



CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
(CSIR-Council of Scientific & Industrial Research) CHELUVAMBA
MANSION, MYSORE-570 020

**NOTICE INVITING E-TENDER FOR RATE CONTRACT FOR REFILLING OF INDUSTRIAL GASES
(COMMERCIAL , HIGH PURE / IOLAR GASES, REPAIR & SEVICING AND SUPPLY OF RENTAL
CYLINDERS.**

FT/S&P/ARC/Gases/2023-24

18th May, 2023

CSIR-CFTRI is one of the constituent Laboratories of CSIR, under the aegis of Ministry of Science & Technology, Government of India, engaged in Research & Development in Food Science & Technology.

Offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Manufacturers or their Authorized Distributors/ Dealers** who are located at **Mysore/ Bangalore City** for entering into **Annual Rate Contract (ARC) for Refilling of Industrial Gases for the FY 2023-24.(01.07.2023 to 30.06.2024)**

Important Note:

1. Last date
 - a. For Tender submission upto 2.30 pm (IST) on 7th June, 2023 online in etenders.gov.in.
 - b. Tender opening @ 02.30pm on 8th June, 2023.
2. Prospective bidders may visit etender.gov.in and also our institute website www.cftri.res.in for detailed Terms & Conditions.

(For CSIR-INDIA)
Stores & Purchase Officer
CSIR-CFTRI, MYSORE- 570020
e-mail: sosp@cftri.res.in/cosp@cftri.res.in
Phone: 0821-2515440/2515447

CRITICAL DATE SHEET

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FT/S&P/GASES/ARC/2023-2024

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	18/05/2023 @ 06.00p.m.
2.	Document Download Start Date & Time	18/05/2023 @ 06.00p.m.
3.	Seek Clarification Date	18/05/2023 @ 06.15p.m
4.	Seek clarification End Date	23/05/2023 @ 2.30p.m
5.	Bid submission Start Date & Time	23/05/2023 @ 2.30p.m.
6.	Bid submission End Date & Time	07/06/2023 @ 2.00p.m.
7.	Bid Opening Date & Time	08/06/2023 @ 2.30p.m.



CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
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MANSION, MYSORE-570 020

FT/S&P/ARC/Gases/2023-2024

18th MAY, 2023

Notice Inviting E-Tender for Rate Contract for Refilling of Industrial Gases (Commercial, High Pure / Iolar Gases, Repair & Servicing and supply of rental Cylinders.

CSIR-Central Food Technological Research Institute (CFTRI), Mysore is a pioneer public funded R&D Institute in Food Science & Technology. CSIR-CFTRI is one of the constituent laboratories under the aegis of **Council of Scientific & Industrial Research (CSIR), Ministry of Science & Technology, Government of India.** CSIR-CFTRI intends to enter into an **Annual Rate Contract (ARC)** for the following categories of items for the FY: 2023-2024 (01.07.2023 to 30.06.2024). In this regard, the Manufacturers/ sole Authorized Distributors/Dealers requested to submit the quotations duly signed by Authorised Authority for the categories of items as mentioned below.

1. Details for refilling of Industrial Gases(Commercial, High Pure/IOLAR Gases) under Annual Rate Contract:

Sl. No.	Description of Industrial Gases	Purity
1.	Acetylene Gas (DA)(Commercial)	99.99%
2.	Hydrogen Gas (Commercial)	99.99%
3.	Hydrogen Gas (IOLAR / HP)	99.995%
4.	Carbon-di-Oxide (31kg/cyl) (Commercial)	99.9%
5.	Zero Air (Commercial)	99.5%
6.	Oxygen (Commercial)	99.9%
7.	Argon (Commercial)	99.995%
8.	Argon (HP)	99.999%
9.	Helium (Commercial)	99.995%
10.	Nitrogen Gas (Commercial)	99.99%
11.	Nitrogen Gas (IOLAR / HP)	99.9997%
12.	CO2 Food Grade	99.8%

2. **Details for Repair & Servicing of Institute Gas Cylinders under Annual Rate Contract:**

Sl No.	Work/Item Description
1	Valve Guard
2	Valve
3	Spindle & Washer
4	Cleaning of Cylinder
5	Top Nut
6	Cylinder Testing Charges/ Hydraulic Testing
7	Cylinder Painting

3. **Details for Rental basis cylinders filled with gases as mentioned at Sl.No.1 under Annual Rate Contract:**

Sl No.	Period
1	Rental free duration (No. of days)
2	Applicable Rental Charges after rental free duration.

