



सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला  
CSIR - NATIONAL METALLURGICAL LABORATORY  
(Council of Scientific & Industrial Research)

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No. NML/GAS-RC/SM/24-25

Date: 18.06.2024

**Notice Inviting Tender For Annual Rate Contract**

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

CSIR- National Metallurgical Laboratory (NML), Jamshedpur is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). Director, CSIR - National Metallurgical Laboratory, Jamshedpur - 831007, INDIA, (CSIR-NML) invites tender through [www.etenders.gov.in](http://www.etenders.gov.in) from Manufacturers or their authorized sole distributors who are specifically authorized to quote by the manufacturer for the particular tender of high purity & specialty gases for Lab uses listed below.

**The tender is only open for local suppliers as per Public procurement Preference to Make in India, Order No.P-45021/2/2017-PP (BE-II) dt 16<sup>th</sup> September, 2020.**

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

Sl. No.	Tender No.	Description of items	Single/ Double Bid	Bid Security
1	NML/GAS-RC/SM/24-25	Annual Rate Contract for Refilling of High Purity Gases.	Single Stage-Single Bid	Bid Securing Declaration to be submitted

- E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-NML Website, [www.nmlindia.org](http://www.nmlindia.org). The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. There is no tender fee.
- The address for any official correspondence/clarification, if any:

STORES & PURCHASE OFFICER,  
CSIR-NATIONAL METALLURGICAL LABORATORY  
Burmamines, Jamshedpur-831007  
(JHARKHAND) - INDIA  
Tel : 0657 2345125/132/127  
Email: spo@nmlindia.org

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

Sl. no	Gas Type	Purity
1	Argon lolar Grade-I	Argon lolar Grade-I Purity - 99.999% Impurity (Volume by PPM)- Oxygen- 2PPM, Moisture- 2PPM Pressure: - 230kg/CM2 Cylinder Water Capacity: - 47 Ltrs Carbon Steel Gas Content: - 11.3 sm3 Capacity :- 47Ltrs/230 Bar
2	Nitrogen lolar Grade-I	Purity - 99.999% Impurity (Volume by PPM)- Oxygen- 2PPM, Moisture- 2PPM Pressure: - 230kg/CM2 Cylinder Water Capacity: - 47 Ltrs Carbon Steel Gas Content: - 10.00 sm3 Capacity :- 47Ltrs/230 Bar
3	Compressed oxygen	Purity - 99 % Pressure: - 140 kg/CM2 Cylinder Water Capacity: - 47 Ltrs Carbon Steel Gas Content: - 7.1 sm3 Capacity :- 47Ltrs/230 Bar
4	Dissolve Acetylene	Purity - 96 % Pressure: - 16 kg/CM2 Gas Content: - 5 sm3 (Some time the volume may be 6 sm3 then the price of cylinder may vary) Capacity :- 16 Bar
5	Oxygen XL	Purity - 99.7 % O2 - NA H2O- 2.5PPM THC- 15 PPM Pressure: - 140 kg/CM2 Gas Content: - 7 sm3 Capacity :- 47 Ltrs
6	Oxygen XL	Purity - 99.999 % O2 - Nil H2O- 1 PPM THC- 0.10 PPM CO+CO2- 0.50 PPM N2- 7.00 PPM Argon- 1.00 PPM Pressure: - 200 kg/cm2 Gas Content: - 9.8 sm3 Capacity :- 47 Ltrs

7	Hydrogen & Hydrogen XL (Both are Same)	Purity – 99.999 % O2 – 2 PPM H2O- 2 PPM THC- 0.50 PPM CO + CO2- 0.50 PPM N2- NT Argon- NT Pressure: - 140 kg/cm <sup>2</sup> Gas Content: - 6 sm <sup>3</sup> Capacity :- 47 Ltrs
8	Carbon Dioxide XL	Purity – 99.995 % O2 – 15 PPM H2O- 5 PPM THC- 10 PPM Pressure: - 140 kg/sm <sup>2</sup> Gas Content: - 30 kg Capacity :- 47 Ltrs
9	Helium XL	Purity – 99.999 % O2 – 2 PPM H2O- 1 PPM THC- 0.50 PPM CO + CO2- 0.50 PPM N2- 6 PPM Argon- NT Pressure: - 1200 kg/sm <sup>2</sup> Gas Content: - 9.1 sm <sup>3</sup> Capacity :- 50 Ltrs
10	5% hydrogen + Argon	5% hydrogen + Argon Pressure: - 130 kg/sm <sup>2</sup> Gas Content: - 6 sm <sup>3</sup> Capacity :- 47 Ltrs
11	P10 Gas Content 6sm <sup>3</sup>	P10 Gas Content - 6 sm <sup>3</sup> Capacity :- 47 Ltrs

