



सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान
CSIR-Indian Institute of Chemical Technology
आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) /ISO 9001 Organization (for Analytical Services)
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) / (Council of Scientific and Industrial Research)
तारनाका, उप्पल रोड, हैदराबाद, तेलंगाना राज्य, भारत. 500 007.
Tarnaka, Uppal Road, Hyderabad. Telangana, India. 500 007



NOTICE INVITING TENDERS

निविदा सं./ TENDER ENQUIRY No. - IICT/PUR/RC/REFILLING OF GASES/2024-25/RF

निविदा दस्तावेज / BID DOCUMENT FOR

सामग्रियों का विवरण / ITEMs DESCRIPTION

“ Supply & Refilling of Gas Cylinders ”

e-Bids under **TWO BID System** (Technical Bid and Financial / Price Bid) shall be submitted through Central Public Procurement Portal(CPPP) (URL:<https://etenders.gov.in/>) only

Bidder must necessarily comply with conditions of ‘Make in India(MII)’ Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India (Gol), as amended from time to time, as on the date of issue of tender and related instructions of the Gol.

सम्पर्क/ contact-

भंडार एव क्रय नियंत्रक

Controller of Stores & Purchase

सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान

CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

उप्पल रोड, तारनाका/Uppal Road, TARNAKA,

हैदराबाद/ Hyderabad – 500 007

(तेलंगाना /TELANGANA), भारत/ INDIA

दूरभाष/Ph: +91-40-27191245 / 2719 1243 / 27191241 / 2719 1246

ईमेल /E-Mail: csiriicthyd@csiriict.in; cosp@iict.res.in; spodk@iict.res.in

Website: <http://www.iictindia.org>

No. - IICT/PUR/RC/REFILLING OF GASES/2024-25 /RF

Dt: 31-07-2024

The Director, CSIR-Indian Institute of Chemical Technology, Tarnaka, Uppal Road, Hyderabad- 500 007, Telangana, India, is desirous of entering into an **Annual Rate Contract for One year (extendable to the second year) for the Refilling of the below mentioned High Purity Grade Gases** and invites **online bids** from interested manufacturers, their authorized distributors/stockiest/dealers etc having supply point in and around Hyderabad.

It may be noted that the Rate Contract shall be concluded on a *fixed price basis* which would be valid during the period of the contract without any firm commitment on our part for assuring any minimum quantum of business.

The Rate Contract order will be stands for **One year** (extendable to the second year) period in bulk quantities and the gases will be supplied as per our requirement which is intimated to you in advance.

This Institute is inviting rate contract proposals for refilling and supply of the cylinders of the following High Purity Grade Gases:

(Cylinder capacity for refilling is 47 Litre water Capacity /Gas 7ccum).

1. Nitrogen Gas-High Purity Grade (99.999%)
2. Argon Gas- High Purity Grade
3. (99.999%)
4. Hydrogen Gas-High Purity Grade (99.999%)
5. Zero Air (99.95%)
6. Oxygen Gas Commercial (99.5%)
7. Dissolved Acetylene Gas
8. Carbon Dioxide (99.999%)
9. Medical Oxygen (99.95%)
10. Oxygen Iolar Grade (99.95%)

CRITICAL DATE SHEET

| क्रमांक Sl. No. | प्रक्रमStage | दिनांकऔरसमयDate & Time |
|--------------------|--|---|
| 1. | प्रकाशन का दिनांकऔर समय Publish Date & Time | 31.07.2024 1700hrs IST |
| 2. | दस्तावेजविक्रय / डाउनलोडकाप्रारंभदिनांकऔरसमय Sale /document Download Start Date & Time | 31.07.20241800hrs IST |
| 3. | संदेह / सवालपूछनेकीअंतिमदिनांकऔरसमय Last Date & time for receipt of queries | NOT APPLICABLE |
| 4. | बोलीपूर्वसम्मेलन, यदिहोगे Pre-bid Conference, if any | NOT APPLICABLE |
| 5. | बोली जमा करने की प्रारंभिक दिनांक और समय Bid Submission Start Date & time | 01.08.2024 9.30hrs IST |
| 6. | बोली जमा करने की अंतिम दिनांक और समय Bid Submission End Date & Time | 20.08.2024 1300hrs IST |
| 7. | बोली खोले जाने की दिनांकऔर समय Bid Opening Date & Time | 21.08.2024 1430HRS IST |
| 8. | Bid Validity | 90 days from the date of opening of tender. |

