

## **BIDDOCUMENT (RATE CONTRACT FOR FY2022-23)**

### **NOTICE INVITING SEALED TENDERS FOR ARC (SINGLE BID)**

Sealed Tenders/Bids are invited on behalf of Director, TIFR Mumbai from reputed manufacturers / authorized distributors of Indian for award of Annual Rate Contract for supply of Gas for the FY 2022-23 as detail below :

NIT No TIFR/PD/ST22-26/220881

	Name of item	Capacity of each cylinder	Quantity	Total Number of Cyl.
1.	Annual Rate Contract for supply of Gases Carbon Dioxide Gas (Com. Grade)	31 Kg per Cyl	1240 Kg	40

<b>RC REGISTRATION FEES</b>	<b>Fees is Rs.0</b>
<b>EMD</b>	<b>Rs.1300/-</b>
<b>MODE OF PAYMENT OF RC FEES</b>	<b><u>Demand Draft</u></b> of any nationalized/commercial schedule bank. Demand Draft must be enclosed along with the quotation. Please mention firm name & contact no, tender ref no backside of demand draft.
<b>DD TO BE ISSUED IN FAVOUR OF</b>	<b><u>Tata Institute of Fundamental Research</u></b> , payable at Mumbai.
<b>TENDERS TO BE SUBMITTED TO</b>	Purchase Officer Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba Mumbai – 400 005
<b>LAST DATE &amp; TIME FOR SUBMISSION</b>	<b>28.09.2022 up to 17.30hrs</b>
<b>DATE &amp; TIME FOR OPENING OF TENDER</b>	<b>29.09.2022 at 15.00hrs</b>
<b>PLACE OF OPENING</b>	Purchase Section - TIFR - Mumbai
<b>PRE-BID MEETING (IF ANY)</b>	No pre-Bid meeting. (Contact information given at the end of this document for queries (if any) about tender).

## **BID DOCUMENTS CHAPTERS**

**Chapter 1: INSTRUCTIONS TO BIDDERS/ TERMS & CONDITIONS**

**Chapter 2: INCLUSIVE OF ALL TAX i.e. (GST, DISCOUNT**

**TRANSPORTATION CHARGES PLUS GST) NO CYLINDER RENT**

**DEPOSIT)**

**Chapter 3: APPLICATION FORM FOR RATE CONTRACT (ARC)**

**Chapter 4: STANDARD FORMS, (TO BE SUBMITTED BY THE BIDDERS )**

### **This Tender/Bid shall be submitted in Single Bid**

Single bid means total offer/bid/Quotation with Rate Contract Registration Fees (if applicable), all terms and conditions, price quote & technical literature/details etc. required formats in and as one single document & in One Single Envelope.

Please Check and submit all forms and formats to be submitted with quotations as per chapter No 4. Offers/BID without this shall be summarily rejected.

Please refer to ARC FORM, PRODUCT CATEGORY LIST FOR RATE CONTRACT & important points / clauses / terms and conditions mentioned in this document as per above chapters.

Please read all points of BID Document very carefully before submission of your bid.

**The competent authority in TIFR will have full right to reject any/all offer(s) without assigning any reason thereof and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender as per Policy/Committee recommendations of TIFR for which no claim from whomsoever will be entertained.**

Sd /-  
(Purchase Officer)  
For Director, TIFR

# CHAPTER – 1 : INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS

## SN DETAILS

### 1 BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS

This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form.

### 2 EMD

An earnest money for Rs. 1300/- ( i.e 2 % of the total estimated cost ) has to be deposited in the form of Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Through online transfer through bank (Bank details to be provided on demand) in favour of Registrar, Tata Institute of Fundamental Research, Mumbai along with the quotation. The bidder has to submit the EMD in the form of " Bid Securing Declaration " as per the attached format. The declaration should be submitted on the company letter head duly signed by officer authorized to submit the bid. The earnest money will be refunded to the unsuccessful bidders on finalization of the contract.