- An undertaking to be submitted 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.
- A requisite certificate/License to sell/refill these types of gases must be submitted.
- The Bidder should submit the Test Report of gas purity to prove conformity to specification along with the supply (Annexure-E).
- Rental per cylinder per day to be quoted in the BOQ
- Rent free Period, if any, may be indicated.

The Critical dates for submission/opening of Bids is as follows.

**1. Due Date for submission & Opening of tenders through etenders.gov.in**

**Tender Submission** : As per CPP Portal

**Tender Opening** : As per CPP Portal

**2. Eligibility Criteria & Terms and conditions for participants in the bidding process:**

The manufacturers should be Class I/II local suppliers only 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 16 September 2020

**Class – I Local supplier** – means a supplier whose goods offered for procurement meets the minimum local content of 50 %.

**Class – II Local supplier** – means a supplier whose goods offered for procurement meets the minimum local content of 20 %.

**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.

**The bidders are required to indicate percentage of local content and provide self certification** 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.**

**Bidders may please note that**

The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.

Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC as local value addition.

**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.**

### **3. PRICES:**

3.1. Prices must be quoted on the basis of Discount on Net Dealer Price (NDP) for each category of items in terms of Percentage (%) discount on NDP. Additional Dealer discount may also be mentioned clearly wherever applicable.

3.2. The prices should be FOR, CSIR-NML, Transit-Stores Section, Jamshedpur-831007 inclusive of packing, forwarding. Prevailing rates of GST may be mentioned separately. No other charges other than those mentioned clearly in the quotation will be paid.

3.3. **The bidder shall submit soft copies of the pricelist online followed by signed and stamped hard copy so that the accessibility of prices will be user friendly. However, in case if there is difficulty in submission of Price List/Catalogue online due to huge volume then duly signed and stamped hard copies shall be supplied to CSIR-NML, if any, before Tender opening. However, bidder shall ensure that no discrepancy exist between the soft copy and hard copy of NDP Price List made available to this office, without fail.**

3.4. The Bidder will submit sufficient numbers of Hard copies of **Price List/Catalogue** to CSIR-NML within 15(Fifteen) days from establishment of contract.

3.6. The price with following details – for entire range of products - shall be submitted in PDF Format.

- a) Category
- b) Sub-Category
- c) Catalogue No.
- d) Item Description
- e) HSN Code
- f) Item type
- g) Item Unit
- h) Item Rate
- i) Discount in percentage (%)
- j) Applicable IGST / GST percentage (%)

3.7. No other non-consumable items should be mentioned along with quoted items.

3.8. **Rates shall be fixed and unchanged for the RC duration and if rates are increased during contract period the same will not be charged for CSIR-NML.**

3.9. Manufacturer's may offer a separate discount for bulk purchase and also define the quantity to be treated as 'bulk' for a single supply order.

### **4. Availability of offered items in GeM Portal :**

An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal. If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or

the same must be mentioned/highlighted/star marked in the pricelist.

**5. Reasonability of Price and Fall Clause:**

- a. 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 Individuals / 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.
- b. **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/ Private agencies/Institutions/ Individuals. In case any such discrepancy is noticed they shall refund the amount to CSIR - NML and also Rate Contract is liable to be cancelled.**
- c. During the Rate Contract period, **special offer** introduced by manufacturer/supplier must be offered to CSIR-NML and should be intimated in advance. However, Director CSIR-NML will retain the right to avail the special offer.

**6. Taxes & Duties:**

No Concessional GST form will be provided by CSIR-NML, Jamshedpur. Vendor may provide applicable GST Rates.

7. The Rate Contract shall be in the nature of standing tender for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of draws of any item for a minimum or specified quantity during the contract period.

