION hereunder or prejudice the rights of the NHFDC FOUNDATION against the Bank.

5. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Agency but shall in all respects and for all purposes be binding and operative until payment of all monies payable to NHFDC FOUNDATION in terms thereof.

6. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Agency stopping or preventing or purporting to stop or prevent any payment by the Bank to NHFDC FOUNDATION in terms hereof.

7. The amount stated in any notice of demand addressed by NHFDC FOUNDATION to the Bank as liable to be paid to NHFDC FOUNDATION by the Agency or as suffered or incurred by NHFDC FOUNDATION on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to NHFDC FOUNDATION of suffered or



8. incurred by NHFDC FOUNDATION as the case may be and shall be payable by the Bank to NHFDC FOUNDATION in terms hereof.

9. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of NHFDC FOUNDATION and liabilities of the Agency arising up to and until midnight of.....

10. This guarantee shall be in addition to any other guarantee or security whatsoever that NHFDC FOUNDATION may now or at any time anywise may have in relation to the Agency's obligations or liabilities there under and/or in connection with the said contract and NHFDC FOUNDATION shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which NHFDC FOUNDATION may have or obtain and no forbearance on the part of NHFDC FOUNDATION in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

10. It shall not be necessary for NHFDC FOUNDATION to proceed against the said Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which NHFDC FOUNDATION may have obtained or obtain from the Agency shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

11. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of NHFDC FOUNDATION in writing and agree that any change in the constitution of the said Agency or the said Bank shall not discharge our liability hereunder.

12. We. ....the said Bank further state that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within three months from that date, that is before ..... all

the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated .....day of .....2020.

For and on behalf of Bank.

Issued Under Seal

**TECHNICAL PROPOSAL SUBMISSION LETTER (on company Letter Head)**

To:

[Location,Date]

The Secretary  
NHFDC FOUNDATION  
Unit No.-11 & 12, Ground Floor  
DLF Prime Tower, F-79 & 80  
Okhla Phase-1, New Delhi-110020

Dear Sir:

We/I, the undersigned, offer to supply Fully Automatic KN95/N95 Mask Making Maching as per the Guidelines, Terms & Conditions mentioned in this Tender document. We/I are/am here by submitting our Proposal, which includes the Technical Bid & Financial Bid.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

Thanking You,  
Yours Sincerely,  
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm with Address and Company Seal:

Contact No:

\* Proposal should be submitted on the official letter head of the company

**Annexure IV**

**FINANCIAL BID FORMAT (on company Letter Head)**

Tender Document No.:

[Location,Date]

To:

The Secretary  
NHFDC FOUNDATION  
Unit No.-11 & 12, Ground Floor  
DLF Prime Tower, F-79 & 80  
Okhla Phase-1, New Delhi-110020

Dear Sir:

We / I, the undersigned, offer to provide the services to NHFDC FOUNDATION for the supply of Fully Automatic KN95/N95 Mask Making Machine as per the Terms of Reference given in this Tender Document within the time specified and in accordance with the specifications, design and instructions as per General /Special Terms and Conditions. The detail price bid in prescribed format is enclosed herewith in Format for Cost Details (Annexure IVA/IVB)

Thanking you.

Yours faithfully,

Signature of the Bidder with Seal

**FINANCIAL BID FORMAT(on company Letter Head)****List of instruments along with the Technical Specifications of the State-of-the-art Machinery /Equipments / Instruments**

<b>FORMAT FOR COST DETAILS</b>		
(Cost particulars should be given in this format machinery-wise / instrument-wise/ accessories-wise separately)		
Note: All the cost particulars should be furnished either in Indian Rupees. If more than one model of the machinery / instrument is quoted, use separate sheets.		
<b>Part 1: Cost details of imported equipments / instruments: Name of the Machinery /Instrument:</b>		
<b>S.No.</b>	<b>Cost Details for Foreign Components</b>	<b>Cost in Rupees</b>
<b><u>1</u></b>	Total CIP / CIF New Delhi cost inclusive of all demands –like, taxes & duties, inspection, packing, forwarding & handling charges, insurance charges, freight charges up to designated NHFDC Foundation Office, New Delhi (Detailed break-up must be given separately). Optional items cost quoted separately.	
<b><u>2</u></b>	Start up items (Pre installation items) with 01 year AMC free of cost AMC details:-  AMC rate per year (comprehensive / comprehensive) for the next 3 years, after the expiry of warranty period including the accessories (Two preventive and one break down visits)	<b>Free</b>
	1 <sup>ST</sup> YEAR	
	2 <sup>ND</sup> YEAR	<b>FREE</b>
	3 <sup>RD</sup> YEAR	
	<b><u>TOTAL</u></b>	

