



CSIR- Indian Institute of Integrative Medicine
(Formerly known as Regional Research Laboratory)

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Tender No: 07(20)02-2020-P Dated 20 January, 2021

TENDER DOCUMENT

FOR

THE SUPPLY / REFILLING OF LOCAL GASES

INVITATION FOR BIDS / NIT

01 Director, CSIR- Indian Institute of Integrative Medicine, Jammu, invites e-bids from suppliers of Srinagar through etenders.gov.in portal for purchase of items listed below:

Sl..No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	07(20)02/2020-P Dated 20 th Jan, 2021	Annual Rate Contract For supply/refilling of local gases	–	Single	NIL

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. We are inviting rate contract proposals for the following category of products.

Category
Co2 and Liquid Nitrogen and other local gases.

The Rate Contract shall be valid for one year from the date of receiving of award letter of Rate Contract.

02. The Director, CSIR- Indian Institute of Integrative Medicine, Jammu reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	20-01-2021 05.00 PM
2.	Sale/document Download Start Date & Time	20-01-2021 05.00 PM
3.	Last Date & time for receipt of queries	25-01-2021 03.00 PM
4.	Pre-bid Conference, if any	NA
5.	Bid Submission Start Date & time	20-01-2021 05.00 PM
6.	Bid Submission End Date & Time	04-02-2021 03.00 PM
7.	Bid Opening Date & Time	05-02-2021 03.00 PM

TERMS & CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
2. Vague terms like “Packing, forwarding, transportation etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.
3. The bidder should ensure that the prices quoted are **FOR, CSIR-IIIM, Branch Lab, Sanatnagar, Srinagar**, basis, including its packing, forwarding and unloading at **CSIR-IIIM, Branch Lab, Sanatnagar, Srinagar** as per the purchase order and inclusive of all taxes and duties. If Ex-works/godown prices are quoted then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. In case of temperature controlled products, necessary precautionary measures shall be taken so that the item(s) remain in the specified temperature till its delivery to the end user.
4. As per Govt. of India procurement policies,
 - a. **Only class-I Local Supplier and class-II Local Supplier defined under the Department of Promotion of Industry and Internal Trade (DPIIT) order date 4th June, 2020 shall be eligible to participate.**
 - b. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 200.00 lakhs.
 - c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 29.05.2019 or by the competent Ministries/Departments in pursuance of this order.

‘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.

Model Clauses for Tenders

- 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.
- 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 bidders stated hereinbefore, 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 this Order means:-
- a. An entity incorporated, established or registered in a such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in a such a country; or
 - d. An entity whose beneficial owner is suited in a 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 percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustees, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

5. **Origin of the each item should be mentioned by the bidders.**
6. It may kindly be noted that your bid should
 - A) be in **Single part bidding**
 - B) accompany No Bid Security
4. Each quotation must be sent electronically in single cover through e-procurement portal (etenders.gov.in)
5. The acceptance of the quotation will rest with the competent authority of Indian Institute Of Integrative Medicine Jammu, 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.
6. Price quoted should be net and valid for a minimum period of 120 days from the date of opening of the quotation.
7. Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional/Unsigned tenders shall not be considered
8. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
9. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
10. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
10. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The foreign manufacturer directly or through one Indian agent on his behalf; or
 2. Indian/foreign agent on behalf of only one principal.
11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.

12. This lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.
13. The mode of dispatch/transportation of the items must be by **Air/Sea/Rail/Road only.**
(Retain one only).
14. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
19. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
20. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.
22. All disputes shall be settled in the courts of Jammu (J&K) Jurisdiction only.
23. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
24. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
25. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website <http://www.iiim.res.in> under the heading tenders.

Yours faithfully,
Sd/-
Store & Purchase Officer