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CSIR- CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
Council of Scientific & Industrial Research)
CHELUVAMBA MANSION
/ MYSORE-570 020

A3/COSP/ARC/2019-20

Dt: 22nd May, 2019

Tender Notice for Rate Contract for Supply of Laboratory Plasticwares including Micropipettes

CSIR-Central Food Technological Research Institute (CFTRI), Mysore is a pioneer public funded R&D Institute in Technology. CSIR-CFTRI is one of the constituent laboratories under the aegis of **Council of Scientific & Industrial Research (CSIR), Ministry of Science & Technology, Government of India**. CSIR-CFTRI intends to enter into an **Annual Rate Contract (ARC) on NDP (Net Dealer Price) basis** for the following categories of items for the year 2019-20. In this regard, suppliers (Manufacturers/ Authorized Sole Distributors) are requested to submit their quotations duly signed by competent authority for the categories of items as mentioned below.

Sl No.	Categories of Items
1	Laboratory Plasticwares including Micropipettes

The **eligibility criteria** for participating in the bidding process are as under:-

1. In case the bidder is not a manufacturer, the prospective bidder should submit the enclosed **Manufacturers Authorization Form (MAF)** that are to be duly filled in by the original manufacturer **as per Annexure - A** enclosed and submit on the letter head of the Manufacturer (Exclusively addressed to Director, CSIR-CFTRI). The MAF that valid till **30th June 2020** must be submitted along with the offer, failing which the offer will be summarily rejected.
2. **Only one bidder** is permitted to be authorized by the **original manufacturer** to quote on their behalf. In case of **multiple authorizations, the bids submitted will be summarily ignored and rejected**. However, **one Indian agent/representative** may be authorized by **more than one Foreign/Indian manufacturer**.
3. CSIR has been implementing an ERP solution and the Excel Sheet attached is part of the RATE CONTRACT to upload requirements of the OneCSIR ERP. Hence, the bidder should submit **soft and hard copy of the price list (Current**

financial year only) within 15 days on award of Contract filled as per format enclosed at **Annexure -B** separately for each category and brand, with all details without fail.

4. **There shall not be any variation in price for the period of the contract.**
5. We will prefer to enter into Annual Rate Contract with the manufacturers who can supply the materials directly to us from their depot or warehouse at Mysore/Bangalore or else supply the material through their authorized dealer based at Mysore or Bangalore within the delivery schedule as per CSIR-CFTRI requirement.
6. Please do submit the **list of your customers** (Government/Private Research Laboratories/Institutes of repute including CSIR Laboratories/Institutes where Rate Contract for these categories have been finalized with your firm). In the customer list the **name of contact person, designation, telephone, fax and e-mail numbers** must be given.
7. Please do submit the **photocopies/soft copies of Rate Contract that you had with your customers for the above listed categories of items.**

The following will be the Terms & Conditions governing the Annual Rate Contract.

- 1) The original manufacturer shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, packages or defects found at the time of supply / usage. Under such circumstances, the manufacturer is expected to provide **free replacement** immediately.
- 2) The items must be delivered to **Stores Section (Transit Stores) of CSIR-CFTRI, MYSORE** during any **working day between 10 AM to 12.30 pm and 2.00 pm to 5.00 pm**. Supplies will not be accepted during Saturdays, Sundays and declared Public holidays excepting under exceptional circumstances.
- 3) P.O. will be awarded up to the **last day of currency of ARC** and the Rate Contract will be in force for the purpose of delivery for all the items ordered during the currency of Rate Contract. Once a supply order is awarded on the supplier for supply of items in terms of the ARC during the validity period of ARC, that supply order becomes valid and binding the contract.
- 4) All payments due shall be made **within 30 days from the date of supply** subject to inspection and acceptance of items against the submission of pre-receipted bill in triplicate copies which should be duly stamped, sealed & signed on all the copies of the Invoice. The firm is expected to furnish the details of their **Bank Account, IFSC code**

GSTIN & PAN Nos., etc in order to enable CSIR-CFTRI, MYSORE to make payments through NEFT / RTGS.