The **eligibility criteria** for participating in the bidding process are as under:-

1. In case the bidder is not a manufacturer, the prospective & Authorised Bidder should submit the **Manufacturers Authorization Form (MAF)** that are to be duly filled in & signed by the original manufacturer **as per Annexure - A** (enclosed) and executed on the **Letter head of the Manufacturer (Exclusively addressed to Director, CSIR-CFTRI)**. The MAF that should be valid till **30th June 2024** must be submitted along with the offer, failing which the offer will be summarily rejected.
2. It may kindly be noted that your bid should be in **single bid**.
3. The acceptance of the quotation will rest with the Competent Authority i.e., **The Director, CSIR-CFTRI** who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason thereof. Decision of the Director of the Institute will be final and binding for all concerned.
4. **The suppliers have to collect empty cylinders from our Stores and deliver filled cylinders to our Stores as per requested Industrial Gases Listed in Annexure - I from their Depot or Warehouse at Mysore/Bangalore or else supply the material**

through their sole Authorized Distributor/Dealers based at Mysore or Bangalore within the delivery schedule as per CSIR-CFTRI requirement.

5. Price quoted is valid for one year w.e.f the date of issue of the Award of ARC. The price quoted should be inclusive of all taxes, packing & forwarding and freight (Collecting empty cylinder from Stores, CSIR-CFTRI and delivery of filled cylinders to our Stores) & insurance upto Stores Section (Transit Stores), CSIR-CFTRI, Mysore. No separate payment shall be made for to & fro transport charges/ per trip for collecting empty/delivery of filled cylinders.
6. The bidder must upload the **BOQ** (Excel format) / Price Schedule Form (pdf)** as annexed to the Tender document @ **Annexure - I**. Please quote the best price **Maximum discount on your Price List (Current Financial Year only i.e 01.07.2023 to 30.06.2024)** as applicable to Government/Public Funded Research Institutes. Discount must be indicated in words as well as in figures. In case of any discrepancy, the discount offered in words will only prevail. **The price and the discount should clearly be mentioned in the Offer letter and uploaded in PDF format along with the other documents.**

Note: ** If Bidder is not able to upload the BOQ in e-tender, they may upload the Price and Discount offer in PDF Format along with other Tender documents. In the event of any deviation/discrepancy due to any inconvenience in the provided BOQ Form, such deviation/discrepancy will be ignored and the discount offered in PDF Format by the bidder will be considered. The BOQ is uploaded only to meet the technical requirements of the CPP Portal. The Price/ Discount offered in PDF Format of our NIE T Terms & Conditions will only be considered by CSIR-CFTRI.

7. Prices are required to be quoted in unit basis (Cubic meters) indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. **Discounts in case of more quantity of Order/supply of gases** if any should also be indicated. The items should be quoted indicating the **Serial No. of our RFQ (Request for Quotation)**.
8. Copy of Document proof of **license issued by Competent Authority for refilling of various industrial gases and PAN & GST Number (GSTIN) etc.** in your quotation for our records.
9. Those firms who are already in current rate contract for the year 2023-24 with CSIR-CFTRI, should upload at least **3 Purchase Order copies** under rate contract (2022-23) for the same category in which they are offering proposal.
10. Those firms who are **not** in the existing rate contract (2022-23) with CSIR-CFTRI, should upload at least **3 Purchase Order copies** under the existing Rate Contract with any other Government/Semi-Government/Autonomous Organisation, with their proposal for same category.

11. All supplies are subject to inspection and approval before acceptance. Manufacturer/Government approved **Lab Test Certificate** (Purity Certificate / Certificate of Analysis -CoA wherever applicable) should be furnished along with the supply. The cylinders are to be checked for any leakage. **Necessary Test Certificates** (Explosive Certificate from Explosive Dept., ISI Mark Certificate Cylinder Testing Certificate/Acceptance of Cylinder Certificate, Gas Purity Certificate etc whatever applicable) from the Competent Authority should be submitted along with supply & Invoice for payment.
12. As a precautionary measures, the cylinders need to be checked for any **repairs, leakage, and replacement of any spares** before refilling of gas. If any defects found during inspection, it may kindly be intimated to our Office through email for further process. In case of **loss of gas due to leakage before R&D use** at our Institute, free replacement should be made within 1-2 weeks from the date of intimation.

