



**CSIR-NATIONAL ENVIRONMENTAL ENGINEERING
RESEARCH INSTITUTE,
NEHRU MARG, NAGPUR – 440020**

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TENDER DOCUMENT FOR RATE CONTRACT OF

ITEMS :

- ☉CHEMICALS & CONSUMABLES
- ☉FINE CHEMICALS
- ☉PLASTIC WARES
- ☉FILTER PAPERS
- ☉GLASS WARES

सीएसआईआर- राष्ट्रीय पर्यावरण अ भयांत्रिकी अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

नेहरू मार्ग, नागपुर, (महाराष्ट्र) 440020

CSIR-NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

Nehru Marg , Nagpur - 440 020 (M.S.)



निवदा आमंत्रण सूचना - पीयूआर- आरसी/सएच/2017-18

NOTICE INVITING TENDER No. PUR- RC/CH/2017-18

निदेशक सीएसआईआर-नीरी, नागपुर की ओर से केमकल्स, फाइन केमकल्स, प्लास्टिक वेयर, ग्लासवेयर एवं फ़िल्टर पेपर्स के प्रतिष्ठित निर्माताओं से दर अनुबंध करने हेतु सीलबंद निवदा आमंत्रित है

Sealed Tenders are invited on behalf of Director CSIR-NEERI for entering into Rate Contract for Chemicals, Fine Chemicals, Plastic wares, Glassware & Filter Papers from reputed manufacturers only

क्र./ S. No	फाइल संख्या/ File No.	सामग्री Items	निवदा जारी करने की तारीख / Date of Issue of Tender	निवदा स्वीकार करने की अंतिम तारीख व समय / Last date of Receipt of Tender & Time	निवदा खोलने की तारीख व समय / Date & Time of Opening Tender
01	PUR - RC/CH/2017-18	Rate Contract for Chemicals, Fine Chemicals, Plastic wares, Glassware & Filter Papers	02.05.2017	29.05.2017 (शाम 05:00 बजे तक / up to 05.00 PM)	30.05.2017 (दोपहर 03:00 बजे / at 03.00 PM)

वेबसाइट से डाउनलोड की गई निवदाएं निशुल्क होंगी: / Tenders downloaded from website will be free of cost

अधिक जानकारी के लिए कृपया वेबसाइट देखें / For details please visit website : www.neeri.res.in/tender

भंडार एवं क्रय अधिकारी
Stores & Purchase Officer

SUMMARY SHEET

1. Date of issue of Tender Document : 02.05.2017
2. Cost of Tender Document : Can be downloaded Free of cost from our website
3. Last Date for Submission of Tender Document : 29.05.2017 by 17.00 Hrs. IST
4. Date of opening of tender : 30.05.2017 at 15.00 Hrs. IST
5. Venue for opening of Tenders : Committee Room of S&P Section
At CSIR-NEERI, Nagpur
6. Postal Address : **DIRECTOR, CSIR-NATIONAL
ENVIRONMENTAL ENGINEERING
RESEARCH INSTITUTE,
NEHRU MARG, NAGPUR – 440020**
7. Website address for download : www.neeri.res.in/tender

Invitation for Bids for conclusion of Rate Contracts for period of one year.

1. Sealed Tenders are invited on behalf of Director CSIR-NEERI for entering into Rate Contract for Chemicals, Fine Chemicals, Plastic wares, Glassware & Filter Papers from reputed manufacturers only
2. The detailed documents containing the terms and conditions can be downloaded from our website www.neeri.res.in/tender free of cost.

