

**टाटा मूलभूत अनुसंधान संस्थान हैदराबाद / TATA INSTITUTE OF FUNDAMENTAL  
RESEARCH HYDERABAD**

प्लॉट नं. ३६/पी, गोपनपल्ली ग्राम, सेरिलिंगमपल्ली मंडल, रंगा रेड्डी जिला, हैदराबाद – ५०० १०७, तेलंगाना.  
Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District,  
Hyderabad - 500 107, Telangana, India.

टेलीफोन /Telephone: +91-40-2020 3020  
वेबसाइट /Website: www.tifrh.res.in

ई-मेल /Email: purchasegroup@tifrh.res.in  
तिथि /Date: 28.03.2024

**निम्नलिखित मदों के लिए एनआईटी व निविदा प्रपत्र (दो भाग पब्लिक टेंडर) / Notice Inviting Tender cum  
Tender Document (Two Part Public Tender) for the following items:**

**Bid Document - Rate Contract for the Supply of Gases and Cryoliquids for TIFR  
Hyderabad.**

**Rate Contract Period valid up to 31.03.2025.**

निविदा संख्या / Tender No.	<b>TIFR/PD/RC24-25/200002.</b>
प्रकाशन की तिथि / Date of Publishing	28.03.2024
प्री-बिड मीटिंग की तिथि / Pre-Bid Meeting Date	04.04.2024 at 11:00 hrs.
बिड सिक्योरिटी / Bid Security	Rs.10,000/-
बोली जमा करने की अंतिम तिथि / Last Date for Submission of Bid	22.04.2024 up to 13:00 hrs.
बोलियों के प्रारंभ होने की तिथि (भाग ए) / Date of Opening Bids Bids (PART A - TECHNICAL BID)	22.04.2024 at 15:00 hrs.

Both Technical Bid (Part A) and Financial Bid (Part B) to be submitted within the due date and time in separate envelopes and marked on top as Part A and Part B. These two sealed envelopes should be further put in one Master Envelope super scribed with the Tender No., Due Date in Bold Letters.

The Bids should be addressed to: The Administrative Officer, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad- 500 107, Telangana, India.

TIFR Hyderabad reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons there for.

Please see attached sheet for conditions of tender.

Note: All future corrigendum/addendum will be published only on TIFR Hyderabad website. All prospective bidders are requested to visit our website regularly for any such updates/Corrigendum/Addendum.

The Technical Bid received without payment of Bid Security shall be summarily rejected.

**Sd/-**  
**प्रशासनक अवधकारी / ADMINISTRATIVE OFFICER**  
**(क्रय अनुभाग) / (PURCHASE SECTION)**  
**टीआईएफआर हैदराबाद / TIFR HYDERABAD**

**NOTE:**

\* The bidder should ensure to submit the following:

1. Bid Security as per the tender.
2. Items to be supplied under Rate Contract as per Section 1 for Gases and Cryoliquids.
3. Eligibility Criteria as per Section 2.
4. Eligibility Criteria compliance sheet - Attachment of Annexure A.
5. Certificate of Local Content- Attachment of Annexure B.
6. Audited Annual Turnover Certified by CA - Attachment of Annexure C.
7. Bank Guarantee Format - Attachment of Annexure D.
8. The suppliers/bidders should submit all the applicable list of documents/enclosures/annexures as mentioned in the tender along with the local content certificate filled form as per Annexure – B. The supplier should provide the local content details / local value addition details with the applicable value. TIFR Hyderabad reserves the right to reject any tender (or) all tenders if not submitted along with the documents/enclosures/annexures/certificate of local content.
9. Undertaking for unconditional acceptance of tender all terms and conditions in letterhead duly signed and stamped as per Section 4.
10. Bidder's Information and Offer as per Section 5.
11. Financial Bid/ Price Bid (Part B) - Attachment of Annexure E.
12. Price Reasonability Certificate as per Section 6.
13. Undertaking regarding Blacklisting / Non-Debarment as per Section 7.
14. The Discount as per the Financial Bid/ Price Bid (PART-B: Annexure - E) available in the tender document will be offered by the manufacturer/ authorized distributors on the manufacturer's Price list for a period valid up to 31.03.2025 may be mentioned. The firms must offer a flat discount rate on all items instead of separate discount on different items, Chemicals etc. The Discount Offer should not be in any case less than the rate of discount offered to any Government Organization/Institute or any other party. The Certificate of price justification must be submit along with proposal.
15. Price validity/Acceptance letter valid for a period of one year up to 31.03.2025.
16. Offers sent through fax/email will not be accepted.

