



राष्ट्रीय खाद्य प्रयोगशाला, कोलकाता और रक्सौल, पूर्वी  
चंपारण, बिहार में रसायनों आपूर्ति के लिए वार्षिक  
दर अनुबंध के लिए निविदा का निमंत्रण 2024

INVITATION OF TENDER FOR ANNUAL RATE  
CONTRACT FOR THE SUPPLY OF CRM NATIONAL  
FOOD LABORATORY, KOLKATA, AND EXTENSION  
CENTRE, RAXAUL, BIHAR. 2024

## **BID DOCUMENT**

Online Bids are invited from reputed firms/ manufacturers/ authorized dealers/distributors, for awarding “Rate Contract for Supply of ISO17034 certified CRM at **National Food Laboratory, Kolkata 3 Kyd Street, Kolkata 700016, and Extension Centre, Raxaul, East Champaran, Bihar-845305** for a period of one year as and when required.

<b>Name of Work</b>	<b>Annual Rate Contract for purchase of CRM</b>
Estimated Cost	50,00,000/- (Rs. Fifty Lakh Only)
<b>Date of Publishing</b>	20.11.2023
<b>Bid Submission Start Date</b>	20.11.2023
Last Date and time of uploading of Bids	11.12.2023 by 04: 00 PM
Last Date and time of <b>submitting</b> EMD and other documents at NFL Kolkata (if any)	11.12.2023 by 04: 00 PM
Date and time of opening of Technical Bids	12.12.2023 at 12:00 PM
Date and time of opening of Financial Bids	Shall be intimated later

Interested parties, the queries shall be received through the online bidding portal or on e- mail only (except Saturdays, Sundays & Holidays) for any clarification, before quoting the rates.

Online bids (Technical & Financial) from eligible bidders are valid for a period of 90 days from the date of Bid opening (i.e **12.12.2023**).

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids must be submitted online in electronic form on [www.eprocure.gov.in](http://www.eprocure.gov.in) only. No physical bids will be accepted.)

Any queries relating to the tendered Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or their contract person indicated in the tender. The contact number is 033- 29730359 between 10:30 hrs. to 17:00hrs.

## INSTRUCTION FOR e-PROCUREMENT

### 1. PREPARATION OF BIDS:

- i. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- ii. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1 and Financial Bid in “.xls” should be upload online in cover-2.
- iii. **The EMD** amount as per the list in table 1, in the form of DD or bankers Cheque shall be submitted in favor of “**Director National Food Laboratory Kolkata**”. Bidder shall upload scanned copy / proof of the DD along with bid and has to ensure delivery of hard copy to the Buyer within 5 days of Bid End date / Bid Opening date, i.e 12.12.2023 to avoid its disqualification.

Category	Particulars	EMD amount (Rs.)
I	ISO 17034 certified CRM	1,50,000/-

### 2. SUBMISSION OF THE BIDS:

All interested eligible bidders are requested to submit their bids in two parts viz. Technical Bid and Financial Bid on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- i. Technical Bid should be upload online in cover-1.
- ii. Financial Bid should be upload online in cover-2.

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

### 3. TECHNICAL BID:

Signed and Scanned copies of the technical bid documents as under must be submitted online on CPP Portal <http://eprocure.gov.in/eprocure/app>.

**4. List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -**

- (a) Valid registration certificate of the firm issued by the Competent Authority of State Govt./Central Govt.
- (b) Duly filled format of Technical Bid as per Chapter – III.
- (c) Copy of constitution or legal status of the bidder Manufacturer /Sole proprietorship /firm / agency etc.
- (d) Manufacturer Authorization Certificate from the principal firm must be attached by Bidder.
- (e) Copy of PAN, GSTIN, TAN.
- (f) Copy of ITRs for last Three years.
- (g) Details of clients/similar institutions where similar services are presently provided by the tenderer separately for govt. and private clients.
- (h) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated bid value.
- (j) Product Certification (BIS/ISI/NABL/NIST or equivalent etc.)
- (k) Scan copy of tender acceptance letter.
- (l) Scanned copy of other document mentioned in tender document (if any).
- (m) For Import Shipments – Shipping Terms Ex-Works/for Destination is only accepted.