Chapter – I

Terms & Conditions:

Purchaser follows Govt. of India's public procurement policies:

Important Note for MSEs / Start Up India / Make In India - DPIIT Policy Bidders · Although provisions related to Government's public procurement purchase preference policy are briefly stated in the tender document under relevant clauses. Any bidder seeking exemptions / benefits / preferences under MSEs / Start Up India / Make in India / DPIIT, Ministry of Commerce and Industry policy or any other policy / scheme of the Government of India, which is currently in force **MUST** specifically **declare** its eligibility in "**Bidder Information Form**" to avail the benefit/preference sought under the relevant policy of the Government at the time of bid submission itself while enclosing all supporting documents / certificates etc. for claiming such benefits, if so desired . The bidder must also clearly highlight the provisions of the specific policy with respect to the benefit/preference being sought by the bidder for which it meets the eligibility conditions with relevant documents in support of the same.

IF THE BIDDER FAILS TO DECLARE ITS STATUS AND/ OR FAILS TO CLAIM THE ELIGIBLE SPECIFIC POLCIY BENEFIT/ PREFERENCE/ EXEMPTION ETC. AND/OR FAIL TO SUBMIT NECESSARY DOCUMENTS/ CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM FOR SUCH BENEFIT SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS.

I. Price

1.1 The tenderers are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand of the product(s) for which they are submitting the RC proposal. The bidder must undertake that the prices mentioned in their price list are valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices the same should be notified to us. Alongside, if any special promotional marketing scheme(s) is/are launched, the same must be made available to CSIR-IICT, Hyderabad.

1.2 The bidder should ensure that the prices quoted are FOR, CSIR-IICT, Hyderabad basis, including its unloading at IICT as per the purchase order and inclusive of all taxes and duties. In case of temperature controlled products, necessary precautionary measures shall be taken so that the item(s) remain in the specified temperature till its delivery to the end user.

1.3 The prices are fixed during the currency of RC and the end users of the institute shall procure the rate contract item(s) through cash or emergency basis in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract, the prices for RC shall be modified suitably with intimation to the bidder.

1.4 The bidder shall submit sufficient copies of both hard and soft copies of the pricelist duly signed and stamped so that the accessibility of prices will be user friendly. In case if the pricelist is not supplied, the bidder must undertake to supply as per the last pricelist.

1.5 Eligibility criteria is; the firm must have supplied these Gases under consideration to any government establishment (kindly furnish relevant purchase order(s) copy). If any gases supplied during the last 2 years and the party should furnish a relevant documents.

1.6 The Bidder should submit the Test Certificate along with the supply.

1.7 The Price Submitted in the BOQ/Price bid of Cylinder should also include transportation charges, the purging charges and valve testing should be submitted in BOQ. Based on total landing cost of refilling of cylinders, the **lowest (L1) bidder** will be awarded the RC PO/Contract. The supplier should upload price in BOQ as well as in PDF in support of BOQ. However, valve replacement charges for each cylinder can be indicated separately mentioned in PDF.

II. Evaluation of the bids

1.1 The evaluation of the bids shall be done by a committee who shall scrutinize all the bids received *vis-a-vis* the requirement of CSIR-IICT.

1.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids, bids without any bid security and unsigned bids shall be rejected as non responsive without any further evaluation.