## List of Brands

**TIFR Hyderabad Invites Sealed Quotations from the reputed firms for the Supply of following Gases and Cryoliquids for a period valid up to 31.03.2025 under Rate contract.**

### Section -1

Sr. No.	Category
1	Liquid Nitrogen (99.999%)
2	Nitrogen-Gas (99.999%)
3	Mixture gas (H <sub>2</sub> - 10% + Ar - 90%) (99.99%)
4	Ar-Gas (99.999%)
5	Dry Ice
6	Methane gas (99.999%)
7	Hydrogen gas (99.999%)
8	Zero air gas (99.999%)
9	Oxygen gas (99.99%)
10	CO <sub>2</sub> gas (99.999%), High Purity
11	High purity Helium gas (99.999%)
12	Ultra high purity Argon gas (99.9995%)
13	Oxygen gas (99.999%), High purity
14	High purity and calibration gas filling and cylinders (99.999%)
15	Liquid Helium (99.999%)
16	Medical Grade Oxygen gas

#### **Note:**

The bidder should submit the following:

1. ISO Certificate for Manufacturing of Industrial Gases (9001:2015).
2. Safety Standard Certificate: Petroleum & Explosive Safety Organization (PESO) certificate by Ministry of Commerce and Industry.
3. Local warehouse address (evidence document) and undertaking to supply same day (or) next day within 24 hours. (Inclusive of Saturday & Holiday).
4. Certificate of Purity of Gases.
5. Authorization letter from Manufacturer.

## **SECTION 2 – ELIGIBILITY CRITERIA**

1. **BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS:**  
This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender.
2. The firm should submit the attested copies of GST Registration/PAN/TAN No/Bank Details.
3. The bidder should submit the ISO Certificate for Manufacturing of Industrial Gases (9001:2015).
4. The bidder should submit the Safety Standard Certificate: Petroleum & Explosive Safety Organization (PESO) certificate by Ministry of Commerce and Industry.
5. The bidder should submit the Local warehouse address (evidence document) and undertaking to supply same day (or) next day within 24 hours. (Inclusive of Saturday & Holiday).
6. The bidder should submit the Certificate of Purity of Gases.
7. The bidder should submit the Authorization letter from Manufacturer and should be valid throughout the Rate Contract period.
8. The firm should submit the Firm Registration Certificate and Audited Annual Turnover as per (Annexure – C) for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.
9. The firm should submit the valid Price List from the Manufacturer/ Principal fixed for a period valid up to 31.03.2025 along with the same Price list CD/Pendrive (Soft copy). No Price Escalation or No upward revision in price will be allowed during the contract validity period. In case downward price is applicable, the same is to be intimated immediately to TIFR-Hyderabad.
10. TIFR Hyderabad reserves the right to select or reject the Items/Brands, Manufacturer/ Principal, Agents.
11. The Agency/ Distributors should not have been blacklisted by any Govt., Semi -Govt. Dept, or any other organization, an undertaking to this effect to be provided with the Tender document as per Section 7.

**NOTE: The firm should submit the Eligibility Criteria compliance sheet as per Annexure - A and Local Content Certificate filled form as per annexure – B.**

### **SECTION 3 – TERMS AND CONDITIONS.**

1. PART “A” (Technical Bid) consisting of Technical Bid with Commercial Terms and PART “B” (Financial Bid) consisting of only Price shall be submitted in separate sealed envelopes duly superscribed with the tender ref. number, and the due date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The envelopes should be clearly marked on top as either PART “A” or PART “B”.