- 5) The RC Holder on receipt of Purchase Order shall check the order for its correctness as per the Terms & Conditions of RC and take up the matter with CSIR-CFTRI, MYSORE for **corrections / amendments if any required**, in order to avoid any dispute at a later stage. In case, higher rates have been inadvertently mentioned for any particular item, the RC Holder must inform CSIR-CFTRI, MYSORE about the same and proceed with the supply as per the RC approved rates only.
- 6) The Rate Contract will also be applicable for the purchases made by the **Scientists/Technical Officers/Students of CSIR-CFTRI, MYSORE on Cash/ Credit purchase basis as per extant procedure, rate and Terms & Conditions of ARC**. Manufacturers or their authorized distributors are not allowed to charge higher prices than those approved under the ARC.
- 7) The Bidders are requested to submit their offer in their own letter head neatly typewritten without any cutting or over-writing as per the format enclosed.
- 8) The Bidders will have to indicate clearly the **brand of the product** for which they have submitted the rate contract offer.
- 9) The Bidders should submit the copy of **GST Registration Certificate**.
- 10) The contract shall be valid for a period of one year from **01st July 2019 to 30th June, 2020**. The **Director, CSIR-CFTRI** retains the option to extend the contract on same terms and conditions for another specified period prior to expiry of the ARC with the mutual consent.
- 11) Manufacturer/ Authorized distributors/ Authorized vendors may offer a **separate discount for bulk purchase** and also define the quantity to be treated as "bulk" for a single supply order.
- 12) Those firms who are already in current rate contract for the year 2018-19 with CSIR-CFTRI, should attach at least **03 purchase order copies** under rate contract (2018-19) of the same category in which they are offering proposal.
- 13) Those firms who are **not** in the current rate contract (2018-19) with CSIR-CFTRI, should attach at least **3 purchase order copies** under the current rate contract (2018-19) with any Government/Semi-Government/Autonomous Organisation, with their proposal for same category.

- 14) In case of goods of low value where the **expected annual drawl is less than Rs. 1,00,000.00** and which are required by the users in very small quantities, may not be considered for concluding rate contract.
- 15) In case of emergency, CSIR-CFTRI may purchase the same item under ARC through **ad-hoc contract with a new supplier.**
- 16) You are also requested to nominate your Local Authorized Distributor for supply of ARC items for our Resource Centres situated at Lucknow, Hyderabad and Mumbai. Addresses of Resources Centres are given below.

CFTRI Resource Centre, Chinhat Deva Road, Lucknow - 226019	CFTRI Resource Centre, Habshiguda, Uppal Road, Hyderabad- 500007	CFTRI Resource Centre, Bhavans College Campus, Andheri west Mumbai - 400058
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17. As per enclosed Price Schedule Form /BOQ** Please quote the **Maximum discount on your Price List (Current Financial Year only)** as applicable to Government/Public Funded Research Institutes. Discount must be indicated in words as well as in figures. In case of any discrepancy, the discount offered in words will only prevail.

Notice: ** If Bidder is not able to upload the Price Schedule Form /BOQ as uploaded in e-tender, they may upload the Discount offer in PDF format along with other tender documents. In the event of any deviation/discrepancy due to any inconvenience in the provided BOQ form such deviation will be ignored and the discount offered by the bidder will be considered.

18. Your offer should be based on **free delivery at CSIR-CFTRI Stores** at Mysore & at CSIR-CFTRI Resource Centres at Hyderabad, Lucknow & Mumbai, otherwise your offer will not be considered for evaluation.
- 19) The Bidder (Manufacturer) **must agree for free replacement in case any discrepancy** is found with regard to quality/quantity of the material supplied by them under this Rate contract.
- 20) CSIR- CFTRI is exempted from payment of Customs Duty under Government Notification No.51/96 Customs dt. 23-07-1996, Notfn. No. 28/2003- Customs dt.01.03.2003, Notfn. No. 43/2017- Customs Dt. 30-06-2017 & Notfn. No. 47/2017-Integrated Tax (Rate) dt.14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate)dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No.45/2017-Union Territory Tax (Rate) dt. 14.11.2017 &Notfn. No. 9/2018-Central Tax (Rate) dt. 25.01.2018, Notfn. No. 9/2018-Union Territory Tax (Rate) dt.25.01.2018, as amended from time to time for research purposes only. Our Institute is registered vide DSIR Regn.No.TU/V/RG-

CDE (50)/2016 Dated 20-02-2018 and the registration is valid upto 31-08-2021. **GST @ 5% will only be applicable for this Institute.**

21) There will be **no separate packing and forwarding charges payable** for supply against this Rate contract.

22) Fall Clause:

The ARC will be guided by the Fall Clause. The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the **Bidder under the Rate Contract should in no event exceed the Rate Contract price at which the Bidder sells the stores of identical description and terms and conditions to any other organisation during the currency of Rate Contract.** If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the Rate Contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the RC and the RC will be amended accordingly.

