



CSIR - NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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NIT for Annual Rate Contract

Online Tenders under **SINGLE BID SYSTEM** are invited through CPP portal (<https://etenders.gov.in>) on behalf of Director, CSIR-NPL, New Delhi from the reputed manufacturers/authorized distributors/dealers (who have current authorization from the principal company) for entering into Annual Rate Contract for the supply of items grouped as under:-

| Sr. No. | Tender No. | Item(s) |
|---------|----------------------|---|
| 01 | 3(2763)20-21/PB/T-52 | Laboratory Chemicals |
| 02 | 3(2764)20-21/PB/T-53 | Laboratory Plastic Ware |
| 03 | 3(2765)20-21/PB/T-54 | Laboratory Glass Ware |
| 04 | 3(2766)20-21/PB/T-55 | Laboratory Filter Papers |
| 05 | 3(2767)20-21/PB/T-56 | A. Nitrogen and Argon Gases having UHP Grade, Purity 99.999+% (7 cubic meters is each Cylinder- on returnable basis) alongwith Purity Certificate of NABL Accredited Laboratory. B. Helium Gas 5N(Purity :99.999%) |

There is no EMD or PBG requirement. Annual Rate Contract should normally be entered by the manufacturer / exclusive Indian distributors (for imported items). The authorized distributor/dealer should produce an original letter from manufacturer for applying against this tender. The tender form can be downloaded from our CPP portal (<https://etenders.gov.in>). **For each category separate tender is to be submitted.**

Please furnish your offer as per enclosed terms and conditions through E-tendering within the stipulated time. Firms will also be required to submit the current price list in CSIR ERP format (ERP format attached) through mail to kaurh@nplindia.org and one copy of printed pricelist & one number of Pricelist of CD through /soft copy/ courier/ by hand may be sent on or before bid submission end time.

Director, CSIR-NPL, New Delhi reserves the right to reject any or all the tenders without assigning any reason or to accept them in part or full.

IMPORTANT NOTE : For MSME / Startup India / Make in India Scheme Bidders

Due to recent changes in public procurement policy of the Government and the policy directives and guidelines issued in this regard, CSIR – NPL being a public funded research institution is obligated to follow all such policy directives and guidelines related to its procurement.

Any bidder seeking benefit/preference under MSME / Start Up India / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the eligibility conditions.

It may be noted that no other benefit / preference / concessions which is beyond the scope the policy or the bidder's entitlement under the policy shall be given / considered by us. **IF THE BIDDER FAILS TO CLAIM SUCH BENEFIT AND /OR FAIL TO SUBMIT NECESSARY DOCUMENTS /CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS AND NO OPPORTUNIT SHALL BE PROVIDED TO IT TO SUBMIT ANY DOCUMENT/CERTIFICATE.**

Section Officer(S&P)/Stores & Purchase Officer

The tender document contains the following:

| | |
|---------------|---|
| Annexure-I | Instructions for Online Bid Submission |
| Annexure-II | Price reasonability Certificate |
| Annexure-III | Bid submission format |
| Annexure-IV | Tender Acceptance letter |
| Annexure-V | Manufacturer's Authorization Form |
| Annexure-VI | Undertaking |
| Annexure-VII | Additional Terms & Condition for Gases |
| Annexure-VIII | Technical Specifications of 5N Grade Helium Gas |

CRITICAL DATE SHEET

| | |
|-------------------------------------|---|
| Tender No | RC/2020-2021 |
| Name Of Organization | CSIR-NPL, New Delhi |
| Tender Publishing Date | As Per CPP Portal |
| Document Download Start Date & Time | |
| Bid Submission Start Date and Time | |
| Bid Submission End Date and Time | |
| Date and Time for Opening of Bids | |
| Address for Communication | The Director CSIR-National Physical Laboratory, Dr. K. S. Krishnan Marg, Pusa, New Delhi - 110012 Email:- spo@nplindia.org |

sd/-

Section Officer(S&P)/Stores & Purchase Officer

INSTRUCTIONS FOR ONLINE BID SUBMISSION

CSIR-NPL regularly needs chemicals, solvents, glasswares, plasticware, different gases and filter papers etc. of high quality for 100% accuracy for its R&D work which may be procured directly from the manufacturer or through authorized dealer network. Therefore it has been decided to enter into an Annual Rate Contract for supply of chemicals, glasswares, plasticwares/ labwares, filter papers etc. stocked/stored by us for our R&D use.