1.3 Bids not supported by the eligibility criteria shall be summarily rejected.

1.4 The prices quoted must include the prices of goods up to CSIR –IICT Stores on door delivery basis inclusive of freight, insurance, transportation, labour etc. The bifurcation of basic price and applicable taxes can be indicated accordingly in BOQ and hard copy of the price bid also may be uploaded along with BOQ in the same format, in support of the same.

III. Product Quality

The manufacturer/bidder should give an undertaking stating that the products they are offering are new, unused, and genuine. In case it is found that the product is spurious, the bidder shall be barred from doing any business with CSIR for a period which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at free of cost.

IV. Delivery

1.1 The ordered items must be delivered at CSIR-IICT unless otherwise specified in the purchase order within a period of 10 (ten) working days from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:30 AM to 5:00 PM except on Saturday, Sunday and other public holidays.

1.2 All the perishables/hazardous item(s) shall be checked in the presence of the representative of the bidder and the user, as per requirement.

1.3 The bidder is at liberty to execute the supply of the ordered material in a staggered manner i.e, maximum of *three* staggered deliveries shall be allowed per purchase order under RC within the delivery schedule. But, in case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use.

1.4 A penalty of 0.5 (point five) per cent per week of delay subject to a maximum of 10 (ten) per cent shall be levied in cases where ordered goods are delayed beyond the schedule delivery period.

V. Payment

1.1 Payment for the supply of materials shall be made against delivery after the same are checked and found that the item(s) is/are in order by the end user. The bidder has to submit Test Certificate of the material and a pre-receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose.

The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

1.2 No payment shall be made for part supplies under normal circumstances. CSIR-IICT reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.

1.4 It is informed with reference to imports IICT is eligible for the levy of concessional customs duty/GST [@ 5%] as per GOI notifications Nos. 43/17 Customs, dt. 30/6/20-17, 10/2018, Integrated Tax, dt. 25/01/2018, 45/17, Union Territory Tax dt. 14/11/2017, 09/2018 Central Tax Dt. 25/01/2018 and 51/96 - Customs dt. 23/7/1996 and the DSIR letter No. TU/V/RG-CDE (63)2017, dt. 24/8/2016. However, note that GST has to be paid at the applicable rate.

VI. Order amendments

On receipt of the Purchase Order, the Bidder shall check the correctness of the rates and, terms and conditions of the Purchase Order. In case of any corrections the same should be brought to the notice of the CSIR-IICT for the issue of necessary amendment letter. In case no reply is received from the bidder within *three* working days after the receipt of the Purchase Order, no further amendments shall be allowed on the purchase order and the bidder shall have to supply materials as per the order.

VII. Fall Clause

1.1 The rate contract shall be guided by the fall clause wherein if the rate contract holder reduces its price or sells or even offers to sale the rate contract goods following conditions of sales similar to those of the rate contract to any person or organization during the currency of the rate contract, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly.

1.2 An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government agencies/Institution and the discount offered is not less than the discount offered to any other Government agencies/Institution. In case any such discrepancy is noticed they shall refund the difference amount to CSIR-IICT, Hyderabad and also rate contract is liable to be cancelled.

1.2 Parallel Rate Contract: CSIR-IICT reserves the right to conclude more than one rate contract for the same Brand and has the option to re-negotiate the price(s) with the rate contract holder(s). The Institute is at liberty to resort to any alternative mode of procurement for RC items, if considered necessary.

VIII. Evaluation of the bids

1.1 The evaluation of the bids shall be done by the Institute all the bids received shall be scrutinized *vis-a-vis* the tendered requirement of CSIR-IICT.

1.2 The bids which are incomplete, not in conformity with the terms and conditions of the bid, conditional bids, bids without any bid security, shall be rejected as non-responsive without any further evaluation.

1.3 Bids not supported by the eligibility criteria shall be summarily rejected.

1.4 All the bids where the maximum discount is offered shall be processed for finalization of the rate contract.

1.5 Bidders may be called for discussion before the finalization of the rate contract.

1.6 Notwithstanding anything contained above, preference shall be given to the firms registered under “**Make in India**” and **MSME**, provided they furnish necessary document as per the applicable policy of the Government of India for claiming such benefits.