**NOTE** - No indication of the rates/amounts be made in any of the documents submitted with the Technical-Bid.

## 5. FINANCIAL BID

- (a) The currency of all quoted rates shall be **Indian Rupees (INR)**. All payment shall be made in Indian Rupees.
- (b) Price Bid Form – Price must be quoted as per format specified; failing which tender shall be summarily rejected.
- (c) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference / Scope of Work of the assignment.
- (d) The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.,

## 6. Last Date for Submission of Tender:

Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events. NFL Kolkata may, at its own discretion; alter/extend the last date for submission of tenders.

## 7. Bid Validity

- i. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rate should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- ii. A bid valid for a shorter period shall be declared as non-responsive. In exceptional circumstances, prior to expiry of the original time limit, NFL Kolkata may request the bidders to extend the period of validity for a specific additional period beyond the original validity of 90 days. The request and the bidders’ responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

8. **Modification / Substitution/ Withdrawal of bids:**

- i. No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid's due date.
- ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii. The earnest money deposit may be forfeited: if a Tenders withdraws its tender during the period of tender validity specified by the Tenders on the Tender Form; or in case of a successful Tenders, if the Tenders fails to sign the Contract.

9. **Rejection of the Bid:** The bid submitted shall become invalid if: -

- i. The bidder is found ineligible.
- ii. The bidder does not upload all the documents as stipulated in the bid document

Please note that bidder shall submit scanned copy of all bid related documents including EMD on the online portal, however, only Demand draft has to physical reach on mentioned address (If applicable)

The acceptance of the quotation will rest with the competent authority of NFL Kolkata who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reasons.

**10. Consignee Details:**

S.No.	Details of Laboratory	Consignee Details
1.	National Food Laboratory, 3 KYD Street, Kolkata West Bengal	Dr. Geetanjali, Director
2.	National Food Laboratory Kolkata (Extension Centre), Raxaul, Bihar - 845305	Sh. Rohit Raghatwan Assistant Director, Technical

Note: The bidder seeking EMD exemption, must submit the valid supporting document (Udyam Registration Certificate/NSIC Certificate) for the relevant category. Udyog Aadhar will not be considered as the validity of the same is over.

## **GENERAL CONDITIONS OF TENDER**

1. Any conditional tender shall be rejected summarily.
2. Individual signing the tender or other documents connected with contract must specify whether he sign as:
  - i. A sole proprietor of the concern or constituted attorney of such sole proprietor;
  - ii. A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - iii. The SPC-I or a Principal officer duly authorized by the Competent Authority of the Company, if it is a company
3. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
4. The price offered shall be valid for the period of 01 year, from the date of award of Rate Contract.
5. The Lowest quoted price will be shortlisted as L1.
6. GST: The rate of GST should be mentioned clearly.
7. Authorization Letter: Valid Tender Specific Authorization letter from the OCM in favor of authorized distributor should be submitted along with quotation, failing which quotation will not be considered.
8. The NFL-Kolkata reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s), if required.
9. The near relatives of employees of NFL-Kolkata & Extension Centre, Raxaul are prohibited from participation in this tender.
10. Original Consumable Manufacturers (OCMs) may furnish the name and address of their authorized distributor/ dealers, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal firms; the bills raised by them against our purchase order will be accepted.

11. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
12. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms and conditions of the tender document by a corrigendum displayed on <https://eprocure.gov.in/epublish/app>. To provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
13. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid.
14. In case of discrepancy between unit price and total price, the unit price shall prevail.
15. In case of supply of goods made through valid authorized dealer, their name and mail address may be declared / indicated in the tender.
16. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
17. Enlistment under Annual Rate Contract with NFL-Kolkata does not ensure business of any quantum, whatsoever. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.
18. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.
19. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, NFL-Kolkata may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences, and damages under the civil and criminal remedies available.
20. Right of acceptance: The NFL-Kolkata reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. NFL Kolkata reserves the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.