You are, therefore, requested to offer your products range with rates on your company letter Head and in the printed form by respective manufacturer. The annual Rate Contract so concluded will have to take care of the following conditions:

1. Bids must be mandatorily submitted Online through Central Public Procurement Portal - <https://etenders.gov.in/e procure/app>.
2. **PLEASE FILL ALL THE FORMS AND ANNEXURES AND ATTACH WITH YOUR QUOTAION**
3. Bids are invited in **Single Bid System**.
4. **Manual/Offline bids shall not be accepted under any circumstances.**
5. Tenderers/bidders are requested to regularly visit the website: <https://etenders.gov.in/e procure/app>. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
6. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
7. **Mention the name of Category and Brand name/Principal Company name failing which the offer will be summarily rejected. For separate category of items, separate tenders should be submitted. Single tender for multiple categories will be rejected summarily.**
8. **For items at S. Nos. 1 to 4 :** Vendors are requested to submit their separate offers along with latest Price List(s) duly offering maximum discount on it for each category of Items for consideration. Only printed price list(s) submitted along with offer will be acceptable for consideration.
9. **For items at S. No. 5:** Vendors should offer their lowest rates, per cubic meter in the packing of Cylinders having 7 cubic meters capacity (on returnable basis), subject to additional conditions mentioned in **ANNEXURE-B**, apart from general terms & conditions contained herein.
10. **The bidder is required to attach the printed scanned price-list of the manufacturer in pdf format. If the bidder doesn't have soft copy of the PRICE LIST, same can be submitted to us in the HARD COPY format as well which must reach at the above address BEFORE the Tender Opening date.**
11. **The Rate Contract(s) shall be valid till 30.06.2021. It can be further extended for 3 (three) months, if required.**
12. **The companies which cannot provide validity of rates for One Year need not apply.**
13. The firms should be clearly mentioned their GST number.
14. The Rate Contract will generally be valid for a minimum period of one year, however the period can be reduced or extended by few months with mutual consent.
15. There will be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications/regulations change.

16. For Imported items the firms should give their quote in Foreign Currency. Any firm having Custom Bonded Warehouse shall be preferred, in such cases the modalities of supply and exemption shall be mentioned clearly. It will be at the sole discretion of the competent authority to conclude RC for any firm quoting the imported item in the INR.
17. The current Authorization/Dealership letter of principal company is to be attached along with tender.
18. Price Must be quoted on the basis of Discount on Net Dealer Price(NDP) for each category of items in terms of Percentage (%) discount on NDP. Additional Dealer Discount may also be mentioned clearly as and when applicable.
19. Price should be FOR delivery at Stores CSIR-NPL, New Delhi
20. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the principal company/authorized dealer sells the items of identical description to any other Govt. organization during the period of contract failing which the “FALL CLAUSE” of CSIR rules will be applicable. A certificate to this effect may be provided by the principle company/authorized dealer that the lowest prices have been offered to CSIR-NPL failing which the offer will not be considered. In case it is found that the prices charged by the firm are higher, the same will be recovered from the subsequent/unpaid bill of the supplier.
21. The manufacturer should either have at least previous RC with CSIR-NPL or should have at least 5(five) RCs with CSIR labs/ ICMR/ ICAR/ IIT/ Central Universities/ DRDO etc. The tenderers should enclose the copies of those ARCs for the past five years to whom they have supplied/entered into Rate Contract the same/similar nature of items (with complete address, telephone/fax no. and contact person). However Competent Authority may consider the offer of reputed manufacturer keeping in the view of requirement of the institute.
22. The stores shall be supplied immediately within a period of 2-4 weeks either directly or through authorized distributor/dealer, otherwise CSIR-NPL reserve rights not to accept delivery in part or full or to claim late delivery penalty at 0.5 % per week subjected to a maximum of 10% of total value of purchase order from the vendor for non-compliance of the ARC terms and conditions
23. CSIR-NPL, New Delhi, reserves the right to enter into parallel Rate Contract for similar items during the period of Rate Contract with one or more parties.
24. Termination of Rate Contract – The rate contract can be terminated at anytime without assigning any reasons by giving one month notice.
25. CSIR-NPL, New Delhi also reserves the right to test the chemicals, solvents and other consumables for their quality if it so desires.
26. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the RC of the firm may be cancelled. Delayed supply / non-compliance of complete order may also lead to cancellation of Contract.
27. Discount, taxes and other levies if any are to be specified clearly in the bid.