XI. Purchase Orders under the rate Contract

1.1 Bidders may note that mere conclusion of rate contract does not guarantee placement of purchase order, rather the orders shall be placed based upon the demand from the users.

1.2 Purchase Orders placed till the last working day of the rate contract should be honoured and executed under the rate contract without any need for extension of the rate contract.

XII. Bid Security

The bids shall accompany a Bid Security Declaration as per the format available in the bid document. Failure to submit the BSD shall render the bid as invalid.

XIV. Settlement of Disputes

1.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract

1.2 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.

1.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises 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 party 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), New Delhi**. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

1.5 Notwithstanding, any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

1.6 All disputes are amenable to applicable Indian Law and subject to jurisdiction of the competent court at Hyderabad only.

1.7 The rate contract can be terminated without any notice in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. The successful tenderer is obligated to return all the cylinders of the Institute taken for refilling, failing which the Institute reserves the right to invoke the Performance Bank Guarantee (PBG)/ performance security (PS) and also recover the amount from any amount due and payable to the supplier.

1.8 The Director, CSIR-IICT reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

Note:

- I. **RC bids** will be invited /accepted only from the firms who are the original manufacturer of products offered under RC or suppliers having authorized dealership/ agency. The bidder shall comply with all the statutory requirements prescribed by the Govt. for storage, distribution and supply of these gases.

ii. The bidder must furnish a declaration/undertaking to the effect that the gases for which RC bids are being submitted by them are **not made available in the GEM portal** by the manufacturer/bidder either directly or through its authorized channel partner/ distributor or otherwise as on the date of submission of the bid. In case the offered items are made available in GEM **Portal** subsequently, RC holder must intimate the purchaser about the same in writing and ensure not to supply such products to this office under RC, even in case of issue of any inadvertent RC order for such products which became/made available in GeM subsequently. Failure to intimate the same shall amount to violation of the “Code of Integrity in public procurement’ due to wilful concealment of material information and the purchaser reserves the right to initiate appropriate punitive action against such deviant bidders, which may include holiday listing, debarment or black listing of such firms from doing business with any of the labs of CSIR/Govt. entity, as deemed appropriate subject to the approval of the Competent Authority for the same.

iii. The products offered by the bidders shall comply with requirements of ‘Make in India (MII) policy of the Govt. of India, as made applicable by the Govt. of India from time to time. Certificate/ declaration in this regard need to be mandatorily furnished by the bidders in the prescribed format, as per the tender document.

iv. Certificate/ declaration with regard to compliance of the ‘Land Border restrictions’ imposed by the Govt. of India need to be mandatorily furnished by the bidders in the prescribed format, as per the tender document. Items of foreign origin can be considered in accordance with strict compliance of the MII policy and ‘Land Border restrictions’, as mentioned above, subject to the decision of the competent authority of this Institute.

v. Bidders may note that quoted cost for refilling of cylinders shall include –

i. Collection of empty IICT cylinders from CSIR-IICT Stores

ii. Delivery of filled IICT cylinders from CSIR-IICT Stores

iii. All necessary arrangement including labour and transportation shall be included in refilling cost of cylinders, no separate charges shall be paid for the same.

vi. Required Test and purity certificate for the supplied gases offered by the bidder by the competent agency/original manufacturer is mandatory.

vii. Test Certificate/Purging of cylinder whenever is required should be done whenever required.

viii. Valve testing and replacement should be done when ever required with the prior approval of this office. Charges of valve replacement may be indicated separately.

ix. Successful bidder will be required to submit a **Performance Bank Guarantee(PBG)/ Performance Security(PS) of Rs. 1.50 Lakh** in the prescribed CSIR format.

v. The bidder has to accept all the terms and conditions of the tender unconditionally.

vi. Bidders must submit all the following documents.