QUALIFICATION CRITERIA

3. The following documents shall compulsorily be attached along with the bid failing which the bids may be rejected : -
 - a. Copies of 3 concluded Rate contract from ICAR / ICMR / CSIR or any other govt. organization (for the period 2015-16 & or 2016-17)
 - b. Copies of minimum 03 purchase orders / supply orders valuing Rs. 1,00,000/- or more OR minimum 05 purchase orders / supply orders valuing Rs. 50,000 or more in each case from any CSIR / ICAR / ICMR or any govt. R&D establishment (for the period above mentioned).
 - c. A printed and binded catalogue along with a CD catalogue in MS-Excel format for the year 2017-18.
 - d. A certificate indicating, the name, address, fax number, email address of the local distributor / stockiest / dealer if any, who is going to supply the material.
 - e. A certificate regarding the Discount extended by the manufacturer.
 - f. A certificate regarding the discount extended by the Dealer on and above the manufacturer's discount on the dealer's letter head.
 - g. Certificate of authorization issued in favour of the dealer for supply and billing to CSIR-NEERI. Authorized dealer must be having office and supply facility in Nagpur and Mumbai, Delhi, Kolkata, Chennai & Hyderabad. However, this is not applicable if the manufacturer itself is going to supply the material directly.
4. The bidders should clearly indicate the category of materials for which they are quoting.
5. Inability to submit the above documents as at 3. above may lead to rejection of the bids.

Director CSIR-NEERI reserves the right to reject any bid either fully or partially without assigning any reason and without any financial implication.

Sd/-
Stores & Purchase Officer

INSTRUCTIONS TO BIDDERS

1. Bids should be submitted by the manufacturers only. Dealers may also quote subject to submission of the authorization certificate in respect to this tender.
2. Manufacturer's discount structure should be submitted by way of a certificate and should be included in the bid.
3. A certificate regarding the distributor / dealer who would supply the material with their name, address, fax, phone and email address should be submitted with bid. It may be noted that manufacturer can authorize only one dealer for one category of items. Dealer must have an office and supply facilities in the prior mentioned six cities only
4. A certificate as to the dealer's discount is also to be submitted along with the bid on their letter head.
5. Conditional prices based on buying or assuming certain volumes should not be quoted.
6. The price quoted should be exclusive of customs duty / Central Excise Duty / sales tax and other govt. levies. All applicable taxes shall be payable on prevailing rates. Please note that CSIR-NEERI is exempted of paying Central Excise Duty and Customs Duty payable at concessional rates only under Govt Notification no.s 10/97 & 51/96 respectively.
7. Materials offered through rate contract shall be quoted on Customs bonded warehouse basis / ex works basis so as to avail tax benefits.
8. Rates quoted shall be FOR CSIR-NEERI stores basis and must be inclusive of packing, forwarding, transportation, labour charges. Only dry ice charges if necessary shall be payable extra.
9. Bidders should quote in Indian Rupees only.
10. CSIR-NEERI, Nagpur reserves the right to seek samples as and when deemed necessary in the process of evaluation.
11. Please indicate the standards nationally or internationally to which your brand adhere to
12. Selection criteria: The firm will be selected on the basis of the pre-Qualification requirements as indicated below:-
 - a. Copies of 3 concluded Rate contract from ICAR / ICMR / CSIR or any other govt. organization (for the period 2015-16 & or 2016-17)
 - b. Copies of minimum 03 purchase orders / supply orders valuing Rs. 1,00,000/- or more OR minimum 05 purchase orders / supply orders valuing Rs. 50,000 or more in each case from any CSIR / ICAR / ICMR or any govt. R&D establishment (for the period above mentioned).
 - c. A printed and binded catalogue along with a CD catalogue in MS-Excel format for the year 2017-18. Software Program for making Purchase Proposals/orders should be provided by the vendor.
 - d. A certificate indicating, the name, address, fax number, email address of the local distributor / stockiest / dealer if any, who is going to supply the material.
 - e. A certificate regarding the Discount extended by the manufacturer.
 - f. A certificate regarding the discount extended by the Dealer on and above the manufacturer's discount
 - g. Certificate of authorization to dealer for supply to CSIR-NEERI.

