



सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान

(CSIR-Central Institute of Mining and Fuel Research)

बरवारोड/Barwa Road, धनबाद/Dhanbad - 826015 (झारखंड/Jharkhand), भारत/India



NIT No. CIMFR/PUR-3(23)2024/RC/Gases

Date: 07.10.2024

विषय/Subject: Rate Contract for Gases as per Price List/Offer Price for the year 24-25 up to June 2025.

1. CSIR-CIMFR, Dhanbad is interested to have Rate Contract for gases for a period up to 30.06.2025 with applicable price list/offer price for the year 2024-2025.

2. Applications/offers are invited from Indian Manufacturer/Principals or Distributor duly authorized by them and preferably located at Dhanbad having minimum 20% local content under the above consumables.

3. Indian Manufacturers/Principals or Distributor of Foreign Principals/Manufacturers not having minimum 20% local content can submit offer which will be dealt in light of CSIR guidelines and Govt. of India regulations on "Make in India" & "Foreign Procurement Procedure".

4. The Rate Contract is to be done with Indian manufacturer/Principal/Authorized distributor only. They further can authorize their dealer for supplying the items and receiving the payments.

5. The offer may be furnished extending the maximum benefit to this institute in terms of maximum discount (in %) through e-mail only against the NIT with current details and required declaration(s) as per enclosed Terms & Conditions within the stipulated time.

6. Director, CSIR-CIMFR, Dhanbad reserves the right to accept/reject any offer for awarding contract without assigning any reason thereof. No communication in this regard will be entertained until solicited for.

7. The Bid/Offer should be submitted on/before **30th Oct. 2024 (17:00 PM)** through e-tender portal and E-mail in PDF format only to cospcimfr@cimfr.nic.in with a copy to cimfrspo@cimfr.nic.in and pkuthwal@cimfr.nic.in. No other format of submission shall be entertained.

8. The NIT is published on E-Tender portal for information and opening of received bids only. All further process will be done offline and information will be furnished on CSIR-CIMFR, website i.e. <https://cimfr.nic.in/>.

9. The bid/offer not submitted as per the Tender Notice shall be summarily rejected.

10. The following documents comprising bid/offer need to be submitted:

- A) Annexure-I: A dully filled in Application Form as per the attached format.
- B) Annexure-II: A dully filled in Discount Form & Other Charges as per the attached format.
- C) Annexure-III: Dully filled in Compliance sheet as per the attached format along with the required documents mention in compliance sheet.

धन्यवाद/ Thanking you,
भवदीय/ Sincerely,

Sd/-
भंडार एवं क्रय नियंत्रक
Controller of Stores & Purchase

Rate Contract for Gases as per Price List/Offer Price for the year 24-25 up to June 2025.**Terms and Conditions****1. Rates:**

Rates as given in your price list shall be valid for the period of R/C. Prices must be GST compliant. **No upward revision in price will be accepted during currency of the rate contract under any circumstances. The bidder needs to provide an undertaking to this effect.**

2. Discount:

Rate Contract discount as offered shall be deducted from Catalogue Price. In the event of non-availability of catalogue price, the offer price not more than prevailing market price shall be considered.

3. Fall Clause:

The Rate Contract shall be guided by the "Fall Clause". It provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following condition of sale similar to those of the rate contract, at a price lower than the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract will be amended accordingly.

4. Delivery & Delivery Schedule:

All supplies must be on the basis of Door Delivery. CSIR-CIMFR Dhanbad has five establishments at five different locations at present viz. CSIR-CIMFR HQ, Barwa Road, Dhanbad, CSIR-CIMFR Digwadih Campus, Dhanbad, CSIR-CIMFR Ranchi Unit, CSIR-CIMFR Nagpur Unit and CSIR-CIMFR Bilaspur Uni. The authorize dealer shall be needed to supply to the above locations as per the order.

(N.B. The cost towards transportation etc. if not agreed, additionally over and above the price given in Price List shall not be paid. Delivery required to be made within 30 days of issue of the order unless otherwise specified. Supplies to be made for the total order in normal circumstances. Part billing shall not be accepted except in exceptional cases.)

5. Payment:

All payment shall be made on bill basis normally within 30 days after the delivery is made and accepted by CSIR-CIMFR, Dhanbad and on receipt of bill in order. Supplies should be made promptly within delivery schedule and must conform to our specifications. Bill must also be raised promptly after supply is executed. The detailed specification of the supply (name of gas/purity/pressure etc.) must be indicated in the bill. CSIR-CIMFR, Dhanbad will not be held responsible for delayed payment if the bill is not in order or delayed raising of bills. Part billing will normally not be accepted except when it is for final supply or in exceptional cases.

6. Loss, Damage & Shortage:

The firm shall be responsible for any loss, damage & shortage during transit. Payment shall be made for materials received in good conditions only. Any damage or shortage noticed on delivery, the same must be replaced within 3-4 weeks after intimation.