## **GENERAL CONDITIONS OF CONTRACT**

1. The successful firm will be required to do the work/job for a period of 1 year from the date of award of the contract. (NFL-Kolkata) shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. Performance Security:
  - 2.1 Within 14 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 3% of the total order value as demanded by FSSAI, valid up to 60 days after the date of completion of the contract.
  - 2.2 The proceeds of the performance security shall be payable to the "Director National Food Laboratory Kolkata" as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty as may be taken by FSSAI for failure to fulfill the terms and conditions of contract.
  - 2.3 The Bidder shall deposit the PBG from a scheduled Commercial Bank; the bank should be situated in West Bengal.
  - 2.4 The Performance Security will be discharged by the FSSAI and returned to the Bidder after 60 days following the date of completion of the Bidder's performance obligations. The Performance Security will be discharged by the FSSAI and returned to the Bidder after 60 days following the date of completion of the Bidder's performance obligations.
  - 2.5 In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 60 days thereafter.
  - 2.6 No interest will be paid to the successful bidder on Security deposit.
  - 2.7 The security deposit can be forfeited by order of this Laboratory in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

3. The security deposit can be forfeited by order of this Laboratory in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract. No interest on performance security deposit shall be paid by the NFL Kolkata to the tenderer.
4. **Delivery:**
  - a. The articles should be securely packed at required temperature to avoid damages etc. in transit.
  - b. NFL-Kolkata shall be the sole authority to cancel or amend the order, as per requirement, and to place order for supply of item.
  - c. The firm should have availability of a responsible person on call on all working days between 09:30 Hrs to 17.30 Hrs.
  - d. The material shall be delivered at the National Food Laboratory, Kolkata 3 Kyd Street, Kolkata 700016, OR Extension Centre, Raxaul, Bihar-845305.
  - e. Order shall be issued for tentative annual requirement on actual need basis.
5. **Delivery Duration:**
  - a. Delivery of goods shall be made by the supplier to National Food Laboratory, Kolkata 3 Kyd Street, Kolkata 700016 OR Extension Centre, Raxaul, Bihar-845305 within (04) Four weeks of placing of Purchase Order.
6. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier at their own risk and cost and will be replaced with the tender quality goods, without any delay. The NFL-Kolkata reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidated damages shall be charged.

**7. Risk Purchase:**

- a. If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in tender, NFL Kolkata reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit.

**b. Payment clause:**

Invoice in triplicate should be submitted by the supplier firm for settlement after satisfactory delivery of the material. The invoice should have full particulars of the items(s). No payment shall be made in advance.

On receipt of invoice from the Contractor after satisfactory delivery and acceptance of the material by the National Food Laboratory, Kolkata 3 Kyd Street, Kolkata 700016 OR Extension Centre, Raxaul, East Champaran, Bihar-845305, case of issuing sanction and passing of bill for payment will be initiated.

No payment will be made for rejected goods. No advance payment will be done by National Food Laboratory, 3 Kyd Street, Kolkata 700016 OR Extension Centre, Raxaul, East Champaran, Bihar-845305.

- 8. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the Annual Rate Contract/work order/ job without assigning any reason thereof and nothing will be payable by NFL-Kolkata. In that event the security deposit shall also stand forfeited.

- 9. Subletting of Work:** The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The tender is not transferable.

- 10. Legal Jurisdiction:** All legal proceedings in connection with this Annual Rate Contract shall be subject to territorial jurisdiction of the local Civil Courts at Kolkata only.

Periodicity/ Duration of Tender: The tender is initially for year 2024 (Jan – Dec) and may be extended till new Annual Rate Contract gets finalized, if required.

**11. Fall clause:** If the Annual Rate Contract holder firm reduces its price or sells or even offers to sell the Annual Rate Contracted goods following conditions of sale similar to those of the Annual Rate Contract, at a price lower than the Annual Rate Contract price, to any person or organization during the currency of the Annual Rate Contract, the Annual Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Annual Rate Contract and the Annual Rate Contract amended accordingly.

**Special Conditions for CRM/RM**

- (a) The CRM/RMs quoted by the bidder or manufacturer shall be produced in accordance with ISO 17034:2016 accredited RMP (Reference Material Producer) with the listed/bided/tendered Standards under its scope of accreditation. The accreditation body must be covered by the ILAC Arrangements or by regional arrangements recognized by ILAC (must be an ILAC/MRA Signatory). Copy of accreditation certificate shall be submitted.
- (b) Preference will be given to the reference material having traceability as per ISO 17034:2016. However, if no bidder quoted reference material with ISO 17034:2016 traceability, preference will be given to lowest price. But bidder shall inform purchaser if the reference material covered under scope of accreditation as per ISO 17034:2016 during the period of contract.
- (c) Supply of reference standards shall be as per specification mentioned in the Purchase Order. All reference standards supplied should have expiry date minimum 12 months from the date of supply and with an assay purity of 90% or above.
- (d) In the case of items to be imported, the delivery of the items shall be within 45 days from the date of Purchase Order. Otherwise, items shall be supplied within 30days.
- (e) All items supplied shall be accompanied with necessary Certificate of Analysis (COA) along with the spectra/chromatograms or Compliance Certificate having traceability as per ISO 17034: 2016 guidelines for Reference Material.
- (f) Item(s) rejected shall be replaced with item specified (quality & quantity) in the purchase order within 15 days from the supply. If any failure in this regard, such amount will not be paid to the supplier.
- (g) The tenderer should enclose a signed copy of the terms and conditions stipulated forward of the contract, conveying his acceptance of the same within 15 days from initiation of the contract.
- (h) Documents from manufacturer to confirm ISO 17034 certification of individual product shall be submitted

