

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Autonomous Institution of the Department of Atomic Energy, Government of India
HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400 005.

Telephone: 022-2278 2890,2897, 2588, 2232

E-mail: deepak.baghele@tifr.res.in, madhuram@tifr.res.in, dalvidd@tifr.res.in, madhukar.dudaga@tifr.res.in

Website www.tifr.res.in

Ref.: TIFR/PD/CA22-100/220789

September 22, 2022

NIT cum Tender Document (ONE PART LIMITED TENDER) for the following item:

Sr.No	Item Description
1)	Supply of Various Gases with Cylinder
As per attached technical specifications	

Tender No.	TIFR/PD/CA22-100/220789
Estimate Cost	Rs. 5 Lakh
EMD	Rs. 10000/-
Type of Tender	One Part Limited Tender
Date of Publishing	22.09.2022
Last Date for Submission of Tender	05.10.2022 up to 17.30 hours
Date of Opening Bids	06.10.2022 at 15.00 Hours

Tender should be submitted in sealed envelope super scribed with the Tender No., Due Date in Bold Letters. Please see attached sheet for conditions of tender.

For further details, specifications, Terms and Conditions etc., please visit our Website:

www.tifr.res.in/tenders or www.eprocure.gov.in/cppp and Download our Tender Documents.

The bidders who had submitted their bids against the first round of this tender (i.e. Ref. No.: TIFR/PD/CA22-100/220789 dt.26.08.2022) are exempted from re-submission of bids against this tender. However, they have to submit "Letter of Acceptance of submitted bid" against this tender on or before due date.

Deepak Baghele
Administrative Officer 'C'

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Technical Specifications

1) Nitrogen Dioxide 99.5% Purity in 10 Ltrs Cylinder with appropriate SS Valve. Unit----Kgs, Qty----5 Kgs.

2) Nitrous oxide 99.999% Purity in 47 Ltrs Cylinder with appropriate Valve. Unit---- Kgs, Qty----25 Kgs.

3) Sulfur dioxide 99.98% Purity in 10 Ltrs Cylinder with appropriate SS valve. Unit---- Kgs, Qty----10 Kgs.

4) Ammonia 99.999% Purity in appropriate Cylinder and Valve. Unit---- Kgs, Qty----5 Kgs.

- Test Certificate:-

- i) Gas Test Certificate shall be provided along with supply.
- ii) Manufacturing Test Certificate & Hydraulic Test Certificates of cylinder shall be provided along with supply

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Autonomous Institution of the Department of Atomic Energy, Government of India (A Deemed University)
HOMI BHABHA ROAD, COLABA, MUMBAI – 400 005
(PURCHASE SECTION)

Terms and Conditions

1. The quotation shall be submitted in a sealed envelope duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Admn. Officer (Purchase), Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400005. The envelopes should be clearly marked on top as the Tender Enquiry No., Due Date in bold letters. The sealed envelope has to be delivered by hand/courier at the Security Gate Officer of TIFR on or before on the due date specified. Tenders submitted after last date will not be considered.
2. After downloading the documents please inform your company details such as name, address, telephone nos., contact person and email address etc. by email to us.(deepak.baghele@tifr.res.in,madhukar.dudaga@tifr.res.in,madhuram@tifr.res.in,shrikan t.amberkar@tifr.res.in) to enable us to inform prospective bidder for any corrigendum/changes if any; in the Tender document before due date.
3. In case the quotation is not sealed in the envelope the tender will be rejected.
4. Quotation must be valid for a period of 90 days from the due date.
5. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
6. Tenderer should sign on all the pages of the bid
7. If equipment offered is to be imported, arrangements for import will be made by us.
8. Tenders who do not comply with any of the conditions are liable to be rejected.
9. In case of any interpretational issues in this tender, the interpretational decision of the TIFR shall be Final binding on the bidder.
10. TIFR reserves the right to ask for or to provide any clarification, changes after the release of this tender.
11. TIFR reserves the right to cancel the tender even after the receipt of tender.
12. TIFR reserves the right to cancel the tender even after the receipt of tender, and in such case the EMD would be refunded without any interest to the bidding parties.
13. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
14. TIFR reserves the right to place the order for part/reduced quantity than what is specified in the tender.

15. An earnest money for **Rs.10000/-** (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 favor of **Registrar, Tata Institute of Fundamental Research, Mumbai** along with the quotation. After online transfer of earnest money, the vendor should intimate us by email or proof of online transfer of EMD should be part of tender.

