



सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR – NATIONAL METALLURGICAL LABORATORY
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् Council of Scientific & Industrial Research)
Burmamines, Jamshedpur – 831007, Jharkhand

दूरभाष Telephone :06572345125/132/127

ई-मेल Email: spo@nmlindia.org Website: www.nmlindia.org

No. NML/GAS-RC/SM/22-23

Date: 21.04.2022

TENDER FOR RATE CONTRACT OF SUPPLY OF HIGH PURITY GASES IN YOUR CYLINDERS ON RENTAL BASIS.

CSIR- National Metallurgical Laboratory (NML), Jamshedpur is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India).

Director, CSIR - National Metallurgical Laboratory, Jamshedpur - 831007, INDIA, (NML) invites tender through www.etenders.gov.in from Manufacturers/Authorized Dealers of high purity & specialty gases for Lab uses listed below. **The tender is only open for local suppliers as per Public procurement Preference to Make in India, Order No.P-45021/2/2017-PP (BE-II) dt 16th September, 2020. The tender is only open for dealers operating in and around Jamshedpur/Jharkhand.**

This rate contract would be operated for one year after Award of Letter. It may be noted that the Rate Contract shall be concluded on a fixed price basis which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. On review, if the performance of the firm is found satisfactory, the rate contract may be renewed on yearly basis for a period of another one year subject to the discount and all other agreed terms and conditions being the same.

Sl. No.	Tender No.	Description of items	Single/ Double Bid	Bid Security
1	NML/GAS-RC/SM/22-23	Annual Rate Contract For Refilling of High Purity Gases.	Single Stage- Two Bid	Bid Securing Declaration to be submitted

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-NML Website, www.nmlindia.org. The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. There is no tender fee.
2. The address for any official correspondence/clarification, if any:
CONTROLLER OF STORES & PURCHASE,
CSIR-NATIONAL METALLURGICAL LABORATORY
Burmamines, Jamshedpur-831007
(JHARKHAND) - INDIA
Tel : 06572345125/132/127
Email: spo@nmlindia.org

Director, CSIR-National Metallurgical Laboratory (NML), Jamshedpur reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

Gas Type	Purity	No of Cylinders required (Unit/Year)
Argon	IOLAR 1 Pressure: 230kg/cm2, Gas content 11.1Cum, Cylinder water capacity: 47 Litres Carbon Steel Gas Content: 11.1Cum	355
Oxygen	XL Pressure: 230kg/cm2, Gas content 11.1Cum, Cylinder water capacity: 47 Litres Carbon Steel	96
Oxygen	IOLAR 1 Pressure: 230kg/cm2, Gas content 11.1Cum, Cylinder water capacity: 47 Litres Carbon Steel	37
Industrial Oxygen Oxygen	99.5% Gas Content 7.0 Cum, Cylinder water capacity: 47 Litres Carbon Steel	10
Compressed Oxygen	99.996 Gas Content 7.1 Cum, Cylinder water capacity: 47 Litres Carbon Steel	10
Nitrogen IOLAR 1	IOLAR 1 Pressure: 230kg/cm2, Gas Content: 7.1 Cum, Cylinder water capacity: 47 Litres Carbon Steel Gas Content: 9.88Cum	483
Hydrogen	XL , Pressure, 140 Bar, Cylinder water capacity: 47 Litres Carbon Steel	21
Hydrogen High Purity	99.999%, 140 Bar, Cylinder water capacity: 47 Litres Carbon Steel	72
Acetylene	XL, Gas Content : 5.6 Cum, Cylinder water capacity: 41 Litres Carbon Steel	10

Critical Date Sheet

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	21-04-2022 , 06:30 pm
2.	Sale/document Download Start Date & Time	21-04-2022, 06:30 pm
3.	Bid Submission Start Date & time	21-04-2022, 06:30 pm
4.	Bid Submission End Date & time	12-05-2022 , 03:00 pm
5.	Technical Bid Opening Date & Time	13-05-2022 , 03:00 pm
6.	Price Bid Opening Date & Time	To be intimated later
7.	Award of Contract	To be intimated later

Submission of Bid:

1. Documents comprising Two Bid (Technical Bid & Price Bid)

Technical bid should comprise of all the documents/credentials (as mentioned in Tender Document)
Price Bid should comprise of BOQ.