13. Since the usage of a particular brand may have led to standardization of experiments and its results may have led to certain publication and patents, CSIR-NEERI reserves the right to select a firm for R/C based on its continuous usage and uniform results and therefore reserves the right not to go only by the price criteria of a particular item.
14. Please note that the dealer's discount shall be over and above the manufacturer's discount.
15. Since time is the essence of any contract, a delivery time of 15 days would be accorded for stock items and 30 days for all other item.
16. The last date for receipt of Tender is 29.05.2017 up to 1700 Hrs. The tenders would be opened on 30.05.2017 at 1500 Hrs. in the stores & purchase section committee room in presence of the Tenderers present.
18. Director CSIR-NEERI reserves the right to enter into parallel Contract since some of the item may have been used over a period of time by the scientists and would have been standardized for their research work and also for catering to bulk requirements.

TERMS AND CONDITIONS

1. The detailed specifications of the material offered along with relevant technical literature and descriptive catalogue should be attached with the offer.
2. The parties applying for conclusion of Rate Contract with CSIR-NEERI should submit a copy of current catalog in form of a CD in addition to the hard copy of all the catalogs. The digital catalogues must be prepared in MS-Excel format. A suitable software for preparation of estimates / quotation according to the catalogue and preparation of supply orders is desirable. Offers not supported by digital catalogues are liable to be rejected.
3. CSIR-NEERI reserves the right to seek samples for all other material as and when deemed necessary in the process of evaluation.
4. Please indicate standards nationally or internationally to which your brand adheres and certificates for the same should be attached with the quotation.
5. **Prices:** The bidders are to quote in Indian Rupees. The rates quoted should be FOR Destination, NEERI, inclusive of packing / forwarding charges, freight & insurance i.e. free delivery at NEERI, Nagpur and Zonal Labs at Mumbai, Delhi, Chennai, Kolkata & Hyderabad.
6. **Applicable Taxes, Duties, Levies, etc** shall be payable extra on the prevailing rates.
7. CSIR-NEERI is entitled for Concessional Customs Duty @5.15% under govt. notification No. 51/96 and is exempted of paying Central Excise Duty under govt. notification No. 10/97. CSIR-NEERI is not entitled to issue Form 'C' and 'D'.
8. Applications from manufacturers / authorized dealers only would be entertained. Proof of being a manufacturer should be submitted along with the tender.
9. **Payment terms :** Payment will be made within 30 days from the date of receipt of the material in good condition and on submission of duly pre-receipted invoice. Please note that e_payment would be arranged from our bankers, M/s. State Bank of India.
10. Discount should be specifically mentioned and included as a certificate. Dealers discount may also be incorporated in the Tender as a Certificate. Please mention discount to the maximum extant on the price list as applicable to Government R&D Institutes / universities. Discount must be indicated in words as well as in figures. The price list should be valid for currency of the contract and no hike in rates shall be allowed in any circumstances.
11. For any Rate Contracted items, if the manufacturer has any free gift scheme, the same shall have to be passed on to CSIR-NEERI, without any cost.
12. Tampered / Broken /old stock packing of the items should not be supplied by the firm to NEERI.