The two sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Purchase Officer, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The sealed master envelop has to be delivered by hand/courier at the security Gate Office of TIFR Hyderabad on or before 13:00 hrs. on the due date specified. The technical bid will be opened at 15:00 hrs. on the due date at Purchase Section, TIFR, Hyderabad. Tenders submitted after 13:00 hrs. on due date will not be considered.

2. In case the PART “A” and Part “B” bids are not sealed in separate envelopes the tender will be rejected.
3. The technical bid should not contain any indication of the price. The bidder should take special care not to mention anything related to pricing and costing aspect of whatsoever nature. The technical bid should include/contain only technical specifications, technical literature, drawing, quantity, manufacturing and delivery schedule, mode and terms of payment, mode of dispatch, the quantum and percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supply and for the services like erection and commissioning to be rendered by the tenderer. The details of the validity of the tender should also be indicated along with the commercial details.
4. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened at on later date. The opening date, time and venue will be intimated to the technically successful bidder.
5. The Quotations should be submitted along with all documents mentioned in this tender in a sealed covers, super scribing supply of Gases and Cryoliquids UNDER RATE CONTRACT for a period valid upto 31.03.2025, Tender No., due date & sealed and addressed to The Administrative Officer, TATA INSTITUTE OF FUNDAMENTAL RESEARCH, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500 107, Telangana, India.
6. Offers sent through fax/email will not be accepted.

7. Bid Security:

Bid Security for Rs.10,000/- in the form of D.D. in favor of "Tata Institute of Fundamental Research", payable at Hyderabad to be enclosed along with the tender.

Bid Security may be accepted in the form of Bank Guarantee (as per Annexure - D) from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Banker's Cheque from any of the Commercial Banks (or) Insurance Surety Bonds.

Bid Security should remain valid for a period up to 31.03.2025.

Bid Security shall be interest free and it will be refunded to the unsuccessful bidder without any interest. Bid Security will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect. The technical bid received without payment of Bid Security shall be summarily rejected.

REFUND OF Bid Security:

1. In case of unsuccessful bidder, the Rate Contract will not be awarded and Bid Security will be refunded to such unsuccessful bidder only.

2. Bid Security of the successful bidder shall only be returned to the bidder on successful completion of the rate contract period i.e 31.03.2025.

8. Bids/ Price offered must be valid for a period up to 31.03.2025 from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as nonresponsive.
9. Tata Institute of Fundamental Research, is a public funded Institute under the administration control of the Department of Atomic Energy (DAE), Government of India, and it is registered with the (DSIR) Department of Scientific and Industrial Research Government of India as Public Funded Research Institute vide their Registration No. 11/596/2013-TU-V dated 24st July 2019. This (DSIR Registration) of TIFR is valid up to 31.03.2025, TIFR Hyderabad IEC No. 0388122153. Price List excluding Custom Duty & Central Excise Duty/ GST should be submitted (IF ANY).The Bidders are requested to quote Customs Bounded Ware House Prices, if applicable. Prices quoted should be up to TIFR, Hyderabad. The Custom duty Rates /Exemption will be as applicable as per Govt. of India Rules as applicable & Registration with DSIR as per above details. The GST Rates will be as applicable.
10. The firm should submit the latest valid Price List from the Manufacturer/ Principal fixed for a period valid up to 31.03.2025 along with the same Latest Price list CD/Pendrive (Soft copy). No Price Escalation or No upward revision in price will be allowed during the contract validity period. Incase downward price is applicable, the same is to be intimated immediately to TIFR-Hyderabad.
11. The Purchase Order will be released as on when the material is required. The bidder should mention the order address to be placed clearly in the bid. No price escalation or no upward revision in price will be allowed during the contract validity period. Incase downward price is applicable, the same is to be intimated immediately to TIFR-Hyderabad. The material should be supplied against valid purchase order only. Bidder should ensure

the same strictly. TIFRH is not responsible for the material supply without purchase order (or) excess supply.

