



Government eProcurement System

Government eProcurement System

Tender Details

Date : 28-Oct-2023 02:28 PM

Print

Basic Details

Organisation Chain	Council of Scientific and Industrial Research CDRI-Lucknow - CSIR Purchase-CDRI - CSIR		
Tender Reference Number	CDRI/2023-24/RC/Gases		
Tender ID	2023_CSIR_172449_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender For Rate Contract Of Supply Of High Purity Gases
2	Finance	.xls	BOQ for the rates of various gas as mentioned in BOQ
		.pdf	Price of various gases as mentioned in tender should be quoted and uploaded in pdf also

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	Tender For Rate Contract Of Supply Of High Purity Gases				
Work Description	Tender For Rate Contract Of Supply Of High Purity Gases				
Pre Qualification Details	AS per tender				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Rate Contract	Bid Validity(Days)	120	Period Of Work(Days)	365

Location	CSIR-CDRI	Pincode	226031	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR Central Drug Research Institute
Should Allow NDA Tender	No	Allow Preferential Bidder	Yes		

Preferential Bidder Category

S.No	Preference Category	Tolerance Percentage
1.	Make in India	20.00
2.	MSME	15.00

Critical Dates

Publish Date	28-Oct-2023 02:30 PM	Bid Opening Date	21-Nov-2023 02:00 PM
Document Download / Sale Start Date	28-Oct-2023 02:30 PM	Document Download / Sale End Date	20-Nov-2023 01:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	28-Oct-2023 02:30 PM	Bid Submission End Date	20-Nov-2023 01:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender For Rate Contract Of Supply Of High Purity Gases	1362.01

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Tenderdocumentgas.pdf	Tender For Rate Contract Of Supply Of High Purity Gases	1346.15
	2	BOQ	BOQ_188925.xls	Tender For Rate Contract Of Supply Of High Purity Gases BOQ Price quote	239.50

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	bs.eproc@csir.res.in	Brahma Singh	BRAHMA SINGH
2.	jp.eproc@csir.res.in	Jai Prakash	JAI PRAKASH
3.	anilkumar.eproc@csir.res.in	Anil Kumar	ANIL KUMAR
4.	ksaxena.eproc@csir.res.in	Kaushalendra Saxena	KAUSHALENDRA KUMAR SAXENA

GeMARPTS Details

GeMARPTS ID	QUPXAW58F10Q
Description	Rate Contract for Supply of gases
Report Initiated On	28-Oct-2023
Valid Until	27-Nov-2023

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	TIA UNDERTAKING GEM	Agree	
2	PPP-MII Order 2017	Agree	
3	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Controller of Stores and Purchase
Address	Sec 10 Jankipuram Ext Sitapur Road Lucknow 226031 Tel direct 0522 2772793 2772450 Extn 4776

Tender Creator Details

Created By	Anil Kumar
Designation	Jr. Secretariat Assistant
Created Date	28-Oct-2023 02:18 PM



सीएसआईआर – केंद्रीय औषधि अनुसंधान संस्थान
CSIR – CENTRAL DRUG RESEARCH INSTITUTE
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
Council of Scientific & Industrial Research)
जानकीपुरम सैक्टर-10, सीतापुर रोड लखनऊ
Jankipuram Sec-10, Sitapur Road, Lucknow-226031, U.P.

दूरभाषTelephone :91-0522-2 772793- Extn: 2482 ई-मेल Email: cosp-cdri@cdri.res.in

संख्या: सीडीआरआई/2023-24/आरसी/गैस

दिनांक: 28/10/2023

Tender For Rate Contract Of Supply Of High Purity Gases

CSIR- Central Drug Research Institute (CDRI) 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 – Central Drug Research Institute, Lucknow- 226031, INDIA invites tender through www.etenders.gov.in from Manufacturers/Authorized Dealers of 'Ultra high purity & specialty gases for Laboratory uses' listed below. The tender is only open for the 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 Lucknow (Not more than 100 Km).

This rate contract would be operated till one year from the date of issue of contract. 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 would 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.