13. Goods supplied at NEERI, will have to be replaced free of cost by the firm if it is not in accordance with the required quality / specification and quantity approved or is not compatible or usable as per our requirement.
14. Penalty Clause: If the supplier fails to deliver the goods within the delivery period, a sum equivalent to 0.5% of the contract value for each week of delay or part thereof until actual delivery, will be deducted from the contract value as liquidated damages, subject to a maximum deduction of 10% . Once the maximum is reached, termination of the contract may be considered by CSIR-NEERI.
15. Risk purchase clause: If the supplier fails to deliver the goods within the maximum delivery period specified in the contract, the purchaser may procure, upon such terms and in such a manner as is deemed appropriate, goods or services similar to those undelivered and the supplier would be liable to the purchaser for any excess cost for similar goods or services.
16. Warranty: Warranty for any manufacturing defects and satisfactory performance may be specifically indicated.
17. FALL CLAUSE : The prices charged for the stores supplied under the rate contract should in no event exceed the lowest price at which the party sells the stores of identical description to any other party during currency of the contract, if so, the rate contract price shall be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and rate contract shall be amended accordingly.
18. Parallel rate contracts for similar items can be placed at any time during the period of rate contract with one or more parties by CSIR-NEERI.
19. **Force Majeure**
 - a) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - c) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.
20. The rate contract can be terminated at any time by giving one month’s notice by either party. In case of any fraud or indulgence in any illegal or unethical practice, contract shall be terminated at anytime
21. The stores shall be supplied within a period of fortnight for supplies against ex-stock deliveries. In case the firm does not supply the items within the stipulated time schedule. Liquidated damages clause as mentioned in Terms & Conditions would apply.
22. Validity Period: The offer should be valid for a period of one year from date of issuing and acceptance of R/C and can be extended further, if mutually agreed
23. Performance Certificate : Please indicate in your quotation, names and address of some of the CSIR Labs / Indian organizations along with the contact persons, their telephone numbers, numbers, fax numbers etc., to whom you have supplied similar type of items. Please invariably include a copy of the performance certificates obtained.
24. Submission of the bid shall be deemed to be an admission on the part of the bidder, that the bidder has fully acquainted himself with the specifications, applications, implications etc., and no claim other than what is stated in the Tender shall be made in event of award of the contract.

25. In case of manufacturers bidding directly, please earmark at least one Local distributor / supplier for supply of material as and when required in cases of emergency.
26. Purchase Orders would be placed as and when required by this institute against the rates approved for the period thereof. The acceptance of the quotation will rest with the Director, CSIR-NEERI, who does not bind himself to accept the lowest quotation and reserves the right to accept or reject partially or wholly the quotations received without assigning any reason whatsoever.
27. Conditional offers will not be considered.
28. The quotations are liable to be rejected if the above conditions are not complied with.
29. CSIR-NEERI will not be responsible for any postal or courier delays or for non-receipt of tenders in time.
30. Late Tenders or Tenders not signed or incomplete in any respect shall be summarily rejected.
30. Kindly ensure that all over-writings and corrections in the Quotation are properly attested.
31. Submission of quotations: The quotations should be sealed and addressed to The Director, CSIR-NEERI, Nagpur – 440 020. The Quotations which are being delivered personally should be put in the Tender Box in the Purchase Section CSIR-NEERI. Offers sent through Fax/e-mail will not be accepted. Failure to super scribe on the main envelope may lead to cancellation of your quotation.
32. The Tenderers must enclose along with Quotation the following apart from documents as asked for in tender notice and instructions to bidders.
 - a) Past experience in supply of the material (certificates to be enclosed, proof of manufacturing Unit/Dealership letter and general order supplier.
 - b) List of the Govt. Departments, public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
 - c) Copy of the audited balance sheet of the bidder for the FY year 2015-16 & 2016-2017 indicating the turnover in supply of the material.
 - d) Details of Permanent Account Number and latest income tax clearance certificate.
 - e) Details of S.T / VAT No. along with a copy of certificate to be attached.
 - f) Willingness to execute all orders which are placed to meet emergency requirement on priority basis.
- 33 **Settlement of Dispute**
 - a) The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising between them under or in connection with the contract.
 - b) 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.
 - c) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
 - d) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- f) Notwithstanding any reference to arbitration herein,
 - g) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
34. The venue of the arbitration shall be at Nagpur and the place of jurisdiction shall be Nagpur only
35. If a firm after being selected, fails to execute the Rate Contract and terminates it during currency of the contract, in such case, the Director, CSIR-NEERI, Nagpur reserves the right to circulate the name of the said firm to all sister laboratories of CSIR, Defense Establishment, Railways etc. asking them to refrain from having business with.
36. Renewal of Rate Contract: If felt necessary, CSIR-NEERI may extend the rate contract subject to acceptance by the parties on the same terms & conditions and rates. Rate Contract of the firms, who do not agree for such extension, shall be left out. If prices are lower than existing Rate Contract, then supplier has to supply at a lower rates applicable at that time.
37. In case of emergency, this Institute may purchase the same item through adhoc contract with a new supplier.
38. Regarding delay in submission: Director, CSIR-NEERI will not be responsible for any postal/communication delays.
40. Submission of bids against this tender is deemed that that all the terms and conditions mentioned above are acceptable to the bidder who has no objection / reservations.