7. Liquidated Damage:

Director, CSIR-CIMFR, Dhanbad reserves the right not to accept the delivery beyond due date of supply and to claimed liquidated damages @ 0.5% per week subject to the maximum of 10% of the total order value for non-compliance of the order in time unless and until the situation falls under force majeure like wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

8. Taxes & Duties:

The Taxes (GST) as applicable will be paid as per rule. Your Price List must be GST compliant.

E- Way Bill/Road Permit/GST Inward Permit etc. will be the prime responsibility of the vendors or their transporter as they know the actual transportation schedule.

9. Local Dealer / Stockiest:

- i) There should be one exclusive authorized dealer / stockiest for each brand/ product. Any alteration of dealership / distribution ship shall be intimated & got accepted by CSIR-CIMFR, Dhanbad.
- ii) Orders shall be placed to local stockiest/dealer directly as per the terms & conditions of Rate Contract. The local dealer/stockiest may be asked to keep stock of essential Rate Contract items for ready supply ex-stock.

10. Validity of Rate Contract:

Rate Contract will be valid up to 30.06.2025 unless cancelled by Director, CSIR-CIMFR, Dhanbad. Rate Contract may also be extended beyond 30.06.2025 at the discretion of Director, CSIR-CIMFR, Dhanbad, subject to acceptance by the firm.

11. Force Majeure:

Force Majeure shall be acceptable.

12. Authorization:

A Letter of Authorization must be provided in case a product is quoted by any Indian distributor other than its original manufacturer.

13. Order Value:

The orders will be placed irrespective of value as per our requirement.

14. Price List/ Catalogue:

The current Price List (GST compliant) in soft copy as per the given Excel format need to be submitted. Also the CD only shall be required to be submitted.

15. Parallel Rate Contract:

CSIR-CIMFR, Dhanbad shall reserve the right to enter into more than one rate contract with the different suppliers for the same item on different rates.

16. Miscellaneous:

- (i) Director, CSIR-CIMFR, Dhanbad reserves the right to award/not to award contract, place orders with you or any other firm or cancel the rate contract without assigning any reason thereof.
- (ii) All disputes under the rate contract will be settled by the Director, CSIR-CIMFR, Dhanbad and will be binding on you subject to jurisdiction of Jharkhand High Court only.

18. EMD

NB:

- a) **The Rate Contract shall be done only for the gases.**
- b) **No bid/offer shall be accepted without dully filled in Application Form as per the attached format.**
- c) **No bid/offer shall be accepted without Dully filled in Compliance sheet as per the attached format along with the required documents mention in compliance sheet.**
- d) **All the attached documents must be attested/certified by the authorized signatory of the bidder/firm.**
- e) **All the required declarations, as per compliance sheet and the attached format, must be submitted on letter head of the firm and by the authorized signatory only.**
- f) **In case of any dispute/ambiguity that may occur in the process of selection, the decision of the Director, CSIR-CIMFR, Dhanbad in all matters relating to eligibility, acceptance or rejection of applications will be final and no query or correspondence will be entertained in this connection.**
- g) **A bidder/firm shall not be entitled for drawl of rate contract on mere submission of application only.**
- h) **If it is found at later date that any information/Certificate/Document given in the application is incorrect / false, the contract is liable to be cancelled / terminated.**
- i) **The crucial date for determining all the credentials shall be the closing date for receipt of applications.**

Application Form

Sl. No.	Particulars	Details
1.	Name & full address of the Applicant	
2.	Item/materials for which rate contract desired/applied for following gases (1) Oxygen (2) Nitrogen (3) Helium (4) Methane (5) Hydrogen (6) Carbon Dioxide (7) Carbon Monoxide (8) Argon (9) Any other (plz specify)	For Sl. No.....
3.	Name of brands/make of product (if any)	
4.	Income Tax PAN No. (in the name of the firm/company & not individual)	
5.	Name & full address of your banker / your dealer's banker (if dealer is appointed) along with bank account details.	
6.	If to be supplied & billed by Dealer: - Name & address of exclusive authorized / valid dealer / distributor	

(Signature of Authorized Signatory)

Name of company/firm with complete address/e mail & seal

Part-A. Discount Form

Sl. No.	Gas	Purity	Discount (%)
1.	Oxygen		
2.	Nitrogen		
3.	Helium		
4.	Methane		
5.	Hydrogen		
6.	Carbon Dioxide		
8.	Carbon Monoxide		
9	Argon		
10	Any other (plz specify)		

(Signature of Authorized Signatory)

Name of company/firm with complete address/e mail & seal

Part-B. Other Charges

Sl. No.	Item	Charges	Remarks (If any) (Please quoted Rs. 00.00 in case of no delivery charges)
1.	Delivery Charge for single cylinder		
2.	Delivery Charge for bulk cylinder		
3.	Cost of retention of cylinder: (If Cylinder is provided by supplier)		
	(a) After 30 days and upto 45 days		
	(b) After 45 days and upto 60 days		
	(c) After 60 days and upto 75 days		
	(d) After 75 days		
4.	Cost payable towards lost cylinder (per cylinder) (If Cylinder is provided by supplier)		