2. Bill of Quantity (BOQ)- Price bid

Bidders should necessarily submit their financial bids in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

3. Eligibility Criteria:

- a. The bidder must have supplied or have Rate Contract for the Gases under consideration to any government establishment (kindly furnish at least three relevant purchase orders copies or one Rate Contract copy).
- b. A sound financial Standing of bidder should be considered. Turnover shall not be less than 50 lakhs in previous financial years (submit document certified by CA)
- c. An undertaking that all cylinders supplied by the firm must strictly be made as per regulatory requirements including filling norms. Each and every cylinder should be hydro-tested and valid.
- d. A requisite certificate/License to sell/refill these types of gases must be submitted.
- e. The Bidder should submit the Test Report of gas purity from NABL/ILAC accredited Lab to prove conformity to specification along with the supply (Annexure-E).
- f. The firm willing to participate in the bidding should be based in and around Jamshedpur/Jharkhand.
- g. Only class-I Local Supplier and class-II Local Supplier defined under the Department of Promotion of Industry and Internal Trade (DPIIT) order date 16th September, 2020 shall be eligible to participate (Annexure-H).
- h. All other mandatory formats as asked in the Tender Documents.
- i. Failing to submit the above documents as asked shall be liable for rejection of bid.

Important Note:

- **CSIR- NML would also provide the desired documents as mandated under notification No. 45/2017 and 47/2017 of Ministry of Finance for availing concessional GST/ IGST @ 5%.**

Evaluation criteria for supply of high purity & specialty gases

Bidders have to quote their unit prices only in BOQ format. Price evaluation of technically qualified bidders shall be done on total lowest value basis and not on item-wise basis.

- a. Vendor to quote for supply of high purity gases on rental basis as indicated in BOQ.
- b. Bidder must quote the unit price per cylinder basis as per the list.
- c. A rent free period of 60 days shall be preferred for all gases.
- d. Rental for cylinder per day beyond the free period should be quoted in the BOQ.
- e. No separate transportation charges will be paid and price should be quoted on F.O.R. basis Supply of filled cylinders to NML, Jamshedpur and collection of empty cylinders from NML's premise will be the responsibility of supplier and NML shall not bear cost regarding this.
- f. **The dealers of manufacturers having minimum local content of 20% and more or 50% and more are eligible to participate as per public procurement preference to Make In India, Order No.P-45021/2/2017-PP (BE-II) dated 16th September, 2020.**
- g. Bidder shall quote unit rate on per cylinder basis as per the list.
- h. **The following documents are to be submitted to be eligible for award of rate contract :**
 - i. Bidder's Information Form. (Annexure A)
 - ii. Bid Acceptance Form – (Annexure-B)
 - iii. Bidders not having a land border with India are to submit (Annexure – C.)
 - iv. Bid Securing Declaration Form – (Annexure- D)
 - v. Undertaking for Purity of Gas & Test Certificate for cylinder (Annexure – E).
 - vi. Code of Integrity & no conflict of interest for Certificate (Annexure-F)
 - vii. Manufacturer Authorization Certificate (MAF) as per (Annexure-G)
 - viii. Self Certification for Make in India (Annexure-H)
 - ix. Performance Security Certificate format (Annexure-I)
 - x. Certificate/License to sell/refill the types of gases offered in the bid.

- xi. Furnish at least three relevant purchase order(s) copy or one Rate Contract Order copy as indicated in the eligibility criteria.
- xii. Company Turnover in previous financial years (certified by CA) as indicated in 3.b.
- xiii. Undertaking that all cylinders to be supplied shall be as per regulatory requirements including filling norms. Each and every cylinder should be hydro-tested and valid.