- 1) All the standard formats are scanned and attached for the reference of the bidders.
- 2) Interested bidders are hereby requested to submit their quotation for Refiling of Gas Cylinders mentioned above along with Bid Security Declaration(**BSD**).
- 3) The bid must have the following documents failing which the bid shall be considered as Non-responsive.
 - a. A certificate agreeing to the all the terms and conditions of the tender. Alternatively they can sign and stamp a copy of tendered document as a token of unconditional acceptance of the tendered terms and conditions.
 - b. Certified copy of the agency agreement between the principal and the agent. **(MAF)** Manufacturer's authorization form. **Tender specific authorization** from manufacturer, if dealer / agency is submitting the bid.
 - c. Documents pertaining to Eligibility Certificate.
 - d. Bid Security Declaration (BSD).
 - e. Since uninterrupted and timely refiling of cylinders is of critical importance for R&D activities of the Institute, the Bidder/ dealer should be located in and around Hyderabad and in a position to supply the filling of gas cylinders on door delivery basis to CSIR –IICT stores. Details of point / address of local supply in and around Hyderabad to be indicated mandatorily.
 - f. Certificate stating that the goods are not available in GeM. In case if the goods are available under GeM, no rate contract shall be concluded.
 - g. **Experience to have one similar order of supply to any Govt/CSIR or major private organization may be added to ensure credentials.**

Chapter - II

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal. More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>

I. Registration

1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPPP Portal is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address, landline and mobile number(s) as part of the registration process. These would be used for any communication from the CPPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC), (Class III Certificates with signing key usage) issued by any Certifying Authority recognised by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.

1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to its misuse.

1.6 Bidder then logs into the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

II. Searching for tender documents

1.1 There are various search options built in the CPPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc., to search for a tender published on the CPPP Portal.

1.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective My Tenders' folder. This would enable the CPPP Portal to intimate the bidders through SMS/E-mail in case of any corrigendum issued to the tender document.

1.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

III. Preparation of bids

1.1 *Bidder should take into account any corrigendum published on the tender document before submitting their bids.*

1.2 *Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.*

1.3 *Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.*

1.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space", or "Other Important Documents", area available to them to upload such documents. These documents may be directly submitted from the "My Space", area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidder's to ease the uploading process. If Bidder has uploaded his documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

IV. Submission of bids

1.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid on time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

1.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

1.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. Bidders shall fill all the cells which are designated to be filled by them. If any cell is left blank or filled with 0 (zero) then it will be presumed that no discount is offered on price list.

1.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

1.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

1.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.9 Upon the successful and timely submission of bids i.e., after Clicking "Freeze Bid Submission", in the portal, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

1.10 Kindly, add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an *entry pass* for any bid opening meetings.

V. Assistance to the bidders

1.1 Any queries pertaining to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

1.2 Any queries pertaining to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPPP Portal Helpdesk.

1.3 Tenderers are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://etender.gov.in/eprocure/app>.

1.4 Tender Documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring Bidder's who have not enrolled/registered in e-procurement should enrol/register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

1.5 Tenderers can access tender documents on the website (For searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select 'Council of Scientific and Industrial Research', in organization tab and select IICT-Hyderabad - CSIR in department type. Thereafter, Click on "Search", button to view all CSIR-IICT, Hyderabad tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in> as per the schedule given in the next page.

1.6 As an alternative, the bidding documents can be downloaded directly from our website www.iictindia.org at free of cost. All bids both Technical and Financial should preferably be submitted in the E-procurement portal at <https://www.etenders.gov.in>.