28. Vague terms like “packing forwarding transportation etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offer shall be treated as incomplete and rejected.
29. The final acceptance/decision on the rate contract will be taken after screening the offers by a duly constituted committee and the Director reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.
30. Warranty - The tenderer shall be fully responsible for the manufacturer warranty in respect of quality and workmanship of the materials covered in the Rate Contract. In case of any defects found at the time of use, the supplier will provide free replacement or refund the amount charged for that item
31. CSIR-NPL is exempted from payment of customs duty in terms of Government Notification No.51/96-Customs and Central Excise duty exemption in terms of Notification No.10/97-Central Excise valid from 29.8.2011. Actual User condition (Non-Industrial-R&D Institution). GST will be paid as per Notification No.47/2017-Integrated Tax (Rate) Dated 14th November 2017 issued by Ministry of Finance, Department of Revenue, Govt. of India. However, prevailing rates of GST may be mentioned separately. No other charges other than those mentioned clearly in the quotation will be paid.
32. Rate Contract offer should be quoted/submitted by manufacturers/ The authorized distributor/dealer (duly authorized by manufacturer) along with Bid Submission Format.
33. Please also confirm whether the offered items are available on GeM. In case the same are available in GeM the rate contract proposal will not be concluded & purchases of such items shall be made through GeM only.
34. Prices should be free delivery at CSIR-NPL, New Delhi inclusive of packing, forwarding. If ex-work/godown prices are quoted, the packing, forwarding, documentations, freight, insurance, etc must be specifically separately mentioned in the quotation.
35. Mention the percentage of discount in the quotation both in figures and words. If any discrepancies found in figure and word, the amount in words shall prevail unless the amount expressed in words is related to any arithmetic error.
36. Samples, if called for shall be submitted free of charge on the request of CSIR-NPL.
37. While submitting the proposal the bidder should mention the name of all the manufacturer/OEM/brand name for whom bid is being submitted indicating the category of item against each and also submit OEM’s authorized valid certificate.
38. Any conditional tender (different from this tender condition) will not be accepted.
39. All disputes will be subject to New Delhi jurisdiction.
40. The tenders are also liable to be rejected if the above conditions are not complied with.

sd/-

SO (S&P)/Stores & Purchase Officer

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency) _____.

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to CSIR-NPL to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

BID SUBMISSION FORMAT

| | |
|---|--|
| (Please submit your bid in the given format) Tender Ref. No. | |
| Name of Manufacturer/supplier (Refer Sr.No.32) | |
| Category for which Rate Contract is applied | |
| Whether Current Price List attached (in PDF format) | |
| The manufacturer should either have at least previous RC with CSIR-NPL or should have at least 3 (three) RCs with CSIR labs/ ICMR/ ICAR/ IIT/ Central Universities/ DRDO etc.. The tenderers should enclose the copies of these Rate Contract for the past five years to whom they have supplied/entered into Rate Contract the same/similar nature of items as per tender condition. | |
| In case of imported items, mention the name of manufacturer in the price list for which rate contract is applied. | |
| In case of imported items whether price list in foreign currency is attached. | |
| Scanned copy of PAN Card in the name of firm/proprietor. | |
| Scanned copy of RTGS/Bank details of the firm | |
| Scanned copy of duly Signed and stamped Manufacturer's Authorization Form as per Annexure V | |
| Whether all the current authorizations for all the manufacturers is/are enclosed | |
| Discount offered on the Net Dealer Price (NDP) by Principal company/authorized dealer. Confirm that the offered discount is/are the same as are offered to other R&D/ Educational/other Govt Organizations. (As per Annexure II) | |
| GSTIN | |
| Delivery period from ex- Stock, CSIR NPL reserves the right to cancel the order/not to accept the material for delayed order | |
| Whether attached last Year Rate contract copy | |
| Whether the firm is black listed/suspended for business by any organisation | |
| Whether you have read and understood the terms and conditions mentioned above from Sr. no. 1 to 40 and whether you accept it unconditionally. | |