12. The supply of material will have to be completed within the stipulated time frame mentioned in the purchase order. If the supplier fails to deliver the goods within the time to be agreed upon, for delayed deliveries, TIFRH reserves the right to levy the liquidated charges @0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/ contract value.
13. Discounts offered shall be indicated clearly in terms of percentage on the manufacturer's price lists. The Discount as per the Financial Bid/ Price Bid (PART-B: Annexure - E) available in the tender document will be offered by the manufacturer/ authorized distributors on the manufacturer's Price list for a period valid up to 31.03.2025 may be mentioned. The firms must offer a flat discount rate on all items instead of separate discounts on different items, Chemicals etc. The Discount Offer should not be in any case less than the rate of discount offered to any Government Organization/Institute or any other party. The Certificate of price justification must be submitted along with proposal as per Section 6. Financial Bid/ Price Bid (Part B) should be submitted as per Annexure - E.
14. Special discount/prices, if any, applicable to the Research Institutions aided by the Govt. of India should be quoted separately.
15. Delivery: The Items should be delivered within a week's time. The delivery period should be mentioned in the bid. However efforts to be taken to deliver the products earliest. Material is to be supplied on FOR (TIFR Hyderabad) basis and inclusive of Packing & Forwarding and freight. Free replacement should be made against defective supply. Bidder should indicate the package by hazardous material along with the Material Safety Data Sheet (MSDS). Please mention delivery charges/ transport cost per trip separately, if applicable. Gas Cylinders/ Cryo Liquid Dewar should be rental free.

Non delivery of items will lead to cancellation of Purchase Order without any notice. In addition, action may be taken for removing the firm from Rate Contract.

Replacement: Damages / Broken / Inferior quality articles should be replaced by proper one at the earliest.

The material should be supplied against valid purchase order only. Bidder should ensure the same strictly. TIFRH is not responsible for the material supply without purchase order (or) excess supply.

The item supplied should be certified by the supplier to be of genuine quality/make and procured from the authorized stockiest /dealer/Manufacturer. The Supplies if rejected due to non-conformity with the specifications has to be removed and replaced within the stipulated period free of cost at the ultimate destination. In case of failure to do so the rejected supply shall be disposed of by TIFR at their own discretion and no claim shall be entertained.

The shortage, pilferage in transit will be sole Responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss



caused on this account. The defective supply will have to be replaced by the supplier within 7 days without freight/ transport charge. That the delivery/ Supply will be made on F.O.R basis to this Institute, by road transport, train or flight. Sales Tax (Trade Tax) and other Govt. levies will be paid extra as applicable. The articles should be securely packed to avoid damages etc. in transit. Supply be made from the latest batch of production with the maximum life period & original packing.

16. Payment: Within 30 days from the date of receipt and acceptance of material, at TIFR-Hyderabad. Payment will be processed against completion of all materials against Purchase order. For Imports, payment will be made by Wire Transfer after receipt and acceptance of materials.

No payment will be made for unsatisfactory supply. Incomplete proposals and proposals received after due date shall not be entertained.

17. Please mention the Catalogue No., Part No., and Make wherever required and also GST No. failing which your quotation will be rejected. All your future correspondences including Invoices should bear the GST No.
18. TRANSIT INSURANCE: The purchaser will not pay separately for transit insurance. Insurance is supplier's scope.
19. Two copies of CD/Pendrive of your catalogue/Latest Price List should be submitted to TIFR Hyderabad. Offers received without catalogue/Latest Price List will not be considered.
20. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
21. Tenderer should sign on all the pages of the tender document.
22. Bidders should submit undertaking for unconditional acceptance of tender all terms and conditions in letterhead duly signed and stamped.
23. All future corrigendum will be published in TIFR Hyderabad website only and no separate advertisement will be released for the same.  
  
All prospective bidders are requested to visit our website regularly for any such updates / Corrigendum. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications In order to allow prospective bidders, a reasonable time to take the amendment into account in preparing their bids, the Purchaser, at their discretion, may extend the deadline for the submission of bids.
24. Taxes: TIFR Hyderabad is a Public Funded Research Institute. The exemption of Customs Duty under the notification No. 51/96 dated 23.07.1996 and amended time to time will be applicable.  
  
GST with effect from 01.07.2017 and amended time to time will be applicable. The applicable TDS / other charges if any as per GST rule will be deducted as per new GST regime.