The address for obtaining further information:

**CONTROLLER OF STORES & PURCHASE,
CSIR-IICT, Uppal Road,
Tarnaka, Hyderabad - 500007, India.
Tel # : 00 91 40 2719 1241/1243/1245
Email: csiriicthyd@csiriict.in / spodk@iict.res.in
Website: www.iictindia.org**

Sd/-
(Dharmendra Kumar)
Controller of Stores & Purchase Officer
For and on behalf of CSIR

Chapter – III**STANDARD FORMS****Bidder Information Form**

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of _____ pages

| | |
|-----|--|
| 01. | Bidder's Legal Name <i>[insert Bidder's legal name]</i> |
| 02. | In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> |
| 03. | Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i> |
| 04. | Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i> |
| 05. | Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i> |
| 06 | NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE: |
| 07. | Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 08 | COUNTRY OF ORIGIN OF PRODUCT (S): |
| 09 | ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER: |
| 10 | Detailed address of point of local supply for refilling of cylinder located in and around Hyderabad - |
| 11 | If item is imported and is from a country sharing land border with India, then |
| | Registration certificate details like number, date and validity date: |

| | |
|-----|---|
| 12 | <p>Are you a MSE registered for the Item under procurement: if Yes, then furnish details of the certificate, date and validity along with copy of the same.</p> <p>Do you intend to opt for the purchase preference policies of the Government of India as applicable to MSEs in this tender?? If So, write Yes</p> |
| 13 | <p>Do you intend to opt for the purchase preference policies of Government of India as applicable by “Make in India(MII) order/ circular? If So, write Yes</p> |
| 14 | <p>Are you Class I Vendor or Class II Vendor as defined by Make in India (MII) Policy of the Govt. of India. It is mandatory to attach the certificate from the OEM for Local content percentage and place of value addition.</p> |
| 15. | <p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p>Articles of Incorporation or Registration of firm named in 1, above.</p> |
| 16. | <p>Whether bidder intends to claim the benefit of purchase preference in under the MSEs Policy and Make in India policy of the Govt. of India with reference to point 11, 12 & 13 above. If yes, please specifically indicate your status as the bidder under one of the following category in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 –</p> <ul style="list-style-type: none"> i. “MSE Class-I local supplier”, or ii. ‘MSE but non-Class-I local supplier” or iii. ‘Non-MSE but Class-I local supplier” or iv. ‘Non-MSE non-Class-I local supplier’ <p><u>(Delete or Strike out, whichever not applicable. Write “NO” if none of above four category is applicable. For claiming benefit please specify and attach supporting documents, failing which CSIR-IICT will not be responsible for inadvertent non-extension of eligible benefit).</u></p> |

Signature of Bidder _____

Name _____

Business Address _____

Manufacturer's Authorization Form (MAF)

[The Bidder shall ensure that the Manufacturer shall 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 the 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 in accordance with Clause 21 of the General Conditions of Contract, 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]*

The technical and commercial deviations should be indicated separately.

✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.
Place:

Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Eligibility Certificate

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased and further we hereby declare that, we meet all the eligibility criteria mentioned in the tender document and hence eligible for this Invitation of Bids/Tender No. _____ dated _____. We agree that our bid shall be rejected if anything contrary to the above is noticed at any stage while procuring the material under consideration.

Authorized Signatory

Name: _____

Designation: _____

On the letter head of the firm submitting the bid document

ANNEXURE 'IV'

Bid Form

To

The Director,
CSIR – Indian Institute of Chemical Technology(IICT),
Hyderabad- 500007.

Ref: IICT/PUR/RC/REFILLING OF GASES/2024-25/RF

Sir,

Having examined the bidding documents, we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods at the prices and rates mentioned in our price list/CD/DVD.

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net Dealer Price only.

1. Name of the original Manufacturer(s) :
2. Make / Brand(s) :
3. Agreeing for liquidated damages / Penalty clause : YES / NO
4. Delivery Period:
5. Validity Period:
6. Agreeing for Payment terms: **100% on Bill basis within 30 days after satisfactory receipt of material in good condition**
7. Furnished Clients list:
8. Manufacturer/ Bidder should enclose:
 - A. GST Registration Certificate
 - B. PAN No.
 - C. Profile of the firm & Client list
9. Compliance with National/International Standards:
10. If Dealer, then authorization letter from Manufacturer.
11. Rate contract copies with other Research Institutions.