(Signature of Authorized Signatory)

Name of company/firm with complete address/e mail & seal

Compliance sheet

Sl. No.	Particulars	Complied (Yes/No)
(A) Documents to be Attached with Tender/Bid		
1.	Copies of latest award of rate contract issued by other Government Institutes/Depts. (Minimum 2 Nos)	
2.	Certified copies of relevant Tax Registration certificates (Please enclose copies of relevant papers only)	
3.	Copy of Income Tax PAN certificate (in the name of the firm/company & not individual)	
4.	Certificate of Authorization (In case of applicant is Authorized Distributor) The authorization from the concerned manufacturer to sell the items with validity covering the rate contract period up to 30.06.2025	
(B) Declarations to be Attached with Tender/Bid (On letterhead in the given format)		
1.	Declaration/Undertaking for No-upward revision of prices for CSIR-CIMFR, Dhanbad during Rate contract	
2.	Declaration of not giving higher discount to any other department.	
3.	Declaration for Current Price Validity up to 30.06.2025	
4.	Declaration that Prices Given in Price list are final and no other charges (Except GST)/(Except GST+ Transportation) is chargeable separately irrespective of order value	
5.	Declaration for non-applicability of security deposit	
6.	Declaration for compensation of loss or damage of cylinder.	
7.	Declaration for ensuring of quality & quantity.	
8.	Declaration regarding Make in India policy duly certified by CA/Auditor	
9.	Declaration regarding Land Border Sharing Countries	
10.	Declaration for Code of Integrity & conflict of interest	
(C) Price List/ Catalogue: (Indicate whether attached with bid/tender or will sent separately)		
1.	Current Price List (GST compliant) softcopy in given Excel format with a Printed Pricelist Book/PDF CD (01 No.)	
2.	Separate Bulk Quantity Price List (if any) in given Excel format with a Printed Pricelist Book/PDF CD (01 No.)	

Signature with Name & Stamp

Sample of Declaration (As per Compliance Sheet)
(On Letter Head only)

- (1) There will not be any up-ward revision in Prices during the Rate Contract Period. **(Item 1)**
- (2) No any other Government institution/department is offered higher discount than this. **(Item 2)**
- (3) Current/Offered Prices will be valid up to 30.06.2025. **(Item 3)**
- (4) Prices Given in Price list are final and no other charges (Except GST)/(Except GST+ Transportation) *(xxx whichever is not declared)* will be chargeable separately irrespective of Order Value. **(Item 4)**
- (5) There will not require any security deposit towards supply of cylinder. **(Item 5)**
- (6) Due care of safety and security of the cylinder provided by CSIR-CIMFR. In the event of any damage or loss of the cylinder, we will compensate the loss as fixed by CSIR-CIMFR. **(Item 6)**
- (7) The supply of gas shall be done strictly based on the requirement viz purity, pressure & quality. If any discrepancy is found at any stage, we will liable for penal action fixed by CSIR-CIMFR. **(Item 7)**

Signature with Name & Stamp

**Declaration for Make in India Policy
(On Letter head only)**

“I/We have read and understand the GOI notification no. P-45021/2/2017-PP(BE-II) dated: 16.09.2020 on Make in India policy issued by Ministry of commerce and industry. This is to certify/declare that the quoted items in our submitted pricelist of following brands have minimum local content* of 20% as per above notification

(*Local Content means the amount of value added in India which shall be the total value of the 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. Bidders can't claim local content by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.)

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

This is also to declare that the details of the location(s) at which the local value addition is made at:
.....
.....
.....”

Signature of CA/Auditor
Name:
Contact No.:
Email Id:
Other details:

Company authorized signatory
Name:
Designation:
Contact No:
Email Id:
Other Details:

**Declaration regarding Land Border Sharing Countries
(On Letter Head only)**

“I/We have read the tender document no. Along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India in accordance with the Govt. of India notification no. 6/18/2019-PPD (Public Procurement No.1) dated: 23.07.2020 and no. 6/18/2019-PPD (Public Procurement No.2) dated: 23.07.2020 by Ministry of Finance. Accordingly, I hereby certify that

“this bidder is not from such a country and is eligible to be considered”	
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Or

“this bidder is from such a country but is registered with the competent authority and the related document is attached and thus eligible to be considered”	
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Or

“this bidder is from such a country but to this country, Govt. of India extended lines of credit notified by Ministry of External Affairs and the related document is attached and thus eligible to be considered”	
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[Write ‘Yes’ in the appropriate box]

(Bidder for the purpose of this order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ 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 judicial person not falling in any of the descriptions of bidders started herein before, including any agency, branch or office controlled by such persons, participating in a procurement process.)

Authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other details:

**Declaration for Code of Integrity & conflict of interest
(On the Letter Head only)**

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____

I/We _____ hereby declare that I/we shall abide by the Code of Integrity for Public Procurement 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,

Name and Signature of the Authorized Signatory)
With Company Seal

(Write NA, if no case of debarment)

Code of integrity for Public Procurement means:

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.*