TIFR Hyderabad GST NO: 36AAATT3951F2ZG.

Deduction of Indian Income Tax Deduction at Source: The Deduction of Indian Income Tax Deduction at source (TDS) will be deducted as per IT Act. The taxes at the time of actual utilization of service etc. will be deducted if applicable any.

Supplier shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable as agreed, if so stipulated in the order.

25. List of other organizations where similar supplies have been made & having a rate contracts, such documentary evidence may please be attached.
26. The rate contract can be terminated at any time by giving one month's notice from TIFR Hyderabad without mentioning any reason.
27. Bids will be opened on the date and time mentioned in the tender document in the presence of the tenderer.
28. Acceptance of this tender form and submission of the quote within the stipulated time would be treated as: The tenderer has understood all requirements as described in our Tender document.
29. TIFRH will not be responsible for any postal delays.
30. Bidders shall note that TIFRH will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
31. Tenders from Manufacturers/Suppliers/Tenderers whose performance was not Satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.
32. Purchase Preference Policies.
  - i) The TIFR Hyderabad intends to give product reservation/purchase/price preference to local suppliers in line with current procurement policies of Govt. of India.
  - ii) For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP" (OM No. P-45021/2/2017-PP(BE-II) dated 04th June,2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure - B attached with the tender document.
  - iii) Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding

Net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

33. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process or whose Security deposit has been forfeited in the past, their bids will not be considered and treated as ineligible / disqualified.

34. Bidders may provide the details of registration at Government e -Marketplace (GeM) product details, confirmation on the product availability (or) non availability on GeM, registered bidder at GeM (or) not.

35. Packing: Standard Packing

i) The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, wherever appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any and in any subsequent instructions ordered by the Purchaser.

iii) Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

(A) Item Nomenclature

(B) Order/Contract

No.

(C) Country of Origin of Goods

(D) Supplier's Name and Address

(E) Packing list reference number

36. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.

37. Contacting the Purchaser: Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

38. Purchaser's Right to Vary Quantities at Time of Award: The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of Requirements without any change in unit price or other terms and conditions.

39. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.

(A) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

(B) Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

40. Bidders, please provide the PAN No., Bank Details, email ID, Contact person details, GST No., etc.

41. Supplier Integrity: The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

42. Force Majeure :

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

43. Termination for Default

(A). The Purchaser may, without prejudice to any other remedy for breach of contract, by Written notice of default sent to the Supplier, terminate the Contract in whole or part:

(i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.

(ii) If the Supplier fails to perform any other obligation(s) under the Contract.

(iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(B). For the purpose of this Clause:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchase, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

44. Resolution 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 thirty (30) days from commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may Page require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national (or) international forum, and national or international arbitration.

In case of Dispute or difference arising between the Purchaser and 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 Director TIFR Hyderabad and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

In the case of dispute between the purchaser and Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub clause above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

45. TIFR Hyderabad reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR, Hyderabad may be checked at TIFR Hyderabad website: [https://www.tifrh.res.in/index.php/commercial tenders](https://www.tifrh.res.in/index.php/commercial_tenders).
46. In case of any interpretational issues arises in this tender, the interpretation/decision of TIFR Hyderabad shall be final and binding on the bidder.

**SECTION 4 - TENDER ACCEPTANCE UNDERTAKING**

(To be returned by Tenderer along with the Tender duly signed)

To

The Administrative Officer,

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District.

Hyderabad - 500 107, Telangana, India.

Having examined the tender: TIFR/PD/RC23-24/200002 document for supply of GASES AND CRYOLIQUIDS UNDER RATE CONTRACT, we the undersigned hereby Offer to supply the GASES AND CRYOLIQUIDS as per terms and conditions set out in the tender document. In case of downward price movements during the period, we promise to pass on the advantage to TIFR Hyderabad.

Certified that the Price List/Price Catalogue of \_\_\_\_\_ for \_\_\_\_\_ submitted with rate contract tender for a period valid upto 31.03.2025 is uniform price list throughout the territory of India. We enclosed all the relevant documents as per the tender.