12. Bank Details for e-payment.

- a) Name of the Vendor /Account holder:
- b) Name of the Bank and Branch:
- c) Bank Account No:
- d) Type of Account:
- e) Address of the Branch

13. a) Agree for free delivery at CSIR-IICT Stores - YES / NO

Discount from Manufacturer (must be stated) _____

14. Any further discount from dealer (must be stated) _____

15. Supply through (Tick either a or b)

- a) Direct
- b) Authorized dealer: Name _____
Address _____

Phone No. _____
e-mail _____

- A. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.
- B. The prices quoted are inclusive of all charges net for Free delivery at CSIR – IICT, Hyderabad
- C. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- D. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is :

- E. A Sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake that, until a format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this _____ day of _____ 2025

Signature of Bidder

Details of enclosures

Full Address :

Telephone No. :

e-mail :

COMPANY SEAL :

Bid-Securing Declaration (BSD)

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We, accept that I/We may be disqualified from bidding for any contract with you for a period of **one year** from the date of notification, if I am/we are in a breach of any obligation(s) under the bid conditions, because I/We,

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I /We is/are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorised to sign the bid for an on behalf of: (insert complete name of the bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

CERTIFICATE FOR CLASS-I or CLASS – II LOCAL SUPPLIER

We hereby declare that the items under our Quotation No. _____
 _____ in the brand name of _____ &
 _____ are manufactured at _____

Hence, its contains the local content of

- a) More than 50%
- b) More than 20% and Less than 50%

Strike out whichever is not applicable

as defined under the 'Make in India(MII) policy' of the Department for Promotion of Industry & Internal Trade(DPIIT), Govt of India, as amended from time to time.

The value addition for the local content is done at (Name of the place)
 _____.

The Country of Origin of the item(s) is/are _____.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Signature

Note: The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____ Date _____

To,

The Director,
CSIR-IICT,
Hyderabad – 500007.

With reference to our Ref./Tender No. _____ Dated _____
and our **Quotation No.** _____ **dt.** _____, I/We hereby declare that
we shall abide by the “**Code of Integrity for Public Procurement**” and have no conflict
of interest.

The details of any previous transgressions of the code of integrity with any entity in any
country during the last three years or of being debarred by any other Procuring Entity are
as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of
transgression/ contravention of this code.

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Undertaking on Non-availability of quoted product in GeM

Dt.

Ref. No: _____ Date _____

To,
The Director,
CSIR-IICT,
Hyderabad – 500007.

I/We **confirm and certify** that the product offered for Rate Contract against present tender of CSIR-IICT are not being sold by (Name of Manufacturer either directly or through any of our duly authorized dealer currently in GeM Portal of the Govt. of India. If any product of catalogue quoted in present tender is subsequently offered on GeM portal at any point of time subsequent to issue of RC order, same may be promptly brought into the notice of CSIR-IICT, Hyderabad immediately to procure the same through GeM, if so required by your Institute.

I/We undertake that we shall be liable for any punitive action in case of transgression/contravention of said undertaking.

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called “the Purchaser”), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the

Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- € General Conditions of Contract

- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- € The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award

- (g) *[Add here any other document(s)]*

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial

Research Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]* Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Check List: Duly filled check list to be submitted along with the technical bid

| SI/NO. | Requirement of Tender | Compliance | Document submitted |
|---------------|--|-------------------|---------------------------|
| 1 | Documents regarding the eligibility criteria | Yes/No | Yes/No |
| 2 | Tender Acceptance | Yes/No | Yes/No |
| 3 | EMD/Bid Security (if applicable) | Yes/No | Yes/No |
| 4 | Bidder Information Form | Yes/No | Yes/No |
| 5 | Manufacturers Authorization Form (MAF)-Tender specific | Yes/No | Yes/No |
| 6 | Required Test certificate of the gases offered by the competent agency | Yes/No | Yes/No |
| 7 | Certified copy of the agency agreement between the principal and the agent. (MAF), if any | Yes/No | Yes/No |
| 8 | Format for declaration by the Bidder for Code of Integrity & conflict of interest | Yes/No | Yes/No |
| 9 | Certificate For Class-I or Class – II Local Supplier, in terms of Make in India policy (MII) | Yes/No | Yes/No |
| 10 | Eligibility Criteria | Yes/No | Yes/No |