An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government Agencies/Institution and the discount offered is not less than the discount offered to any other Government Agencies/Institutions. In case any such discrepancy is noticed, they shall refund the amount to CSIR-CFTRI and also Rate Contract is liable to be cancelled.

23) During the Rate Contract period, **special offer** introduced by manufacturer/supplier must be offered to CSIR-CFTRI and should be intimated in advance. However, Director CSIR-CFTRI will retain the right to avail the offer.

24) Bidder will have to supply the ordered material under this Rate Contract **within 2-3 weeks** of placement of Purchase Order in full quantity. In exceptional case, **part supplies will be accepted maximum in two consignments. However payment will be made only after full supply of ordered items.**

25) Compliance with National/International Standards if any should be complied with.

26) Director, CSIR-CFTRI reserves the right to terminate the ARC without any notice and without assigning any reason in case the performance of the Bidder is found consistently unsatisfactory or due to the serious lapse on the part of the Bidder.

27) All disputes subject to Mysore Jurisdiction only.

28) TDS on GST will be deducted as applicable

29) The ARC may be withdrawn by giving **one month's notice** by both parties.

30) This Rate Contracts being concluded is subject to the decision of Hon'ble High Court of Punjab & Haryana in CWP 5069-2016 & CWP 5183-2016

Keeping in line the aforesaid eligibility criteria and Terms & Conditions, you are therefore, requested to kindly submit your detailed proposal along with the **MAF as per Annexure "A"** and soft copy of the **Price List as per Annexure "B" (Separately for each category and brand)** as per intimation of CSIR-CFTRI. Failure to do so shall result in summarily rejection of the bid submitted. It may kindly be noted that in case of **items of other than Indian Origin**, it should be clearly indicated whether the prices offered are in Indian Rupees (excluding Customs Duty i.e. through Customs Bonded Warehouse) or in Foreign Currency or in Indian Rupees (including Customs Duty). It should be ensured that the benefits available to CSIR-CFTRI as per extant rules and procedures on account of Custom Duty, IGST/SGST/CGST are properly availed. The hard copy of the **Current Price List** valid for the year 2019-20 indicating the **percentage of discounts** offered by the bidder on the RC prices and **additional discount** if any, offered by your sole **authorised distributor** through whom you intend to arrange the supplies. Their address, name of the contact person, phone and fax number and email id etc. should also be submitted.

It may kindly be noted that:

(a) CSIR-CFTRI, MYSORE reserves the right to reject any proposal or to conclude more than one RC for the same item and has the option to re-negotiate the prices with RC holders.

31) **Settlement of Disputes:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation in case any disagreement or dispute arising between them in connection with the Rate Contract.

a) If after twenty one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

b) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance

with the **Arbitration and Conciliation Act, 1996**. The dispute shall be referred to the **Director General, Council of Scientific and Industrial Research** and if he is unable or unwilling to act, some other person will be appointed by him to act as arbitrator to the sole arbitration. The **award of the arbitrator** so appointed shall be final, conclusive and binding on all parties to this contract/ subsequent orders based on contract.

- 32) **No EMD/Bid Security & Performance Security is payable. No Tender document fee is payable.**
- 33) All supplied items must have **maximum shelf life/ expiry date**. Items supplied with **lesser than 1 year expiry period** is likely to be rejected.
- 34) Bidders are requested to refer CSIR-CFTRI website for **general tender's terms and condition** which is also an integral part of this tender.

The Bidders/Tenderers will have to confirm in writing in their offer that all the terms and conditions mentioned above are acceptable to them.

Controller of Stores & Purchase

CSIR-CFTRI, Mysore.

0821-2515440/7.

cosp@cftri.res.in

sosp@cftri.res.in

BID FORM

(On the letter head of the firm submitting the bid document along with relevant documents evidencing proof of records)

To:

**The Director,
CSIR-CFTRI,
MYSORE-570020**

Ref: Tender No. A3/COS&P/ARC/2019-20 Dt

Sir,

Having examined the bidding documents we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods/ Services at the prices and rates mentioned in our price list/CD/DVD.

We offer the following category of items under Rate Contract and their respective price lists have been attached.

LABORATORY CHEMICALS/ GLASSWARES/PLASTICWARES/ FILTER PAPERS.

1. Name of the Manufacturer (s) :
2. Make/ Brand (s) :
3. Agreeing for liquidated damages/
Penalty clause : YES/ NO
4. Delivery Period :
5. Validity Period :
6. Agreeing for Payment terms : 100% on bill basis within 30 days after
satisfactory
Receipt of material in good condition.