**8. Delivery:**

- a. The ordered items must be delivered at CSIR-NML unless otherwise specified in the purchase order within a period of 2 (two) weeks for all products from the date of issue of purchase order. Supplies are normally accepted at Stores Receiving Section on all working days from 10:30 AM to 05:00 PM except on Saturday, Sunday and other public holidays.
- b. Beyond this the Supply Order is liable to be treated as cancelled. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the Firm. LD shall not apply in case the extension is approved by the Competent Authority.
- c. Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.
- d. A penalty of 0.5% (point five per cent) per week of delay subject to a maximum of 10% (ten per cent) shall be levied in cases where ordered goods are delayed beyond the scheduled delivery period.
- e. All the perishables/hazardous/fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied and perishables/hazardous/fragile with advance written intimation to this office.

**9. Product quality:**

- a. The supplies must be conformed to the specification of our supply order. If the same is

found defective the same will be replaced immediately free of charges at CSIR-NML.

- b. All supplied items must have **maximum shelf life/ expiry date**. Items supplied with **lesser than 1 year expiry period** is likely to be rejected.
- c. The Bidder **must agree for free replacement in case in any discrepancy** found with regard to quality/ quantity of the material supplied by them under this Rate contract.

**10. Payment:**

- a. 100% payment for the supply of materials shall be made on bill basis normally within 30 days against delivery after the same are checked and found that the item(s) is/are in order by the end user and on receipt of a certificate from the CSIR-NML's end user. The bidder has to submit a pre- receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose. The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract. **The firm shall furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc printed on their invoice in order to enable CSIR-NML, Jamshedpur to make payments through NEFT/ RTGS.**
- b. Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.

**11. Parallel Rate Contracts:**

The CSIR – NML, Jamshedpur reserves the right to enter into parallel Rate Contract for similar/same items during the period of Rate Contract with one or more parties.

**12. Requirement of Registration( Order No. F.No.6/18/2019-PPD dated 23.07.2020of 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 shareholder's 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.

**Further the following certificate has to be submitted by the bidder**

“ I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country , has been registered with the Competent Authority . I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”

Date :

( Name & Signature of bidder )

( Where applicable, evidence of valid registrations by the competent Authority shall be attached)

**13. 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 filled 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.

14. No EMD/Bid Security & Performance Security is payable. No Tender document fee is payable.

**15. The Manufactures should have at least two Rate Contract with other CSIR Labs./Institutes/ Other Government Organizations /IITs/ Central Universities, over the past three years. They should enclose copies of those Annual Rate Contracts with complete name address phone no.s emails etc. of the organizations to whom they have supplied.**

**16. BID VALIDITY:** The bid has to be valid for **180 days** from the date of opening.

**17. VALIDITY OF RATE CONTRACT:** The prices must be kept valid up to **09.01.2025**. No upward changes in prices will be acceptable in any condition during the period of the rate contract. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the Institute. Force Majeure clause is accepted to us. The Rate Contract may be extended for a period of 3 (three) months if required.

**18.** The vendor and/or the CSIR – NML are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.

**19. 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.

**20. 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.

- 21. All disputes in case of any award under the proposed Rate Contract shall be subject to Jamshedpur, Jharkhand jurisdiction.
- 22. Conditional tender shall be rejected.
- 23. The Rate Contract shall be valid for a period of One Year.
- 24. The Rate Contract may be withdrawn by giving one month's notice by both parties.
- 25. CSIR-NML may place supply orders up to the last day of the validity of the rate contract and through supplies against such supply orders will be effected beyond the validity period of the rate contract. All such supplies will be guided by the terms and conditions of the rate contract.
- 26. Rate contract shall be concluded for those items which are not available in GeM.
- 27. RC shall be concluded on NDP basis with applicable discount and term & conditions.
- 28. **ACCEPTANCE OF TENDER & RELAXATION OF TENDER CONDITIONS:**  
Normally, no condition of the tender shall be relaxed. However, the Director, CSIR-NML may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The final acceptance/decision will be taken after screening the offers by a duly constituted committee and The Director, CSIR-NML reserves the right to accept or reject any or all tenders either in part or in full.

**Sd/-**  
**Stores & Purchase Officer**  
**For and on behalf of CSIR-NML, Jamshedpur**

**Annexure-A**

Sl. no.	Item Category	Item Sub Category	Catalogue No	Item Description	Item Type	Item Unit	Rate Per Day	Discount	GST	HSN Code	Rental Charges	GST	Total
1													
2													

- Rent free Period, if any, may be indicated separately.