Terms & Conditions

1. Price - The prices quoted should be F.O.R. CSIR – NML, Jamshedpur inclusive of all charges.

2. Taxes & Duties - CSIR- NML shall provide the desired documents as mandated under notification No. 45/2017 and 47/2017 of Ministry of Finance for availing concessional GST/ IGST @ 5%.

3. Product Quality The manufacturer/bidder should give an undertaking stating that the products they are offering are of highest quality. In case it is found that the product is spurious, the bidder shall be put on Holiday listing (temporary debarment or suspension)/Removal from list of registered vendors for a period of time as per Clause 3.7 of the CSIR Manual on Procurement of Goods 2019 and as specified by the decision making committee and competent authority of CSIR-NML. 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. It is also noted that: Certificate of purity and pressure should be given along with the supply. If it is found that the required purity and pressure is below the declared level, supplier will supply the gas free of cost including to & fro transportation cost without delay.

4. Delivery

- a) The ordered items must be delivered at CSIR-NML unless otherwise specified in the purchase order within a period of 5 (five) working days for all gases from the date of issue of purchase order. Supplies are normally accepted at Stores Receiving Section on all working days from 10:30 AM to 05:00 PM except on Saturday, Sunday and other public holidays.
- b) Empty cylinders will be picked up by the vendor from the premise of CSIR-NML without incurring any cost to CSIR-NML.
- c) 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 scheduled delivery period.
- d) All cylinders should be properly painted as per their respective colour code. The cylinder no., name of the company and name of gas cylinder contents should be clearly indicated on the neck of the cylinder.
- e) Normally, minimum order shall be **20 (Twenty)** cylinders at a time. However, in emergency, Minimum order quantity may vary.

5. Payment

100% payment for the supply of materials shall be made on bill basis normally within 30 days against delivery after the same are checked and found that the item(s) is/are in order by the end user and on receipt of a certificate from the CSIR-NML's end user. The bidder has to submit 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.

- 6.** Bids are invited from manufacturers OR their authorized dealers who are local supplier as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.

Class – I Local supplier – whose goods offered for procurement has local content equal to or more than 50% as defined below:

Class – II Local supplier – whose goods offered for procurement has local content equal to or more than 20% but less than 50% as defined below:

Local content : Means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Bidder is required to indicate percentage of local content and provide self-certification that the items offered meet the local content requirement for Class –I Local Supplier /Class – II Local Supplier as the case may be. Further the bidders shall also give details of the location(s) at which the local value addition is made.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 **for 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.

A supplier who has been debarred by any procuring entity for violation of above cited order **shall not be eligible for preference** under above Order **for procurement by any other procuring entity for the duration of the debarment.**

7. Requirement of Registration (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India " for the purpose of above order/ this tender means:-
 - a. An entity incorporated, established or registered in such a country ; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country ; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (Or other) agent of such an entity or
 - f. A natural Person who is a citizen of such a country ; or
 - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The Beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
 - b. "Control' Shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm., the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - VI. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSMEs must be registered with any of the following in order to avail the purchase preference:
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSM)
 - h) Udyam Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

The Purchase preference is applicable to MSEs (Micro & Small Enterprises only) subject to conditions given below:

- a) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

- b) Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
- c) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- d) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for preference.

8. Fall Clause

Fall Clause: The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the Tenderer **under the rate contract should in no event exceed the lowest price at which the Tenderer sells the stores of identical description to any other organization during the currency of rate contract under identical condition of sale.** If R/C holder reduces its price or sells or even offers to sell the same item/s at a reduced price during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the R/C.

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/Institutions. In case any such discrepancy is noticed they shall refund the amount to CSIR - NML and also Rate Contract is liable to be cancelled.

- 9. During the period of Rate contract, if any "Time Bound special Offer" is introduced by the awardee/s of ARC(Gas), the same must be intimated/offered by them in advance to CSIR-NML also. However, CSIR-NML shall have the right to reject or avail the offer.

- 10. The Bid Should remain valid for 90 days from the date of opening.