Controller of Stores & Purchase
For & on behalf of CSIR

Sl. No.	Tender No.	Description of items	Single/ Double Bid	Bid Security
	CDRI/2023-24/RC/GAS	Annual Rate Contract For Refilling of High Purity Gases.	Single Stage- Two Bid	Bid Securing Declaration to be submitted instead of submission of EMD

- 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-CDRI Website, www.cdri.res.in. 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.
- The address for any official correspondence/clarification, if any:
 Controller of Stores & Purchase,
 Csir-Central Drug Research Institute
 Jankipuram Sector-10, Sitapur Road
 Lucknow-226031 (Uttar Pradesh)- India
 Tel #: 00 91 522 2772793 / 2482
 Email-cosp-cdri@cdri.res.in

Director, CSIR- CENTRAL DRUG RESEARCH INSTITUTE 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.

The details of gases and their tentative quantities for one year are mentioned below:

Sr.no.	Description	Min. Purity	Capacity each cyl.	Qty. (Cylinder in Nos.)*
1.	CO2 (UHP)	99.9995%	7M ³ (47 Ltrs. W.C)	125 Cylinder
2.	CO2 (Food Grade)	99.9%	7M ³ (47 Ltrs. W.C)	75 Cylinder
3.	Nitrogen- N2 (UHP)	99.9995%	7M ³ (47 Ltrs. W.C)	10 Cylinder
4.	Nitrogen- N2 (Industrial Grade)	--	7M ³ (47 Ltrs. W.C)	05 Cylinder
5.	Oxygen – O2 (UHP)	99.9995%	7M ³ (47 Ltrs. W.C)	15 Cylinder
6.	Oxygen – O2 (Industrial Grade)	--	7M ³ (47 Ltrs. W.C)	15 Cylinder
7.	Hydrogen – H2 (UHP)	99.9995%	7M ³ (47 Ltrs. W.C)	10 Cylinder
8.	Argon (UHP)	99.9995%	7M ³ (47 Ltrs. W.C)	15 Cylinder
9.	Helium (UHP)	99.999%	7M ³ (47 Ltrs. W.C)	04 Cylinder

- *Tentative quantity

Critical Date Sheet

IMPORTANT NOTE, DATES & TIME	
Publish Date & Time	28/10/2023 (14:30) hrs. (IST)
Last Date & Time For Submission of Bids	20/11/2023 Up to 13:00 hrs. (IST)
Date / Time of Opening of Bids	21/11/2023 from 14:00 hrs. (IST) onwards
Venue of Bid Opening at CDRI	ONLINE
Tenders to be submitted at place	ON LINE

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/PDF 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. In case of any discrepancy in price quoted in xls and pdf, price in pdf shall prevail and comparative shall be uploaded on the portal.

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) The Bidder should submit the Test Report of gas purity from NABL/ILAC accredited Lab to prove conformity to specification along with the supply (Submit an undertaking)
- c) 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.
- d) A sound financial Standing of bidder should be considered. Turnover shall not be less than 40.00 lakhs in previous financial years (submit document certified by CA)
- e) 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.
- f) The firm supplying the high purity gases should be based in and around Lucknow.
- g) A requisite certificate/License to sell/refill these types of gases must be submitted.
- 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.**

Evaluation criteria for supply of high purity & specialty gases

Based on the past consumptions, total numbers of various gases have been quantified tentatively. Accordingly, BOQ has been prepared and bidders have to quote their prices in BOQ format. Price(in xls and pdf) evaluation of technically qualified bidders shall be done on overall lowest basis and not on item-wise basis.

1. Please quote for supply of high purity gases indicated in BOQ.
2. Cylinders pertaining to CDRI, Lucknow shall be used for refilling purpose.
3. Price shall be inclusive of collection of empty cylinders from CDRI premise and supply of filled cylinders in CDRI premise.
4. **Only Class-I & Class-II bidder are eligible for bidding in this tender as per Public Procurement Preference to Make in India, Order No. P-45021/2/2017-PP (BE-II) dt 16th September, 2020.**
5. **The following documents are to be submitted to be eligible for award of rate contract :**
 - a. Furnish at least three relevant purchase order(s) copy or one Rate Contract copy) as indicated in eligibility criteria.
 - b. Bidder's Information Form. (**Annexure A**)
 - c. Bid Acceptance Form – (**Annexure- B**)
 - d. Manufacturer Authorization Certificate (MAF) as per (**Annexure-C**)
 - e. Bid Securing Declaration – (**Annexure –D**)
 - f. Bidders not having a land border with India are to submit – (**Annexure – E**)
 - g. Self-Certification regarding Local Content in each of the product offered to be provided on company letter head - (**Annexure F**)
 - h. Code of Integrity and no conflict of interest for public procurement certificate (**Annexure G**)
 - i. Format for Undertaking by the bidder for Purity of Gas and Test certificate for Cylinder – (**Annexure-H**)
 - j. Format for Certificate for Average Annual Turnover duly certified by CA –(**Annexure-I**)

Terms & Conditions

1. **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-CDRI. 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.