On the letter head of the firm submitting the bid document

**ANNEXURE 'B'**

Bid Form

To

The Director,  
CSIR – NATIONAL METALLURGICAL LABORATORY,  
Jamshedpur, Jharkhand

Sir,

**Ref: NML/GAS-RC/SM/24-25, date 18.06.2024.**

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 our price list/CD/DVD.

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net Dealer Price only.

S.N	DETAILS REQUESTED	DETAILS SUBMITTED
1	Name of the Bidder	
	Complete address, Phone no., Email and Name of contractors	
2	Make / Brand(s)	
3	Class of Supplier as per DIPP order dated 16.09.2020	Class I / Class II
4	Percentage of Local content as per DIPP order dated 16.09.2020 ( Self certification to be submitted )	%
5	Details of the location(s) at which the local value addition is made as per DIPP order dated 16.09.2020	
6	Compliance with National Standards	YES / No.
7	If sole distributor, then tender specific authorization letter from Manufacturer Attached	YES / No ( If no, tender will be rejected )
8	Discount from Manufacturer ( must be	

	stated )	
9	Any further discount from dealer ( must be stated )	YES/ No.
10	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.	YES/ No.
11	A requisite certificate/License to sell/refill these types of gases must be submitted.	YES/ No.
12	Rental per cylinder per day quoted in the BOQ	YES/ No.
13	Rent free Period, if any, may be indicated	YES/ No.
14	Supply through ( Direct / Dealer ) with complete contact details ( Phone & e-mailID must )	
15	Confirmation that prices quoted are FOR , CSIR-NML, Jamshedpur	
16	Delivery period	
17	Agreeing for Payment terms - 100% on Bill basis within 30 days after satisfactory receipt of material in good condition	
18	Agreeing for Liquidated Damages/Penalty clause	
19	The Bidder should have at least two Rate Contract with other CSIR Labs./Institutes/ Other Government Organizations /IITs/ Central Universities, over the past three years. They should enclose copies of those Annual Rate Contracts with complete name address phone no.s emails etc. of the organizations to whom they have supplied.	YES / No.
17	The Bidder should enclose : A. GST Registration Certificate B. PAN No. C. Profile of the firm	





**ANNEXURE 'C'**

**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)

**MANUFACTURERS' AUTHORIZATION FORM**

*[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 and be enclosed with the technical bid.]*

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**ANNEXURE 'E'**

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

Ref.No: \_\_\_\_\_

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

To,

\_\_\_\_\_

\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

I/We here by undertake that:

1. Shall submit the Test Report of gas purity 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)

**MANUFACTURERS' DECLARATION FORM**

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[Name of the Gas]*, having factories at *[insert full address of Manufacturer's factories]*, do supply the same gases under Rate Contract.

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

Signed: *[the Manufacturer]*

Name: *[the Manufacturer]* Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Annexure G**

**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 here by under take that:

3. Shall submit the Test Report of gas purity to prove conformity to specification along with the supply
4. 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.
5. Gas capacity and pressure of the cylinder should be mentioned in the certificate.

Thanking you,

Yours sincerely,

Signature  
Mobile No.

(Name and Address of Authorized Signatory)

(Dr. S. Chakravarty)  
Chairperson

(Dr. D. Mishra)  
Member

(Mr. Uday Bhaskar Rao)  
Member

**Bid Securing Declaration Form**

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

Tender No. \_\_\_\_\_

To (insert complete name and address

of the purchaser)I/We. The undersigned,

declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii)thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the BidSecuring Declaration)

Duly authorized to sign  
the bid for anon 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)

**(To be completed by the bidder On the Letter Head of the Bidder)**

Ref.No: \_\_\_\_\_

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

To,

\_\_\_\_\_

\_\_\_\_\_  
(Name& address of the Purchaser)

Sir,

Rental Charges shall be free for ..... days/ months from the date of delivery of gases at CSIR-NML, Stores Section.

Any other information may also be mentioned.

Yours sincerely,

Signature  
Mobile No.

(Name and Address of Authorized Signatory)

**Bid-Securing Declaration Form**

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

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse 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)