11. Code of Integrity

The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

Code of integrity for Public Procurement:

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

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

12. Settlement of Disputes

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.

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.

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

(a) 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 and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New

Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

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 to the Supplier.

13. Contract Agreement:-

The Successful bidder will sign a contract agreement as per the terms & conditions of Tender document.

14. Performance Security: -

a. The successful bidder has to submit performance security of Rs. 50,000/- at the time of signing the contract agreement. Format enclosed (Annexure I).

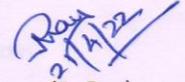
- b. Performance Security shall be submitted in the form of DD/Bank guarantee. The Bank Guarantee valid for a period of 14 months shall be submitted along with the order acknowledgment/at the time of signing the contract agreement.

15. Applicable Law: -

The contract shall be interpreted in accordance with the laws of the Union of India and all dispute shall be subject to place of Jurisdiction. The place of Jurisdiction is Jamshedpur, Jharkhand, India.

16. No Conditional bid will be accepted.

- 17. The Director, CSIR-NML reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annual the bidding process without assigning any reason.**



(R. Ray)

Controller of Stores & Purchase Officer
For & on behalf of CSIR-NML, Jamshedpur

ANNEXURE – ‘A’
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]*

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.	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>
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE 'B'

Bid Acceptance Form

(On the letter head of the firm submitting the bid document)

To:

Ref: **NML/GAS-RC/SM/22-23**

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 Bill of Quantity.

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.

The prices quoted are inclusive of all charges net Free delivery at Stores CSIR – NML.

Empty cylinders will be picked up from the premise of CSIR-NMML without incurring any cost to CSIR-NML

We enclose herewith the complete Financial Bid as required by you. This includes:

Price Schedule in .xls format.

We agree to abide by our offer for a period of one year extended to another one year after satisfactory performance and that we shall remain bound by a communication of acceptance within that time.

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:

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 or include any additions if required. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

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

Dated this day of _____ 2022

Signature of Bidder

Details of enclosures

FULL ADDRESS :
TELEPHONE NO :
FAX NO :
E-MAIL :
COMPANY SEAL :

ANNEXURE – ‘C’

Certificate with regard to the bidder not having a land border with India

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Tender No: _____

Date _____

To,
The Director,
CSIR-National Metallurgical Laboratory

Sir,

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. _____ is not from such a country.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

ANNEXURE-'D'

Bid Securing Declaration Form

Date: _____

Tender 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 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 refuse 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 am/we 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 authorized to sign
the bid for an on behalf of _____ (insert complete name of 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)

ANNEXURE 'E'

Format for Undertaking by the bidder for Purity of Gas and Test certificate for Cylinder
(On the Letter Head of the Bidder)

Ref.No: _____

Date: _____

To,

(Name & address of the Purchaser)

Sir,

I/We hereby undertake that:

1. Shall submit the Test Report of gas purity from NABL/ILAC accredited Lab to prove conformity to specification along with the supply
2. All cylinders supplied by us must strictly be made as per regulatory requirements including filling norms. Each and every cylinder supplied will be hydro-tested and valid.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory
Company)

ANNEXURE 'F'

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

Ref.No: _____

Date: _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under code of Integrity of Tender document 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.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory
Company)

Annexure 'G'

MANUFACTURERS' AUTHORIZATION FORM (In cases where manufacturers are quoting and do not want to supply directly)

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

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

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of **Ultra High Purity Gas**, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to supply the goods under Rate Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEXURE-H

Self Certification for Make in India

Reference: Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that as per the above referred Order based on the _____ percentage (supplier is required to indicate the percentage) of local content in the goods or services offered by us against tender No. _____, we are Class ____ (Supplier needs to mention whether Class-I local supplier or Class-II local supplier).

The details of the location(s) at which the local value addition is made is as below:

Sr. No.	Name of the Location	Full Address of the Location
1.		
2.		

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place:

Date:

Authorised Signatory.

Name:

Company Seal.

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS
(name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.