

TATA INSTITUTE OF FUNDAMENTAL RESEARCH  
Autonomous Institution of the Department of Atomic  
Energy, Government of India  
HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400005.  
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Ref : TIFR/PD/CM22-63/220612

September 12, 2022

NIT cum Tender Document (One Part Limited Tender) for the following items

:

Sr. No.	Item Description	Qty.
1.	Supply of Helium Gas to TIFR, Mumbai (As per Technical Specifications)	1000 CUMT

Tender No.	TIFR/PD/CM22-63/220612
Tender Fees	Rs.Nil/-
EMD	Rs.36000/-
Estimated Cost	Rs.18,00,000/-
Type of Tender	One Part Limited Tender
Date of Publishing	12.09.2022
Last Date for Submission of Tender	<b>28.09.2022 on or before 17.30.Hours</b>
Date of Opening Bids	<b>29.09.2022 at 15.00 Hours</b>

Tender should be submitted in sealed enveloped superscribed with the Tender No. Due Date in Bold Letters

Please see attached sheet for conditions of tenders

ADMINISTRATIVE OFFICER  
(PURCHASE SECTION)  
TIFR, MUMBAI

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)

**Instructions to Bidder**

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 14.00 hrs. On the due date specified. Tenders submitted after 14.00 hrs. on due date will not be considered.
2. In case the quotation is not sealed in the envelopes the tender will be rejected.
3. Quotation must be valid for a period of 90 days from the due date.
4. 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.
5. Tender Document Fee:  
Tender fee Rs. 0/- (Non-refundable) in the form of D.D. in favour of "Registrar, Tata Institute of Fundamental Research" payable at Mumbai to be enclosed with the Technical Bid.
6. EMD:  
An earnest money for **Rs. 36000/-** (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 Technical Bid. 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 has to 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.**

The EMD will not carry any interest and it will be interest free deposit to TIFR. 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.**

7. Security Deposit : Successful bidders will have to deposit **Security Deposit @ 03 % of the contract value** in the form of Bank Guarantee valid for a period of 60 days beyond the date of contractual obligations. Security amount will be forfeited if the Firm / Supplier fail to perform any of the terms & conditions of our Tender enquiry / document.
8. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process OR whose EMD/Security deposit has been forfeited in the past their bids will not be considered and treated as ineligible / disqualified.
9. 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. (akshata@tifr.res.in, bhavana.g@tifr.res.in, deepak.baghele@tifr.res.in) to enable us to inform prospective bidder for any corrigendum/changes if any; in the Tender document before due date.
10. 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.
11. Tenderer should sign on all the pages of the technical bid and the price bid.
12. In case of any interpretational issues in this tender, the interpretational decision of the TIFR shall be Final & binding on the bidder.
13. TIFR reserve the right to ask for or to provide any clarification, changes after the release of this tender.

TIFR reserve 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.

14. Tenders who do not comply with any of the conditions are liable to be rejected.
15. 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.
16. TIFR exempted from paying of Custom duty under the notification No.51/96 dated 23.07.1996, Excise duty under the notification No.10/97 dated 01.03.1997 for all procurements/supply meant exclusively for Educational, scientific and research purpose. Whenever the exemption certificate not honoured by the authorities, the applicable duty will have to be paid. Hence Excise & Custom duties and Service tax, if any, should be shown separately.
17. TIFR reserves the right to place the order for part/reduced quantity than what is specified in the tender
18. 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.
19. **Payment terms:**

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.

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. 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.

21. **Price must be quoted in the "Price Bid" format attached herewith.**

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

23. **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

24. **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 23<sup>rd</sup> 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.

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

**ADMINISTRATIVE OFFICER**  
(PURCHASE SECTION)  
TIFR, MUMBAI

## **SUPPLY OF HELIUM GAS TO TIFR, MUMBAI**

**Item:** Helium gas (Certified purity 99.995%)

**Quantity:** ~1000 Standard Cubic Meters of helium gas

**Mode of supply:** To be supplied ONLY in Suppliers helium gas quads

**Installments:** Single installment of TWO QUADS (Each quad assumed as ~450 M<sup>3</sup>)

1. **Transport and handling:** Transportation to and fro, plus loading & unloading at the institute must be included in the scope of the supply and to be arranged by the vendor. TIFR will not provide any facilities for handling and transport.
2. **Supply pressure:** Supply pressure should be 200 bar with the pressure tolerance measured at the time of the gas receipt at TIFR should be within +/- 3 bar(g).
3. **Purity Certificate:** Signed and detailed purity analysis report must accompany with each and every supply of helium gas including the certification of hydrogen content being less than 1 ppm(v).
4. **Chargeable quantity of helium gas per cylinder:** Please mention the chargeable quantity of gas filled/billed per cylinder, for a typical cylinder capacity of 50 liter water capacity (0.05 M<sup>3</sup>) and with the filling pressure of 200 atmospheric pressure at 27 Deg C. Bidders not mentioning the oboe chargeable quantity or not mentioning clearly OR leaving it blank OR with multiple entry OR mentioned as "Zero value" then it will be assumed as 10 M<sup>3</sup>. The cost comparison will be made, on the cost based on the above chargeable quantity plus transportation cost plus the applicable taxes.
5. **Free Rental Period of Suppliers quad:** The gas from the supplier's quads shall normally be decanted in about two weeks' time, which should be termed as free rental period.
6. The vendor should mention the minimum delivery time of gas supply.

## **Price Bid Format**

**Bidder's Name and Address**

**Bidder's GST No. :**

<b>SUPPLY OF HELIUM GAS TO TIFR MUMBAI - Commercial BOQ</b>					
		<b>Quantity</b>	<b>Rate in unit</b>	<b>GST %</b>	<b>Total price including GST</b>
Supply of Helium in Suppliers 1000 Cumt	<b>Rate per Cumt. (INR)</b>	1000 Cumt			
Cost of Dewar Holding Charges ( Applicable after the free rental Period )	Rate per day per dewar (INR)				
Transportation, Loading and Unloading Charges					
Total amount in figures and words					
Payment term					
Validity of Quote					

**Signature of Bidder and  
Company Seal**



## **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,**  
**Homi Bhabha 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