**Kindly submit your bank details along with the tender like Cancelled Cheque/NEFT/Bank A/C details**

### 3 PRICE LIST

The bidder is requested to submit one copy of the latest printed Price List for Financial year 2022-23 along with this bid. The soft copy of the rate list need to be submitted in Excel/XML file strictly as per prescribed price bid format.

### 4 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid. Bid evaluation will be based on the bid prices without taking into consideration the above corrections. For Rate contract, offer/discount will be valid for minimum 01 year.

### 5 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

No withdrawal of Bids is permitted after the Deadline for submission. No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time / extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid(s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for placement of Order.

### 6 CONFIDENTIALITY

Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.

### 7 CLARIFICATION OF BIDS

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

### 8 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

The Registrar, TIFR reserves the right to reject any/all the proposal/s without assigning any reason whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm. Please Offer uniform discount for the entire Catalogue prices. Chemicals having expiry of less than six months not to be supplied. No request for increase in prices will be entertained for one year from the date of entering into the rate contract. The prices should be inclusive of packing & forwarding. If ex-works / go down prices are quoted, then packing & forwarding documentation, freight and insurance charges must be specifically mentioned separately. Sale Tax / other Govt. levies will be paid at actual and prevailing rates of duty and tax etc. may be mentioned separately. No other charges other than those mentioned clearly in this form will be paid.

More submission of application/proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which our decision will be final.

## **9 FRAUD AND CORRUPTION**

The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “Collusive practice” means a scheme or arrangement

between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **10 APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction Mumbai.

**Please Read all following Terms /points before submitting application form.**

- The Rate Contract awarded will be valid from **01/10/2022 to 31/03/2023**. **This period may be extended up to 6-12 months, if required and agreed by both TIFR & Supplier.** Successful applicants will be intimated to submit their Pricelist/Catalogue/Brochure/ Pamphlet only after enlistment. Authorization certificate in respect Principals duly signed and showing validity for the year 2022-23 should be submitted.
- Tata Institute of Fundamental Research, is a public funded Institute under the administration control of the Department of Atomic Energy (DAE), Government of India, and it is registered with the (DSIR) Department of Scientific and Industrial Research Government of India as Public Funded Research Institute vide their Registration No. 11/596/2013-TU-V dated 18th<sup>st</sup> July 2022. This (DSIR Registration) of TIFR is valid up to 31.03.2025, TIFR Mumbai IEC No. 0388122153. Price List excluding GST should be submitted (IF ANY). Prices quoted should be up to TIFR, Mumbai. The Tax Rates /Exemption will be applicable as per Govt. of India Rules as applicable & Registration with DSIR as per above details.
- Freight, insurance charges, if any will not be borne by the purchaser. Similarly shortage, pilferage in transit will be sole Responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 7 days with freight/ transport charge. GST and other Govt. levies will be paid extra as applicable. The articles should be securely packed to avoid damages etc. in transit. Supply be made from the latest batch of production with the maximum life period & original packing.
- No revision in rate (on higher side) will be accepted during contract period. **No upward revision in price will be accepted** during currency of the rate contract under any circumstances. The bidder should provide an undertaking to this effect. **However, any fall in the RC prices should be extended immediately** to TIFR as per the standard Fall clause applicable for such rate contracts.
- Part supply shall not be accepted until and unless it is supported by convincing reasons and approved by the Competent Authority of this Institute. That the supply of material will have to be completed within the stipulated time frame mentioned in the purchase order. The liquidated charges @0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/ contract value.
- Enlistment under Rate Contract with this institute does not ensure business of any minimum quantum, whatsoever. Enlistment can be cancelled at any time if the firm is found as "Habitual Defaulter" or supplying sub-standard material or for any other reason, based on the complaints received from the users.
- No payment will be made for unsatisfactory supply. Incomplete proposals and proposals received after due date shall not be entertained. Proposal for rate contract may be submitted in prescribed format and all columns may be filled up. Proposal must be neat and clean and duly typed/ clean handwritten. Under a Product Category, the firm must fulfill all the mentioned requirements failing which its offer will be rejected as incomplete. Printed terms and conditions of the applicant on their Quotation Form/literature/letter etc. if any, will not be binding on us.
- There should be one exclusive authorised dealer / stockiest for each brand/ product. Any addition or deletion of dealership / distribution ship must be intimated immediately. Order can be made to local stockiest directly at R/C rate as per the same terms & conditions. The local stockiest may be asked to keep stock of essential R/C items for ready supply ex-stock and can offer extra discount more than RC as per contract based on quantity, offer by manufacturer, bulk order etc.
- The item supplied should be certified by the supplier to be of genuine quality/make and procured from the authorized stockiest /dealer/Manufacturer. The Supplies if rejected due to non-conformity with the specifications has to be removed and replaced within the stipulated period free of cost at the ultimate destination. In case of failure to do so the rejected supply shall be disposed of by TIFR at their own discretion and no claim shall be entertained
- Contact Details –  
[akshata@tifr.res.in](mailto:akshata@tifr.res.in)  
[bhavana.g@tifr.res.in](mailto:bhavana.g@tifr.res.in)  
[madhuram@tifr.res.in](mailto:madhuram@tifr.res.in)