The bidder should submit the EMD in the form of "Bid Securing Declaration" as per the attached format. The declaration also should be submitted on the company letter head duly signed by officer authorized to submit the bid.

16. Successful bidders will have to deposit **Performance Bank Guarantee @ 3 % of the Purchase Order value** in the form of Bank Guarantee valid for a period of 60 days beyond the date of contractual obligations including warranty period. PBG amount will be forfeited if the Firm /Supplier fail to perform any of the terms & conditions of our Tender enquiry/ document.
17. The Supplier shall arrange to deliver the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with / without penalty.
 - a) In case of delay in supply on the part of the supplier, a penalty @ 0.5% per week of order value will be charged for delayed period subject to maximum of 10% of order value.
 - b) The same rate of penalty shall be applicable for late installation of the equipment / instrument also.
18. **Our standard Payment terms are as follows:**

The payment will be made only after delivery of the supply, satisfactory installation, commissioning and performance of the item/equipment at TIFR Mumbai and after certification by our technical expert/ Authorized officer.
19. No Advance payment will be made to any local supplier except in case of furnishing valid Bank Guarantee from any nationalized / scheduled bank and the B.G. shall be valid till the complete delivery is made at the site.
20. For Import cases: **No Agency commission will be paid as per Govt. of India rules.**
21. **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
22. **The warranty must be 12 months.**
23. **The material should be delivered within 45 days.**
24. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer.
25. **Price must be quoted in the "Price Bid" format attached herewith.**
26. Bidder who have not accepted the order / job awarded to them or withdrawn from the tender process OR whose EMD / Security Deposit has been forfeited in the past, their bid will not be considered and treated as ineligible/disqualified.

27. All terms and conditions are subject to standard terms of the public tender documents of TIFR as available on website.

28. Purchase Preference Policies

The TIFR intends to give product reservation/purchase preference/price preference to local suppliers in line with current procurement policies of Govt. of India.

For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP” (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-4 attached with the tender document.

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

29. Requirement of Registration of Bidders

Any bidder from a country which shares a land border with India will be eligible to bid in Any procurement whether of goods, services (including consultancy services and non-Consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD) dated 23rd July, 2020.

“Bidder” 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 bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

30. Necessary certificate/Undertaking to be submitted as per the Annexure attached.

ADMINISTRATIVE OFFICER
(PURCHASE SECTION)
TIFR, MUMBAI

TIFR Enquiry No & Date: _____

Due date: _____

Bidder's Quotation Ref No. & Date: _____

Bidder's GST Registration No.: _____

Price / Financial Bid (Bidders must quote their rates using this Format)

Sr. No.	Item Description	Make/Brand/ Type	HSN Code	Qty.	Rate per unit	Item wise GST %	Total Cost including GST (In INR)
	Freight/Transportation charges, if any						
	Service/Labour charges, if any						
	Any Other charges						
	Total landed cost in Figures & words						
	Delivery Period						
	Warranty Period						
	Validity of Quote						
	Payment Terms						

Note:

1. All the column should be appropriately filled and not left blank, any duty/tax/ charges not applicable, then please specify as " Not Applicable"
2. Do not include any other charges, taxes, duties etc. in the Basic Cost of the item,
3. Any accessories, optional items should be shown seperately.
4. Other Technical & Commercial details shall be furnished in a separate sheet.
5. Use separate sheet for detail description, specification of the item, but prices should be quoted in same format.

Signature of the Bidder

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

Date: _____

Place: _____

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date: _____

Director,
Tata Institute of Fundamental Research,
HomiBhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.

Dear Sir:

We _____ who are established and reputable manufacturers of having factories/works at _____ (address) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty as per Clause 10.2 (iv) of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This 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. It should be included by the Bidder in its techno-commercial un priced bid

Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

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

- 1.....
- 2.....
- 3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

- Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Certificate of Registration

No. _____

Date: _____

**Director,
Tata Institute of Fundamental Research,
HomiBhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

Dear Sir:

I/We _____ who are established and reputed manufacturers/bidders of _____ having factories/works at _____ (address) do hereby declare that “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as per tender clause 6.4 of GCC. I/We hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

Note: This Certificate/Undertaking should be on the letterhead of the manufacturer/Bidder and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

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