Some important terms and conditions governing the rate contract are as under:-

1. The Rate Contract shall be initially valid for one year from the date of Award of Contract and the same can be extended for a period of one year on the existing rate and terms and conditions on satisfactory service by the service provider at the discretion of CSIR-IICT. If required, the after issue of purchase order the successful bidder may also be asked to execute a **contract agreement** on Non-Judicial stamp paper in the prescribed format attached to this document in pursuance of proposed RC order.
2. The Rate Contract is concluded on a fixed price basis which would be valid for entire duration of rate contract without any firm commitment on our part for assuring any minimum quantum of business. The rate of the gas, applicable GST/IGST and to and fro loading and transportation charges up to CSIR-IICT stores have been mentioned as above towards final landing cost to arrive at the lowest price.
3. The specific Purchase Orders under this Rate Contracts will be placed by the Officers concerned of CSIR-IICT separately. Accordingly, the supplies should be delivered at CSIR-IICT Stores as per the specific Purchase Order. The bills raised in the name of Director, CSIR-IICT should be drawn/submitted and processed accordingly with CSIR-IICT, Hyderabad.
4. Purity levels must be as per our requirement. Certificate of purity for gases should be submitted for the supply of filled gas cylinder(s).
5. Cylinder should be neatly sealed after filling the gas. Please ensure that the cylinder should be fitted with valve guard.
6. On receipt of empty cylinders from CSIR-IICT, Hyderabad you should acknowledge the same by furnishing the details i.e., numbers, type and delivery period on your letterhead.
7. You will arrange to and fro delivery of filled cylinder and taking back empty cylinders from CSIR-IICT, Hyderabad as per the above mentioned rates.
8. **PAYMENT ON SUPPLY OF GASES:** Payment will be made by NEFT/RTGS only within 30 days from the date of acceptance of material subsequent to receipt of the same in good condition. Bill should be sent in triplicate for payment and should be pre-receipted with a revenue stamp. Advance payment will not be made. Certified copy of your latest Bank account detail consisting of Name of the Bank, Bank Account Name, Account Number, and IFSC code, GSTIN AND PAN Nos., etc in order to enable CSIR-IICT, Hyderabad to manage payments through NEFT/RTGS.

9. GST NUMBER OF CSIR-IICT, HYDERABAD: Our GST number is **36AAATC2716R2ZF**. This number should invariably be mentioned in your tax invoice (s) on the subsequent bill(s) for supply of gases against our Purchase Order(s).
10. The RC holder shall on receipt of PO check for its correctness as per the terms and conditions of RC and take of the matter with CSIR-IICT for corrections and amendments, if any, in order to avoid any dispute at a later stage. In case, higher rates have been inadvertently mentioned for any particular item, the R/C holder must inform CSIR-IICT about the same and proceed with the supplies as per the R/C approved rate only. Similarly, if any non-consumable items have been inadvertently ordered bill of such Purchase Orders should not be executed but brought to the knowledge of CSIR-IICT immediately for cancellation and further appropriate action. The supplies, if any of non-consumable items made supposedly under the preview of R/C would be at your cost or and risk.
11. The Rate and items of the rate contract would also be applicable for the purchases made by the scientist/student of CSIR-IICT on cash purchase basis and hence, the firms or their Agents are not allowed to charge higher prices than those approved under the RC.
12. The Rate Contract does not assure any minimum quantity of business or purchase order. In case of requirement, CSIR-IICT may purchase the same items through adhoc contract from any other supplier under any alternate mode of procurement.

भवदीय/ Yours faithfully,

(धर्मेन्द्र कुमार /Dharmendra Kumar)
भंडार एवं क्रय नियंत्रक
Controller of Stores & Purchase