Signature of Authorized signatory Withseal

Annexure IV

To

Date :

Sub.: Acceptance of Terms & Conditions of Tender

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website(s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official 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 letter head 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 category 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 Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

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)

Annexure VI

UNDERTAKING

I-----S/o----- R/o-----
-----on behalf of M/s-----
-----address-----

Participating in Tender No.-----Dt.....for the rate contract of Chemicals, Glasswares, Plasticwares and Filterpapers etc. We do hereby declare/affirm here under that

- a) I undertake that our firm have not been blacklisted debarred and our similar services have also not been banned or suspended so far due to breach of rate contract or any reason including corrupt and fraudulent practices in the past by any Govt./Central Govt. Or Local Bodies/any organization etc. And there are no any vigilance/CBI/FEMA case pending against our firm.
- b) I also undertake and confirm that all the particulars/documents furnished by us on behalf of the company /firm are true and correct & no material and information have been concealed or misrepresented by us on part of our firm against the tender.

Yours truly,

Name & Signature/Designation

Date:

Place

ADDITIONAL TERMS & CONDITIONS FOR GASES

For Item at S. No. 5 i. e. tender no. 3(2260)18-19PB/T-83 for supply of Nitrogen and Argon Gases having UHP Grade, Purity 99.999+% (7 cubic Meters is each Cylinder –on refundable basis) alongwith Purity Certificate of NABL Accredited Laboratory.

In case of above items the quoting Vendors must comply with the following additional terms and conditions in addition to the general terms & conditions as mentioned in the tender document.

- A.** All cylinders are required to be examined/tested periodically as per the Gas Cylinder Rules,1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- B.** All gas cylinders are required to be painted as and when necessary to the appropriate colour –code specified in the Gas Cylinder Rules, 1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- C.** It will be Vendor’s responsibility to possess valid Explosive Licenses for all industrial Gases on Rate Contract for manufacturing and storing till safe delivery of Industrial Gases to the NPL during the entire operating of the Rate Contract.
- D.** Specification for Gas Cylinder: Gas Cylinders shall conform to Gas Cylinder Rules, 1981, any other rules as current and to specifications approval by the Chief Controller of Explosive, Government of India.
- E.** **Cylinder Rent:** Since supply is being made in the Vendor’s returnable cylinders of capacity 7m³ for such gases covered by this rate contract, the empty cylinders will be returned to the Vendor(s) within Rent FREE Period of 60 days calculated from the date of delivery of filled cylinders to the date of collection of empty cylinders by the Vendor. If the cylinders are not returned within the period specified above, cylinder holding charges per cylinder per day or part thereof will be payable for the period in excess of the free-loan period. However, such rental should be quoted along with the offer and will be subject to mutual agreement.
- F.** The tenderers must submit valid Explosive License issued by concerned authority for the required Gases along with their offer.
- G.** Purity Certificate of NABL Accredited Laboratory cylinder.

Technical specifications of 5N Grade Helium gas

1. 5N Grade helium gas with purity 99.999%
2. Impurity contents of helium gas are given below :
H₂O : < 2.0PPM , N₂: < 5.0PPM , THC: < 0.5PPM .
Total impurities should be less than 10 PPM.
3. Quads/Cylinder pressure should be **200±3bar at STP**
4. The gas supply shall be made in NPL's Quads (16 cylinders of each 50 liter water capacity). However, we also prefer, the supply to be made in supplier's gas Quads, whenever we request for the same. In case, the supply made in the supplier's quads, which should be free rental
5. Transportation, loading and unloading of bank will be provided by the vendor (**to - fro**). Please include these charges in your price quote. No extra money will be added after opening of tender
6. All the NPL gas quads are leak proof and should not be dismantle without prior permission. Vendor has to transport whole quads for refilling.
7. No replacement of cylinders will be allowed in NPL gas quads.
8. Vendor should have furnished gas purity (testing/gas analyzing) certificate at time of delivery.
9. Vendor has to provide last two years purchase order copies of same purity (**5N grade**) of helium gas to any R&D labs of autonomous body/ government/semi-government/PSU organizations.
10. Hydrostatic stretch test of NPL cylinders if required will be the responsibility of vender.
11. Vendor should provide technical compliance statement in tabular form (a copy of form attached) with respect to each technical specification in the tender documents.