9	<p><b>In case Applicant firm is nominating any distributor then give details.</b></p> <p><b>If you are not nominating any distributor , Write “NA” - Not Applicable</b></p>	<p style="text-align: right;">Details of Distributor for TIFR</p> <p>Name of distributor:-</p> <p>Address:-</p> <p>Contact No :-</p> <p>E mail Id:-</p>
10	<p><b>In case Applicant firm is <u>Not manufacturer</u> ,</b></p> <p><b><u>Certificate of authorisation as per format given in form No- 3 in Chapter No -4, on Manufactures letterhead in valid for category mentioned and current year is required without which your application may be rejected.</u></b></p>	<p><b>Proper Authorisation Certificate is Attached :-</b> _____write (YES / NO)</p> <p style="text-align: center;"><b><u>(WITHOUT AUTHORISATION CERTIFICATE, YOUR APPLICATION WILL BE REJECTED)</u></b></p>
11	<p><b>Price List/Catalogue details <i>MARK INSUITABLE( )</i></b></p>	
		<p>Year of Price list/ catalogue _____</p>

I/We \_\_\_\_\_ have read all the points, entire terms and conditions of this tender document and we are fully agreeable to the terms and conditions mentioned herein.

Competent Authority to sign:  
Name, Designation:  
Date with stamp & seal of organization