**Inspection:**

- (a) NFL-Kolkata shall have the right to inspect and/or to test the goods to confirm their conformity to the NFL-Kolkata Tender Specifications at no extra cost.
- (b) The Director, NFL-Kolkata shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (c) No payment shall be made for rejected items. Rejected items must be removed by the Bidders within two (02) weeks from the date of rejection at their own risk and cost and replaced immediately. In case these are not removed, these will be auctioned/ destroyed at the risk and responsibility of the suppliers without any further notice.

**Note:** The Rate Contract shall be standing tender for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of drawls of any item for a minimum or specified quantity during the contract period.

### Chapter -III Contract Form

#### TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S. No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name and Address of the OCM/Authorized Distributor		
2.	Whether the Firm is located in Kolkata(West Bengal)(Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Duly signed/stamped Bid Security/EMD No.: Dated: Drawn on Bank: (Refundable)		
5.	Copy of Registration of firm		
6.	GSTIN/ Copy of GST Registration		
7.	Copy of PAN / TAN Card		
8.	Tender specific Authorization certificate from the OCM /Principal Firm		
9.	Authorization certificate for Distributors /Dealer		
10.	Certificate for No Deviation		
11.	Certificate for Price Justification		
12.	Non-Blacklisting Certificate		
13.	Copy of Income Tax Returns/Balance Sheet for last 3 years		
14.	Whether each page of tender and its annexure have been signed and stamped.		
15.	List of Major Customers may be given on a separate sheet and proof of satisfactory supply, if any		
16.	Quality Assurance Certificate (Please specify)		
17.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied to any government institute)		

Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(s) of the document(s) are kept.

In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Place:

Date:

**Undertaking**

*[To be submitted on letterhead]*

That I/we have carefully studied all the terms and conditions of tender and shall abide by it.

That I/We shall supply the items of requisite quality.

That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

That I/We undertake that sample of items will be kept ready for inspections by the NFL- Kolkata. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Signature of the Tenderer with stamp of firm)

Date:

Place:

Chapter - IV Financial Bid

To

The Director,  
**National Food Laboratory Kolkata**  
**3 Kyd Street, Kolkata 700016**  
West Bengal State

Sir

I/We M/s. \_\_\_\_\_ wish to submit our offer for Annual Rate Contract for Supply of CRM at NFL Kolkata & Extension Centre, Raxaul, Bihar on following rates.

- 1) CRM (ISO 17034 certified) (**discount price (Rs) shall be entered**)

1) <b>Category-IV:</b> CRM (ISO 17034 certified)												
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BIDDER PACK SIZE (mg / ml)	Whether accredited as per ISO 17034 : 2016 (YES/NO)	Brand Name	BASIC RATE In Figures per mg/ ml to be entered by the Bidder in	TOTAL GST Amount for entire quantity	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
	As per list in BOQ file											



**Undertaking**

*[To be submitted on letterhead]*

I/We agree to forfeiture of the security deposit, if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the contract form. We have carefully read the terms and conditions of the contract and are agreed to abide by these in letter and spirit.

Date: \_\_\_\_\_ Signature \_\_\_\_\_ Name and Address of the Firm \_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

**DECLARATION BY SUPPLIER**

*[To be submitted on letterhead]*

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the quotations are truthful and binding on the firm.”

Signature of Authorized Person

Designation Seal

Place:

Date:

**NON-BLACKLISTING CERTIFICATE**

*[To be submitted on letterhead]*

I/We hereby certify that the [Name of the company / firm\_] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by National Food Laboratory, Kolkata, OR Extension Centre, Raxaul, Bihar and also abide all the terms and conditions stipulated in Annual Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and NFL-Kolkata may impose any action as per tender rules.