Date:

(Signature of Bidder)

Name:

Designation:

Firm Name:

Seal

**SECTION 5 – BIDDER'S INFORMATION AND OFFER**

(To be returned by Tenderer along with the Tender duly signed)

CATEGORY OF ITEM:

NAME & ADDRESS OF THE TENDERER:

TELEPHONE NO:

FAX NO:

MOBILE NO:

E-MAIL:

FIRM STATUS MANUFACTURER/AUTHORISED DISTRIBUTOR: (TICK whichever is applicable) BRAND

OFFERED:

DISCOUNT OFFERED:

SPECIAL DISCOUNT IF ANY?

GST APPLICABLE:

WHETHER ISO CERTIFICATE FOR MANUFACTURING OF INDUSTRIAL GASES (9001:2015) ATTACHED?

WHETHER SAFETY STANDARD CERTIFICATE: PETROLEUM & EXPLOSIVE SAFETY ORGANISATION (PESO) CERTIFICATE BY MINISTRY OF COMMERCE AND INDUSTRY ATTACHED?

WHETHER LOCAL WAREHOUSE ADDRESS (EVIDENCE DOCUMENT) AND UNDERTAKING TO SUPPLY SAME DAY (OR) NEXT DAY WITHIN 24 HOURS (INCLUSIVE OF SATURDAY & HOLIDAY) ATTACHED?

WHETHER CERTIFICATE OF PURITY OF GASES ATTACHED?

WHETHER AUTHORISATION LETTER FROM MANUFACTURER IS ATTACHED?

DELIVERY BY MANUFACTURER/AUTHORISED AGENT (Tick whichever is applicable)

Date:

(Signature of Bidder)

Name :

Designation:

Seal

**SECTION 6 – PRICE RESONABILITY CERTIFICATE**

**(DECLARATION BY BIDDER )**

PRICE REASONABILITY CERTIFICATE REF: TIFR/PD/RC23-24/200002 FOR RATE CONTRACT FOR THE SUPPLY OF GASES AND CRYOLIQUIDS FOR A PERIOD VALID UPTO 31.03.2025.

I/We \_\_\_\_\_ have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein.

We hereby declare that all the particulars given in this application are true, complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked for by the TIFRH. In the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract, our contract may be cancelled and all our claims may be forfeited by the TIFRH.

We certify that the discount offered to TIFRH under the Rate Contract is not less than the rate of discount offered by us to any other Government Organisation/ Institute or any other party.

We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of the TIFRH.

We also undertake that all the terms such as Product Range, Price, discount, Delivery/other charges, Terms of Payment and also the name/s of the Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will promptly change our Distributor/Supplier if a request/complaint is received from your end with regard to this effect due to any reason.

The decision of competent authority of TIFRH with respect to this Tender-Result will be fully agreeable and binding on us.

Competent Authority to sign:  
Name, Designation:  
Date with stamp & seal of organisation



**SECTION 7 – UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT**

To

The Administrative Officer,  
TATA INSTITUTE OF FUNDAMENTAL RESEARCH  
Plot No.36/P, Gopanpally Village,  
Serilingampally Mandal, Ranga Reddy District.  
Hyderabad - 500 107,  
Telangana, India.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/Services during the last 5 years.

Authorised Signatory

Date:

**PART - A**  
**TECHNICAL BID**

**Annexure-A**

**Eligibility Criteria Compliance Sheet**

<b>Sr. No</b>	<b>Name</b>	<b>Attached (Yes/ No)</b>
1	Name of the Organization/Firm, location of Registered Office with complete address with Telephone/Fax Nos. and e-mail address. For outstation Agencies Address of Registered local branch office and contact Nos.	
2	Status of the Applicant Firm 1. Manufacturer (or) 2. Distributor/ Stocklist/ Re-Seller/ Other	
3	Goods & Services Tax and Professional Tax Registration. (Copy of the same may be attached.)	
4	TAN & PAN of the firm	
5	Details of Bid Security of Rs.10,000/- in the form of DD (or) Bank Guarantee (as per Annexure - D) from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Banker's Cheque from any of the Commercial Banks (or) Insurance Surety Bonds.	
6	The firm should submit the Firm Registration Certificate and Audited Annual Turnover as per (Annexure - C) for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.	
7	The firm should submit the Valid Price List from the Manufacturer/ Principal fixed for a period valid upto 31.03.2025 along with the same Price list CD/Pendrive (Soft copy). No Price Escalation or No upward revision in price will be allowed during the contract validity period. In case downward price is applicable, the same is to be intimated immediately to TIFR-Hyderabad.	
8	Bank Details	
9	Price Reasonability Certificate as per Section 6 (Declaration By Bidder)	
10	Undertaking Regarding Blacklisting / Non - Debarment as per Section 7	