2. **Delivery**

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

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

3. **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-CDRI'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.

4. The prices quoted are inclusive of all charges net free delivery at Stores CSIR – CDRI. Empty cylinders will be picked up from the premise of CSIR-CDRI without incurring any cost to CSIR-CDRI

5. 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.

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 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 / Udyag 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 - CDRI and also Rate Contract is liable to be cancelled.

9. **During the rate contract period, any time bound special offer introduced by manufacturer / supplier must be offered to CSIR-CDRI and also the same should be intimated in advance. However, CSIR-CDRI will have the right to reject or avail the offer.**
10. The rate and term of rate contract would also be applicable for the purchase made by the Scientists / Students of CSIR – CDRI on cash / credit basis and hence, the firms or their agents are not allowed to charge higher prices than those approved under the Rate Contract. Concessional GST certificate will be issued for such purchases on demand.

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.

Controller of Stores & Purchase
For & on behalf of CSIR

Bidder Information Form

[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

Tender No

01.	Bidder's Legal Name
02.	In case of JV, legal name of each party:
03.	Bidder's actual or intended Country of Registration:
04.	Bidder's Year of Registration:
05.	Bidder's Legal Address in Country of Registration:
06.	Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
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 _____

Bid Acceptance Form

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

To:

Ref: Tender No. CDRI/2023-24/RC/GAS

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 – CDRI, Lucknow.
Empty cylinders will be picked up from the premise of CSIR-CDRI without incurring any cost to CSIR-CDRI
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 _____ 202 Signature of Bidder Details of enclosures

FULL ADDRESS :

TELEPHONE NO :

FAX NO :

E-MAIL :

COMPANY SEAL :

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:

Tender No.:.....

To:

WHEREAS

We who are official manufacturers of **High Purity Gas**, having factories at [insert full address of Manufacturer's factories], do hereby authorizeto 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: of authorized representative(s) of the Manufacturer]

Name: of authorized representative(s) of the Manufacturer]

Title:

Duly authorized to sign this Authorization on behalf of: [.....]

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

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (.....)

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)

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-CDRI
Sector 10, Jankipuram Extension
Sitapur Road, Lucknow-226031
UP

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

(Name of firm/entity)

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 detail 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.

(On the Letter Head of the Bidder)

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)

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)

Average Annual Turnover

(CDRI Ref: CDRI/2023-24/RC/GAS, Tender document's Clause; 03-d of eligibility criteria)

Bidder's Name _____

Bidder's Reference No. _____ Date.....

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.

Annual Turnover Data (Rs. Forty Lakhs for the Last Two (02) Years		
Year	Total Turnover Amount	
2020-21		
2021-22		

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Please attach supporting documents for turnover duly certified by C.A.

Check List: Duly filled check list to be submitted along with the Technical Bid.

Sl. No.	Requirement of Tender	Annexures	Compliance	Document Submitted
1.	Bidder Information Form	Annexure-A	Yes/No	Yes/NA
2.	Bid Acceptance Form	Annexure-B	Yes/No	Yes/NA
3.	Manufacturer Authorisation Form	Annexure-C	Yes/No	Yes/NA
4.	Bid Securing Declaration	Annexure-D	Yes/No	Yes/NA
5.	Bidder Declaration under Rule 144 (xi) on Non-applicability of Exclusion from Restrictions	Annexure- E	Yes/No	Yes/NA
6.	Self-declaration by the Bidder regarding Class I Supplier or Class II Supplier	Annexure-F	Yes/No	Yes/NA
7.	Bidder Declaration on Code of Integrity	Annexure-G	Yes/No	Yes/NA
8.	Format for Undertaking by the bidder for Purity of Gas and Test certificate for Cylinder	Annexure-H	Yes/No	Yes/NA
9	Format for Certificate for Average Annual Turnover	Annexure-I	Yes/No	Yes/NA

Note: Please submit the annexures as per serial number indicated above at one place.