



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

**NOTICE INVITING E-TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF LIQUID
NITROGEN**

FT/S&P/ARC/Lq.N2/2023-24

18th May, 2023

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 2023-24.(01.07.2023 to 30.06.2024)**

Important Note:

1. Last date
 - a. For Tender submission upto 2.30 pm (IST) on 7th June, 2023 online in etenders.gov.in.
 - b. Tender opening @ 03.00pm on 8th June, 2023.
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

CRITICAL DATE SHEET

CRITICAL DATE SHEET:

FT/S&P/ARC/Lq.N2/2023-24

Sl. No.	Stage	Date & Time
1	Publish Date & Time	18/05/2023 @ 05.30p.m.
2	Document Download Start Date & Time	18/05/2023 @ 05.35p.m.
3	Seek Clarification Date	18/05/2023 @ 5.40pm
4	Seek Clarification End Date	23/05/2023 @2.30pm
5	Bid submission Start Date & Time	23/05/2023 @ 2.30p.m.
6	Bid submission End Date & Time	07/06/2023 @ 2.00p.m.
7	Bid Opening Date & Time	08/06/2023 @ 2.30p.m.

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 2023-24 (**01.07.2023 to 30.06.2024**) 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. The quantity mentioned is indicative and may vary on/actual requirement basis.
2. In case the bidder is not a Manufacturer, they need to submit the enclosed **Manufacturers Authorization Form (MAF)** duly filled in by the Manufacturer as per **Annexure - A** on the letter head of the Manufacturer (Exclusively addressed to the Director, CSIR-CFTRI). The MAF with validity 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 bidder quotes the terms for measurement other than the above specified, their offer will be rejected.**
4. The bidder 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. The bidder shall comply all the guidelines of Environmental Management System(EMS) and Gas Cylinder Rules 2016 (Govt. of Karnataka/ Govt. of India)
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. Copies of concluded rate contracts during last 3 years also need to be attached.
7. 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 in CPP Portal. However, the Price offer in PDF format of our NIEt terms & Conditions also be uploaded along with the technical bid.

8. Your offer should be based on free delivery to CFTRI Stores, Mysuru, otherwise your offer will not be considered.
9. The Supplier (who awarded with the Annual Rate 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.

10. Payment:

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

10.2 All payments 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.

10.3 CSIR-CFTRI is not eligible to issue any concessional Rate of certificate for GST. Hence, you may quote GST as applicable

11. Fall Clause:

11.1 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.

11.2 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.

12. Delivery: The ordered item should be delivered within **7 days** of the placement of the order. Any delay in delivery period will attract imposition of **LD (Liquidated Damage) Clause** as per the procedure i.e., the LD, a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late for each week or part thereof of delay. The total Liquidated damages shall not exceed 10 (Ten) per cent of the value of delayed supply.

13. Arbitration Clause: The Purchaser (CFTRI) 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.

13.1 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.

13.2 In any dispute or difference arising between the Parties hereto as to the construction interpretation , effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any part against other or in regard to any other matter under these presents but excluding any matters , decisions or determination of which is expressly provided for in this Agreement , such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) , Delhi High Court , New Delhi and cost will be applicable as decided by them.

A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 2015, the rules framed thereunder for the time being in force.

14. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the purchaser shall pay the supplier ay monies due for the supplier.

15. The contract can be terminated by either party by giving one month's notice in advance.

16. The contract can be terminated by the Director, CSIR-CFTRI at any time for Unsatisfactory service and any loss occurred to the institutes due to non Performance of the supplier will be liabled to be recovered.

17. In case of emergency, CSIR-CFTRI may purchase the same item under ARC through **ad-hoc/parallel contract** with new suppliers as per procedure.
18. The Ad-hoc/Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
19. No EMD/Bid Security & Performance Security is payable. No Tender document fee is payable.
20. This tender documents follows all guidelines & Policies as issued by Govt of India under Make in India, MSME, Land border & others from time to time. Any amendment/changes in rules/guidelines shall be applicable.

21. Code of integrity for Public Procurement:

21.1 The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.

21.2 "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

21.3 "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(a) Competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

(b) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(c) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution

process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

- 21.4 “Obstructive practice”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information.
22. The Rate Contract will also be applicable for the purchases (Order upto Rs. 50,000.00) made by the **Scientists/Technical Officers/Scholars of CSIR-CFTRI, MYSORE on Cash/ Credit purchase basis as per extant procedure, rate and Terms & Conditions of ARC.** Manufacturers or their authorized Distributors / dealers are not allowed to charge higher prices than those approved under the ARC.
23. TDS ON GST & any statutory levies will be deducted as applicable.
24. Other General terms & conditions of supply can be seen in CSIR-CFTRI Website www.cftri.res [Path: Home Page \Rightarrow Tenders \Rightarrow Standard Tender Document (Scrolling Text)] that are also an integral part of this tender for ARC for supply of Liquid Nitrogen.
25. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
26. 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

CSIR-CFTRI, MYSORE- 570020

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

Phone: 0821-2515440/2515447

Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

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

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]*