11	Tender Acceptance Undertaking as per Section 4 (To be returned by Tenderer along with the Tender duly signed)	
12	The bidder should submit the ISO Certificate for Manufacturing of Industrial Gases (9001:2015).	
13	The bidder should submit the Safety Standard Certificate : Petroleum & Explosive Safety Organisation (PESO) certificate by Ministry of Commerce and Industry.	
14	The bidder should submit the Local warehouse address (evidence document) and undertaking to supply same day (or) next day within 24 hours. (Inclusive of Saturday & Holiday).	
15	The bidder should submit the Certificate of Purity of Gases.	
16	The bidder should submit the Authorization letter from Manufacturer.	

**Certificate for Local Content**

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

OR

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

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

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

\*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

**NOTE:**

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

**Audited Annual Turnover**

<b>S.No.</b>	<b>Financial/ Accounting Year</b>	<b>Profit (Rs.)</b>	<b>Loss (Rs.)</b>	<b>Annual Turnover (in INR)</b>
1.				
2.				
3.				

**Authorized Signatory with Seal**

**Note:**

**This Audited Annual Turnover (Annexure - C) for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.**

**Bank Guarantee Format**

In consideration of the TATA INSTITUTE OF FUNDAMNETAL RESEARCH HYDERABAD (hereinafter called“THE TIFR”) having agreed under the terms and conditions of Public Tender No.....dated.....made between TIFR..... and M/s..... (hereinafter called “the said Contractor{s}”). For the Public Tender..... (hereinafter called “the said Public Tender”) having agreed to production of an irrevocable bank Guarantee for Rs. ....From the contractor(S) for compliance of his obligations in accordance with the terms and conditions in the said Public Tender , we ..... (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the TIFR an amount not exceeding Rs.(Rs... ..... only) on demand by the TIFR.

2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees... ..... only)

3. We, the said bank, further undertake to pay to the TIFR any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We... .....(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during period that would taken for the performance of the said Public Tender and that it shall continue to be enforced till all the dues of the TIFR under or by virtue of the Public Tender have been fully paid and its claims satisfied or discharged or Public Tender ion behalf of the TIFR certified that the terms and conditions of the said Public Tender have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We... .....(indicate the name of Bank) further agree with the TIFR that the TIFR shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Public Tender or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to for

bear or enforce any of the terms and conditions relating to the said Public Tender and we shall not be relieved from or liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any for bearance , act of mission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 .This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We,..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent to the TIFR in writing.

8. This guarantee shall be valid up to .....unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed Dated the ..... day of .....  
for ..... (indicate the name of Bank).

**PART - B**

**Annexure - E**

**TIFR Hyderabad Tender No & Date:**

**Due Date:**

**Financial Bid**

**(To be submitted on firm letterhead and in original)**

Sr. No.	ITEM CATEGORY	PURITY	UOM (UNIT OF MEASUREMENT)	PRICE PER UOM	CAPACITY OF THE CYLINDER	DISCOUNT	TAX

(For each Make /Manufacture / Principals, please mention each discount separately. You canenrolled any brand/make in category ,if you have valid authorisation from company

Competent Authority to sign:  
Name, Designation:  
Date with stamp & seal of organisation

- NOTE: 1) All the column should be appropriately filled.**  
**2) Please mention delivery charges/ transport cost per trip seperately, if applicable.**  
**3) The delivery of material should be F.O.R. TIFR-Hyderabad basis.**

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