7. Furnished clients list :
8. Manufacturer/ Bidder should enclose:
 - a) GST Registration certificate
 - b) PAN No.
 - c) Profile of the firm & Client list
9. Compliance with National/International Standards:
10. If Dealer, than authorization letter from Manufacturer:
11. Rate contract copies with other Research Institutions. Name:
12. Bank details for e-payment:
 - a) Name of the Vendor/Account holder.
 - b) Name of the Bank and Branch
 - c) Bank Account No.
 - d) Type of Account
 - e) Address of the Branch
13. a) Agree for delivery @ Mysore : YES/ NO

 b) Agree for delivery @ RC-Hyderabad : YES/ NO

 c) Agree for delivery @ RC-Mumbai : YES/ NO

 d) Agree for delivery @ RC-Lucknow : YES/ NO
14. Discount from Manufacturer must be mentioned in.....
15. Any further discount from dealer must be mentioned in.....
16. Supply through (Tick either a or b)
 - a) Direct
 - b) Authorized dealer: Name:.....

 Address.....

 Phone No:

 email id:

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

The price quoted are inclusive of all charges net free delivery at CSIR-CFTRI. We enclose herewith the complete Financial Bid as required by you. This includes:

- a) Price Schedule
- b) Statement of deviations from financial terms and conditions (if any)

We agree to abide by our offer for a period of **one year** from the date of entering into Contract and that we shall remain bound by a communication of acceptance within that time.

We carefully read and understood the terms & conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is:

A Sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

We do hereby undertake that, until a format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of2019

Signature of Bidder

Full Address:

Telephone No:

email

Details of enclosures:

COMPANY SEAL

Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

1. Offer letter for entering into Rate contract:
2. Price list as applicable in PDF Format Annexure B
3. Copies of Rate Contract with other institutions, clients list etc.
4. Copy of GST registration certificate and PAN Card
5. Discount offered by the Manufacturer
6. Further discount if any offered by the authorized dealer in their letter head
7. Authorization letter from Manufacturer (annexure A) in case of **dealer**

Format for declaration by the Bidder for code of Integrity & conflict of Interest
(On the Letter Head of the Bidder)

Ref. No: _____

Date: _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender no. _____ Dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a)
- b)
- c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price list under Excel Format

1	2	3	4	5	6	7	8	9	10	11
Sl.No.	Item Category	Item Subcategory	Catalogue No.	Item Description	HSN CODE	Item Type	Item unit	Rate	Discount	GST

Note:

1. There should no blank rows at all.
2. In column 9 rates should be quoted in xxxx.xx format only. No comma's or special characters should be used.
3. In column 5 i.e. item description should not contain apostrophe
4. All 11(Eleven) fields must be intact. Where value is nill indicate (Zero) nill.
5. Column 10 & 11 Discount/ GST as percentage – (numerical only)

Important: The Price list has to be submitted separately for each category and brand and the CD should be labeled accordingly with Name of the Principal (Manufacturer) on the label.

Price list under Excel Format (Sample)

1	2	3	4	5	6	7	8	9	10	11
Sl.No.	Item Category	Item Subcategory/brand	Catalogue No.	Item Description	HSN Code	Item Type	Item Unit	Rate	Discount	GST
1	Chemicals	MERCK	61866510001730	Acetic acid gl Chrom Lichrosolv		Consumables	1lt	900.00	7.5	5
2	Chemicals	MERCK	1.94500.0521	Acetone EMPLURA		Consumables	500ml	290.00	7.5	5
3	Glassware	BOROSIL	136041	BOTTLES, MC CARTNEY, FLAT ALUMINUM SCREW CAP & RUBBER LINER, "NEUTRAL" BRAND		Consumables	No	140.00	7.5	5
4	Glassware	TENSIL	11 01 0001	Reduction adapter		Consumables	Each	168.00	7.5	5

Note:

1. There should no blank rows at all.
2. In column 9 rates should be quoted in xxxx.xx format only. No comma's or special characters should be used.
3. In column 5 i.e. item description should not contain apostrophe
4. All 11(Eleven) fields must be intact. Where value is nill indicate (Zero) nill.
5. Column 10 & 11 Discount/ GST as percentage – (numerical only)

Important: The Price list has to be submitted separately for each category and brand and the CD should be labeled accordingly with Name of the Principal (Manufacturer) on the label.

-----SAMPLE-----