Date : Name :

Place : Business Address :

Signature of Bidder :

Seal of the Bidder :

**CERTIFICATE OF PRICE JUSTIFICATION**

*[To be given on letter head]*

Ref. Tender No.:

I/We, M/s.\_\_\_\_Certify that the rates provided are our best rates and we have not given these materials to any Government / Department/ PSU/ Institution for lesser than these rates during last one year.

SIGNATURE AND STAMP OF THE BIDDER

Date:

Place:

## **CERTIFICATE OF NO DEVIATION**

*[To be given on letter head]*

Tender No.:

I/We, M/s\_\_\_\_\_hereby certify that not withstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of NFL-Kolkata Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in tender specification with associated amendments and clarifications.

*[Signatures of the Bidder with Name, Designation and Company's Seal]*

Date:

Place:

FORMAT FOR MANUFACTURER'S AUTHORISATION

Dated:

**To;**  
The Director,  
National Food Laboratory Kolkata  
3 Kyd Street, Kolkata 700016 West Bengal State

Reference: Tender No..... Dated.....for Annual Rate Contract for Supply of  
Chemicals, Glassware, Plastic ware and other Laboratory Consumables.

**Subject: Manufacturer's Authorization Letter**

Sir,

Ref. Your Tender No \_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the Items offered in the Quotation) having factories at, hereby authorize M/s. (name and address of the agent) to submit a Tender, process the same further and enter into a Annual Rate Contract with you against your requirement as contained in the above referred Tender for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation] For and on behalf of Messrs.  
[Name and address of the manufacturers]

Note: -

This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

FORMAT FOR DISTRIBUTOR'S AUTHORIZATION

Dated:

To

The Director,  
National Food Laboratory Kolkata 3 Kyd Street, Kolkata 700016  
West Bengal State

Reference:

Tender No.....Dated.....for AnnualRate Contract for Supply of Chemicals, Reagents, Glassware, Plastic ware and other Laboratory Consumables.

**Subject: Distributor's Authorization Letter**

Dear Sir,

With reference to above mentioned Annual Rate Contract, we wish to inform you that our below mentioned distributor is authorized to receive orders, to make the supplies, to raise the invoices for products manufactured/ marketed by [Name of Manufacturer \_\_\_\_\_] and collect the payments thereof on our behalf.

Name of the firm:

Complete Address:

Contact Person :

Contact No.: :

Email ID: :

You are kindly requested to place your valuable orders and to make payment directly to our authorized distributor for prompt supply. This authorization will remain valid for whole contract period.

[Signature with date, name and designation] For and on behalf of Messrs.  
[Name and address of Manufacturer]

**Note:**

This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

FORMAT FOR PERFORMANCE BANK GUARANTEE

**(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO**

BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT KOLKATA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT KOLKATA OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT KOLKATA. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To;  
The Director,  
National Food Laboratory Kolkata  
3 Kyd Street, Kolkata 700016 West Bengal State.

***LETTER OF GUARANTEE***

WHEREAS National Food Laboratory- Kolkata have invited Tenders vide Tender No Dt.....for Annual Rate Contract for purchase of Chemicals, Reagents, Glassware, Plasticware, refilling of gas cylinders and other Laboratory Consumables. The said tender document requires that any eligible successful tenderer (seller) wishing to supply the Chemicals, Reagents, Glassware, Plasticware, Gases and other Laboratory Consumables etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of “Director, National Food Laboratory- Kolkata” in the form of Bank Guarantee for Rs. and valid till [90 (ninety) days beyond the date of completion of the supply, installation, commissioning, and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to NFL-Kolkata on demand and without protest or demur Rs. .... We, (name of the bank and branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Food Laboratory Kolkata (Buyer). Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Rs.....(INR only). This Bank Guarantee shall be valid up to \_\_\_(date) and We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if Institution serve upon us a written claim or demand on or before (date). (Rupees This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:



Bank details of the Tenderer for release of payment

Name of the Beneficiary (fill in Capital Letter) As per Bank account															
Bank Account No. (Beneficiary)															
Name of the Bank:															
Name of the Branch															
Swift Code/BICCode (of needed)															
PAN No.															
Mobile No.															
Email ID:															

Name and Signature of the competent authority of the firm

Date and Seal