



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

**TENDER NOTICE FOR ANNUAL RATE CONTRACT FOR SUPPLY OF LIQUID NITROGEN TO
CSIR- CFTRI**

FT/S&P/Lq.N2/2021-22

11th Aug, 2021

CSIR-CFTRI is one of the constituent Laboratories of CSIR, under the aegis of Ministry of Science & Technology, Government of India, engaged in Research & Development in Food Science & Technology.

Offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Manufacturers or their Authorized Distributors/ Dealers** who are located at **Mysore/ Bangalore City** for entering into **Annual Rate Contract (ARC) for supply of Liquid Nitrogen for the FY 2021-22.**

Important Note:

1. Last date
 - a. For Tender submission upto 2.30 pm (IST) on 7th Sep, 2021 online in etenders.gov.in.
 - b. Tender opening @ 03.00pm on 8th Sep, 2021.
2. Prospective bidders may visit etender.gov.in and also our institute website www.cftri.res.in for detailed Terms & Conditions.

(For CSIR-INDIA)

Stores & Purchase Officer

CSIR-CFTRI, MYSORE- 570020

e-mail: sosp@cftri.res.in/cosp@cftri.res.in

Phone: 0821-2515440/2515447

Notice Inviting e-Tender for Procurement of Liquid Nitrogen on Annual Rate Contract

1. CSIR-CFTRI intend to enter into an **Annual Rate Contract (ARC)** for procurement of **Liquid Nitrogen** for the year 2021-22. The consumption of Liquid Nitrogen is about 500-600 liters per month, approximately 8,000 liters per annum at our Institute. In this regard CSIR-CFTRI intends to enter into ARC with only reputed Manufacturers or with their Authorized Distributors/ Dealers.
2. 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 **expiry of ARC period as specified**, must be submitted along with the offer, failing which the offer will be summarily rejected.
3. **The supply should be in the form of filling Cryocans of fixed capacity available at CSIR-CFTRI & payment will be made for actual quantity of Lq.N2 in litres that are filled in our cryocans. No other mode of measurement will be accepted. If any tenderer quotes the terms for measurement other than the above specified, their offer will be rejected.**
4. The Tenderers should upload valid documentary proof of license issued by the Competent Authority for refilling liquid nitrogen, GST/ Sales Tax Registration Number and the details of Income Tax registration (PAN).
5. CSIR-CFTRI, Mysore is eligible for Concessional rate of GST/IGST @5% against Notification No. 45/2017 & 47/2017 dated 14.11.2017. Offer must include GST @ Concessional rate.
6. Please do submit the list of your customers (Government/Private Research Laboratories/Institutes of repute with special reference to CSIR Laboratories/Institutes). In the customers' list the name of contact person, designation, telephone, fax and e-mail numbers must be given.
7. Please upload the photocopies of Rate contract that you have entered during the last five years with your customers as mentioned at Sl. No. 6, for our reference.
8. Price:

Please quote **maximum discount on your Price list** as applicable to Government Research Institutes. Discount must be indicated in words as well as in figures. Current price must be **valid for One year** from the date of entering into Rate contract. The price and the discount should clearly be mentioned in the Offer letter and uploaded in PDF format along with the other documents.

Note: The price & offered discount must also be mentioned in BOQ. The BOQ is required to be uploaded only to meet the technical requirements of this CPP Portal. However, the Price offered in PDF format of our NIEt terms & Conditions will only be considered by CSIR-CFTRI for evaluation.

9. Your offer should be based on free delivery to CFTRI Stores, Mysuru, otherwise your offer will not be considered.
10. The Supplier (who awarded the contract) must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the material which is to be supplied by them under this Rate contract.

11. Payment:

11.1 Payment will be made only after filling Cryocans of fixed capacity available at CSIR-CFTRI & payment will be made for actual quantity of Liquid Nitrogen in litres that are filled in our cryocans. No other Payment terms will be acceptable to us and payment will be made directly to the suppliers by Electronic transfer mode payment.

11.2 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/invoice in triplicate copies which should be duly stamped, sealed & signed by the authorised person. The firm shall furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc printed on their invoice in order to enable CSIR-CFTRI, MYSORE to make payments through NEFT / RTGS.

11.3 CSIR- CFTRI pays Concessional 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. Keep this in mind while submit your offer.

12. Fall Clause:

12.1 The price to be quoted by the Bidder under the Annual Rate Contract should in no event exceed the lowest price at which the Bidder sells the item of identical description and Terms and Conditions to any other Organization during the currency of CFTRI's Annual Rate contract. If ARC 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 immediate effect from that date for all the subsequent supplies under the ARC.

12.2 An **undertaking** is required to be given, stating that the rates offered is not more than the rates offered to any other Government Institutions and the discount offered is not lesser than discount offered to any other Government Institutions. In case any such discrepancy is noticed, the bidder shall refund the amount to CFTRI and also the Annual Rate Contract is liable to be cancelled.

13. Delivery: The ordered item should be executed within **7 days** of the placement of the order.

14. Arbitration Clause: 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.

14.1 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.

14.2 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.

15. The venue of the arbitration shall be the place from where the Purchase order or contract is issued.

16. Notwithstanding any reference to arbitration herein,

16.1 The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

16.2 The purchaser shall pay the supplier any monies due for the supplier.

17. The contract can be terminated by either party by giving one month's notice in advance.
18. The contract can be terminated by the Director, CSIR-CFTRI at any time for unsatisfactory service.
19. In case of emergency, CSIR-CFTRI may purchase the same item under ARC through **ad-hoc/parallel contract** with new suppliers as per procedure.
20. The Ad-hoc/Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
21. The CSIR terms & conditions of supply as amended from time to time is applicable.
22. Detailed terms of supply can be seen in CSIR-CFTRI Website www.cftri.res [Path: Home Page \implies Tenders \implies Standard Tender Document (Scrolling Text)] that are also an integral part of this tender for ARC for supply of Liquid Nitrogen.
23. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
24. All disputes subject to Mysore jurisdiction only.

Your offer confirming to the above terms & conditions shall be uploaded on www.etenders.gov.in.

(For CSIR-INDIA)

Stores & Purchase Officer

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Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

1. Offer letter for entering into Rate contract
2. Manufacturers Authorization Form (MAF) as per Annexure A
3. Price list as applicable in PDF Format & BOQ
4. Copies of Rate Contract with other institutions, clients list etc.
5. Copy of license for refilling Liquid Nitrogen issued by Comp.Authority
6. Copy of GST registration certificate and PAN Card

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]*