Delivery schedule of the machinery / equipments:  
\_\_\_\_\_DAYS

Signature of the Bidder with Seal

**Annexure IV B**

**FINANCIAL BID FORMAT(on company Letter Head)**

<b>FORMAT FOR COST DETAILS</b>		
(Cost particulars should be given in this format machinery-wise / instrument-wise/ accessories-wise separately)		
Note: All the cost particulars should be furnished either in Indian Rupees. If more than one model of the machinery / instrument is quoted, use separate sheets.		
<b>Part 2: Cost details of Indigenous machinery / equipments / instruments:</b>		
S.No.	Cost Details for indigenous Components	Cost in Rupees
<u>1</u>	Total cost inclusive of all demands – like, taxes & duties, inspection, packing, forwarding & handling charges, insurance charges, freight charges up to designated NHFDC Foundation Office, New Delhi. (Detailed break-up to be given separately). Bill of materials must be submitted along with this. Optional items cost quoted separately.	
<u>2</u>	Start up items (Pre installation items) with 01 year AMC free of cost	1 <sup>ST</sup> YEAR
	AMC details:-	2 <sup>ND</sup> YEAR
	AMC rate per year (comprehensive / non-comprehensive) for the next 3 years, after the expiry of warranty period including the accessories (Two preventive and one break down visits)	3 <sup>RD</sup> YEAR
	<b>TOTAL</b>	

Delivery schedule of the machinery / equipments:  
\_\_\_\_\_DAYS

Signature of the Bidder with Seal

**Annexure V**

**DELIVERY SCHEDULE FOR INDIGENOUS /IMPORTED EQUIPMENT  
(on company Letter Head)**

<b>S. No.</b>	<b>Machinery / Equipment</b>	<b>Delivery Schedule - maximum time limit</b>
<b>1</b>	Indigenous Item	10 days from the date of issuing Purchase Order / release of advance amount.
<b>2</b>	Imported Item	20 days from the date of issuing Purchase Order / release of advance amount (including custom clearance)

**Annexure VI**

Tender Reference No.:

Dated:

**UNDERTAKING / DECLARATION FOR SUPPLY OF GOODS.** (EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs.100/-) (This format to be submitted before issue of PO)

To

The Secretary  
NHFDC FOUNDATION  
Unit No.-11 & 12, Ground Floor  
DLF Prime Tower, F-79 & 80  
Okhla Phase-1, New Delhi-110020

**Dear Sir,**

- A. We, \_\_\_\_\_(Bidder's Name & Address) undertake to supply the item (s) \_\_\_\_\_(Name(s) of machinery/instruments) as per the detailed specification of Tender and honour the terms and conditions of the tender document.
- B. We undertake to supply the machinery/equipment within the stipulated period of time and accept the penalty clause imposed by NHFDC FOUNDATION as per the terms and conditions of the Tender.
- C. We undertake that during the warranty period, regular servicing / maintenance will be carried out as per the Warranty Clause.
- D. We undertake to provide adequate training (operational routines, trouble shooting) to two technical personnel of NHFDC FOUNDATION in 2 phase manner on the supplied machinery / equipment and make them confident of operating the machinery / equipment independently.
- E. We agree that the final settlement will be made to us only after completion of satisfactory installation, trial and training on the said machine / instrument.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Authorized Signatory**

Signature:

Name:

Designation:

**TENDER ACCEPTANCE LETTER**  
**(on company Letter Head)**

Name & Address of the Company:

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender/Work:-** \_\_\_\_\_

Dear Sir,

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).

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

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

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

In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.

We are not blacklisted by any Central/State Government/Autonomous Body/Public Sector Undertaking/Corporate in India.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)  
(Name and Designation of the authorized signatory)



**Annexure VIII**

**DETAILS OF WORKS OF SIMILAR NATURE (on company Letter Head)**

(During last three financial years upto 30.04.2020)

<b>S. No.</b>	<b>Name of the Machine and Make</b>	<b>Name of the Client</b>	<b>Qty</b>	<b>Value (Rs.)</b>

**Note:** Please attach supporting documents with work-order for the above furnished information.

Seal and Signature of bidder (Name and Designation of the authorized signatory)

**Annexure IX**

**ANNUAL TURN OVER (on company Letter Head)**

**The firm/agency should have a minimum average annual turnover of Rs.50.00 lakh during the last three financial years**

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)</b>
2017-2018	
2018-2019	
2019-2020 (audited/unaudited)	
TOTAL	

**Note:** The above data is to be supported by copies of the audited balance sheet, income& expenditure accounts and receipts and payments accounts of last three financial years.

Seal and Signature of bidder (Name and Designation of the authorized signatory)

**Details of the Firm/Agency (on company Letter Head)**

1.	Name of the firm/agency	:	
2.	Address	:	
3.	Telephone No(s).	:	
4.	Fax No(s).	:	
5.	Email and Website	:	
6.	Name, Address, Phone number and e-mail id of the Proprietor/Partners	:	
7.	Date of Registration of the Firm/Agency and Registration No.	:	
8.	GST No. (please attach necessary documents)	:	
9.	PAN No. of the firm/agency	:	
10.	Bank accounts number with branch name and IFC code of the Bank	:	

11.	RTGS/ Bank NEFT No. of the organization	:	
12.	Copies of the Income Tax Returns of the firm for the last three financial years (Please attach necessary documents)	:	
13.	<b>Demand Draft/FD of Rs. 5,00,000 (Rupees Five Lakh only)</b> in favour of NHFDC FOUNDATION payable at New Delhi, from any of the Commercial Bank as Earnest Deposit(EMD)[Please provide the details]	:	
14.	Work Experience	:	
15.	Annual Turnover	:	
16.	Numbers of Core team of Technical/Professional  Manpower with their qualifications and experiences. The firm should provide the details of the same.	:	
17.	Address of office of the Firm in the NCR region.  Documentary proof must be enclosed.	:	

**Note:** Please provide the details and enclose the relevant formats, Annexures and mention page numbers.

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