Terms and Conditions:

1. Purchase Order will be awarded up to the **last day of currency of ARC** and the Rate Contract will be in force for the purpose of delivery for all the items ordered during the currency of Rate Contract. Once a supply order is awarded on the supplier for supply of items in terms of the ARC during the validity period of ARC, that supply order becomes valid and binding the contract. Ordered item during the currency of the ARC can be supplied beyond the validity period of ARC.
2. In case the items in the RFQ are presently covered by any Rate Contract or running contract finalized by any other State or Central Government, it should be specified in your quotation and **accepted Rate Contract rates** by them should also be mentioned.
3. The ARC Holder on receipt of Purchase Order shall check the order for its correctness as per the Terms & Conditions of RC and take up the matter with CSIR-CFTRI, MYSORE for **corrections / amendments if any required**, in order to avoid any dispute at a later stage. In case, higher rates have been inadvertently mentioned for any particular item, the RC Holder must inform CSIR-CFTRI, MYSORE about the same and proceed with the supply as per the RC approved rates only.
4. The Rate Contract will also be applicable for the purchases made by the **Scientists/Technical Officers/Students of CSIR-CFTRI, MYSORE on Cash/ Credit purchase basis as per extant procedure, rate and Terms & Conditions of ARC**. Manufacturers or their Authorized Distributors / Dealers are not allowed to charge higher prices than those approved under the ARC.
5. In case of emergency, CSIR-CFTRI may purchase the same item under ARC through **ad-hoc contract with a new supplier/s** as per extant procedure.
6. **Parallel Rate Contract:** CSIR-CFTRI reserves the right to conclude more than one rate contract for the same Category of gases and has the option to re-negotiate the price(s) with the rate contract holder(s).
7. **Delivery:** The Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period will have to be strictly adhered to in case an order is placed. The delivery should be made within **10 working days** in case of **Ordinary gases (Commercial, Iolar / High Pure gases)**. However, in case of **Special gases**, delivery should be made within **3-4 weeks** from the placement of order.
8. CSIR-CFTRI reserves the right to cancel the total/part purchase order, if the delivery gets delayed **more than 15 days** from the stipulated delivery period given in the Purchase Order.

9. All payments due shall be made within 30 days from the date of supply subject to inspection and acceptance of items against the submission of pre-receipted bill in triplicate copies which should be duly stamped, sealed & signed on all the copies of the Invoice. The firm shall furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc in the invoice to enable CSIR-CFTRI, MYSORE to make payments through NEFT / RTGS.
10. CSIR-CFTRI , is not eligible to issue any concessional rate of certificate for GST. Hence, you may quote GST as applicable.
11. TDS (on IT/GST) will be recovered as per Rules in case of Servicing/Repairs/ Maintenance /Installation / GST charges etc.
12. **Liquidated Damages (LD)**
- 12.1 **LD Clause for delays:** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
- 12.2. If the deliveries are not made and due to that, if the purchaser is forced to buy the undelivered material from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting supplier at our discretion as per procedure.
13. **Fall Clause:**
- 13.1 The ARC will be guided by the Fall Clause. The **price to be quoted** (Price as indicated in the price list less discount plus taxes and duty if applicable) **by the Bidder under the Rate Contract should in no event exceed the Rate Contract price at which the Bidder sells the Stores of identical description and terms and conditions to any other organisation during the currency of Rate Contract.** If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the Rate Contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the ARC and the ARC will be amended accordingly.
- 13.2. An undertaking is required to be given by all the manufacturers that **“the rates offered by them are not more than the rate offered to any other Government Agencies/Institution and the discount offered is not less than the discount offered to any other Government Agencies/Institutions”**. In case any such discrepancy is noticed, they shall refund the amount to CSIR-CFTRI and also Rate Contract is liable to be cancelled.
- 13.3. During the Rate Contract period, **special offer** introduced by Manufacturer/supplier must be offered to CSIR-CFTRI and should be intimated in advance. However, Director CSIR-CFTRI will retain the right to avail the offer.