## **Important Points to note/Comply**

- ✓ **IT IS MANDATORY TO SUBMIT PRICE LIST OR CATLOGUE ALONG WITH ARC. PLEASE READ POINT NO 12 TO 14 OF ARC FORM CAREFULLY.**
- ✓ **PRICES QUOTED IN PRICE BID FORMAT TO BE ALL INCLUSIVE ( INCLUDING TRANSPORT OR ANY OTHER INCIDENTAL CHARGES.) GAS TO BE SUPPLIED IN COMPANY OWN CYLINDER. NO RENTAL CHARGES WILL BE PAYABLE FOR SUCH CYLINDER OR IN TIFR OWNED CYLINDERS AS PER THE REQUEST BY CENTRAL STORES. YOUR COMPANY CYLINDERS SHOULD BE PROPERLY NUMBERED AND THESE NUMBERS SHOULD APPEAR ON YOUR DELIVERLY CHALLAN/ INVOICE.**
- ✓ **FIRM CAN MENTIONED ANY NUMBER OF BRANDS / MAKE CATEGORY/CODE**
- ✓ **RC CODE & RC CATEGORY DETAILS HAS BEEN GIVEN IN CHAPTER NO -2.**
- ✓ **FINAL RATE OF DISCOUNT OFFERED ON LIST PRICE = DOUBLE DIGIT DISCOUNT WILL BE PREFERRED. PLEASE OFFER BEST POSSIBLE DISCOUNT CONSIDERING THE GOVT. RESEARCH INSTITUTE STATUS OF TIFR.**
- ✓ **TATA INSTITUTE OF FUNDAMENTAL RESEARCH . IS AN AUTONOMOUS INSTITUTE OF THE DEPARTMENT OF ATOMIC ENERGY (DAE), GOVT. OF INDIA AND IT IS REGISTERED WITH THE (DSIR) DEPARTMENT OF SCIENTIFIC & INDUSTRIAL RESEARCH, GOVERNMENT OF INDIA AS PUBLIC FUNDED RESEARCH INSTITUTE VIDE THEIR REGISTRATION NO. TUV/RG-11/596/2013-TU-V. CDE 13/20(3)/2010/TIFR/R&D-11/10137 DATED 8TH DEC 2020. THIS (DSIR REGISTRATION) OF TIFR IS VALID UP TO 31.03.2023. TIFR MUMBAI IEC NO. 0388122153. THE GST RATES / EXEMPTION APPLICABLE WILL BE AS PER GOI, MOF NOTIFICATION NO. 45/2017 & 47/2017 DT. 14/11/2017 & GOI - GST LAW 2017 AS APPLICABLE.**
- ✓ **DO NOT WAIT FOR LAST DATE OF APPLICATION FOR SUBMITTING YOUR ARC FORM.**
- ✓ **READ THIS NIT CAREFULLY.**

**READ THE FOLLOWING AND SUBMIT THIS FORM ALONG WITH THIS APPLICATION.**

**(To be submitted by the bidders)**

**FORM -1**

*form must be submitted on firm letterhead and in original*

**BID COVERING LETTER**

To,

The Registrar,  
Tata Institute of Fundamental Research  
HomiBhabha Road, Colaba  
Mumbai – 400 005

Sir,

I/We, the undersigned, declare that:

I/We have examined and have no reservations to the Bidding Documents, ARC FORM including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contract, specified in the tender document.

I/We, the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein.

Competent Authority to sign:  
Name, Designation :  
Date with stamp & seal of organisation

**FORM 2:**

**MANUFACTURERS' AUTHORIZATION**

The Registrar,  
Tata Institute of Fundamental Research  
Homi Bhabha Road, Colaba  
Mumbai – 400 005

Sir,

We the manufacturers/owner/producer of the items quoted as per Price List/Catalogue submitted forth is RC tender ,do hereby authorize M/s. \_\_\_\_\_ (Name and address of Agent) on our behalf to submit bid, negotiate and receive the order from you, supply the material, entering in to Rate contract for the category quoted in his application against your RC tender 2022-23. We hereby extend our full support, guarantee and warranty) for the goods and services offered by the this firm as per the catalogue attached and RC category applied as per ARC form.

Competent Authority to sign:  
Name, Designation :  
Date with stamp & seal of organisation:

**This form /letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.**

**Bid Securing Declaration**

**(to be submitted on company's letter head)**

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature  
of Authorized Signatory and Company Seal

Price Bid Format :-

Sr. No	Description	Qty	Basic Price Per Kg	GST @ 18 %	Total price including all charges
5	Supply of Gases Carbon Dioxide Gas (Com. Grade) Cylinder cap. 31 kg	1240 Kg			

**We hereby undertake to provide free replacement of the supplied gas cylinders if found unsuitable for safe use.**

**After conducting Hydro testing of a cylinder, vendor should forward the hydro testing certificate. All Valve replacements should be with the suitable guarantee/ warranty.**

**Signature of the Bidder**

Name, Address, Contact No.  
& Email id of the Bidder/Company  
with company's stamp or seal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_