Stores & Purchase Officer

(Quotation To be Submitted on Your Letter Head In the Following Format for category of items proposed to be entered into Rate Contract)

1	Name of Manufacturer with particulars: (Mob. No., e-mail, phone No., contact person)	
2	Name of Authorized Agency (e-mail phone, contact details, mobile) (Manufacturer should authorized only one Agency for supply to NEERI)	
3	Category	Make / Brand
4	a) Price List Exclusive of all taxes b) Applicable CST/VAT/GST extra (Mention nature and rate of taxes) Note : Applicable Taxes. + Cess shall be paid at prevailing rates	
5	Effective date of price list (Mention Date).	
6	One soft copy of Price List	
7	One Hard copy of price list duly signed with Tenderer's rubber Stamp Submitted with the offer.	
8	All the terms & conditions mentioned in attached Tender document are acceptable to us	

A. Discount offered by Manufacturers on applicable Price list (In figure and words)	B. Additional special discount by Authorised Agent/Authorised Distributor/Authorised Dealer (In figure and words)	Total Discount Offered (A+B)

We the manufacturer M/s. _____ and authorized dealer M/s. _____ hereby certify that the price list submitted for RC for 2017-18 shall be valid till currency of the rate contract and the discount quoted is not lesser than the discount offered to the other CSIR institute/labs and any Govt. organization.

**Signature of the Authorised Signatory
of Manufacturer with Rubber Stamp**

Authorization Certificate to be given by the manufacturer

Certified that we M/s are the sole manufacturer of the items quoted in this tender. We further authorize M/s. for supply & billing against rate contract through this tender

Certified that the price catalogue submitted along with the bid is the only one in circulation.

Certified that the discount offered to CSIR-NEERI is not lesser than that offered to any other govt. department / R&D establishments.

Certified that all the terms & conditions of the tender document are acceptable and binding on us.

Authorized signatory / Signature of the bidder

Name of the Firm & Seal.

Bank details to be furnished along with the bid.

Name of the beneficiary :

Account No. :

IFSC Code :

Nature of the A/c :

Name & address of the bank :

(Signature)
Name & Seal of the firm

Countersigned by the banker
With Seal

CHECK LIST

Please check and tick before submission of the bid as non submission of the following documents may lead to rejection of your bid.

- Copies of 3 concluded R/c with CSIR/ICAR/ICMR or other Govt. organizations for FY 2015-16 & 2016-17.
- Copies of minimum 3 purchase orders/supply orders received valuing Rs. 1,00,000/- or more OR minimum 5 purchase orders/supply orders valuing Rs. 50,000/- or more in each case from any CSIR/ICAR /ICMR or any Govt. R&D establishments (for the period above mentioned).
- A CD catalogue in MS-Excel format
- A latest Printed & bounded price list for 2017-18 duly signed & certified by authorized signatory.
- Copy of the audited balance sheet of the Vendor for the year 2017-18 indicating the annual turnover.
- Discount certificate from manufacturer.
- Discount certificate from Dealer.
- Certificate of authorization in favour of the dealer for supply to CSIR-NEERI.
- The form of bank details duly filled in and countersigned by the bank.

(Sign & Seal of the firm)