14. Compliance with National/International Standards if any should be complied with.
15. Director, CSIR-CFTRI reserves the right to terminate the ARC without any notice and without assigning any reason in case the performance of the Bidder is found consistently unsatisfactory or due to the serious lapse on the part of the Bidder.
16. The contract is valid for a period of one year from the date of Award of Order. However, the **Director, CSIR-CFTRI** retains the option to extend the contract on same price and terms & conditions for another year after expiry with the mutual consent.
17. Quoting of Pool rates, Cartel formation, Bid rigging, Collusive bidding etc are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative actions like rejecting the offers and reporting the matter to Competition Commission of India will be initiated against such firms on case to case basis as approved by the Competent Authority (CA).
18. The Rental Cylinders shall be supplied by firms to the end user/s at CSIR-CFTRI under intimation to Stores Dept and shall be collected from our Stores after usage.
19. e-Payment will be made as per actual quantity refilled & only after the receipt and inspection of the Gas Cylinders duly refilled at our Store.
20. The bidder shall comply all the guidelines of Environmental Management System(EMS) and Gas Cylinder Rules 2016 (Govt. of Karnataka/ Govt. of India)
21. Liquidated damage equivalent to cost incurred by CSIR-CFTRI will be recovered from you in case damage or loss of our cylinders at your end.
22. All disputes subject to Mysore Jurisdiction only.
23. It may Kindly be noted that :

CSIR-CFTRI, MYSORE reserves the right to reject any proposal or to conclude more than one RC for the same item and has the option to re-negotiate the prices with RC Holders.
24. **Settlement of Disputes:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation in case any disagreement or dispute arising between them in connection with the Rate Contract.
 - a) 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.

- b) In any dispute or difference arising between the Parties hereto as to the construction interpretation , effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any part against other or in regard to any other matter under these presents but excluding any matters , decisions or determination of which is expressly provided for in this Agreement , such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) , Delhi High Court , New Delhi and cost will be applicable as decided by them.

A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 2015, the rules framed thereunder for the time being in force.

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

26. All the above instructions and our standard terms and conditions must be complied failing which your offer shall be liable for rejection.

27. Bidders are requested to refer CSIR-CFTRI website www.cftri.res.in for tender's **other General Terms and Condition** which are also an integral part of this tender. [Path: Home Page ➡Tenders ➡Standard Tender Document (Scrolling Text)]

The Bidders/Tenderers will have to confirm in writing in their offer that all the terms & conditions mentioned above are acceptable to them

(For CSIR-INDIA)

Stores & Purchase Officer

CSIR-CFTRI, MYSORE- 570020

e-mail: sosp@cftri.res.in / cosp@cftri.res.in / sosp1@cftri.res.in

Phone: 0821-2515440/2515447

Annexure - I

I. Categories of Price list for refilling following Industrial gases :

Sl. No.	Item Description	Purity	Discounted Rate/per Cubic meter (In Rs.)	GST Applicable (%)
1	Acetylene Gas (DA) (Commercial)	99.99%		
2	Hydrogen gas (Commercial)	99.99%		
3	Hydrogen gas (IOLAR/HP)	99.995%		
4	Carbon-di-Oxide (31kg/cyl) (Commercial)	99.9%		
5	Zero Air (Commercial)	99.5%		
6	Oxygen (Commercial)	99.9%		
7	Argon (Commercial)	99.995%		
8	Argon (HP)	99.999%		
9	Helium (Commercial)	99.995%		
10	Nitrogen gas (Commercial)	99.99%		
11	Nitrogen gas (IOLAR/HP)	99.9997%		
12	CO2 Food Grade	99.8%		

II. Spares & Servicing of Institute Cylinder for the following

Sl. No.	Item Description	Charges Applicable	Gst Applicable (%)
1	Valve Guard		
2	Valve		
3	Spindle & washer		
4	Cleaning of Cylinder		
5	Top Nut		
6	Cylinder Testing charges		
7	Cylinder Painting		

III. Supply of above 12 Categories of Industrial gases filled in on rental basis :

Sl. No.	Period	Rental Charges	Gst Applicable (%)
1	Rental free duration (No. of days)		
2	Applicable Rental Charges after rental free duration.		

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.

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]*