



ICAR - CENTRAL INLAND FISHERIES RESEARCH INSTITUTE

**AN ISO 9001 : 2015 Certified Organization
Barrackpore, Kolkata-700 120, West Bengal**

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GST No.19AAAGC0090D1ZX

No. Rate Contract (Gas refilling)-311(9)/2020-Stores

Dated : 29.09.2020

OPEN E-Tender Notice

E-Tender Id.:- “2020_DARE_586851_1”

E-procurement for annual rate contract for Refilling of different gases at ICAR-CIFRI, Barrackpore

Sub : Online Quotation through e-procurement Portal (CPPP) for Annual rate contract for Refilling of different gases at ICAR-CIFRI, Barrackpore – Reg.

The Director, ICAR-CIFRI invites online Quotation through e-procurement portal (www.eprocure.gov.in) in 2 (two) **Bid Systems** from the Firms/Agencies from Urban Agglomerate of Kolkata for Annual rate contract for Refilling of different gases at ICAR-CIFRI, Barrackpore. The tender document and specification details may be downloaded from the Institute’s Website: www.cifri.res.in or e-procurement portal www.eprocure.gov.in. The bidders have to abide by the terms and conditions enclosed at Annexure-I and the specifications mentioned at Annexure-II.

No bid other than online quotation shall be entertained. Bidders need not to submit hard copies and should submit authenticated and valid document through CPP Portal only. There is no EMD required for this bid, however, the successful bidder(s) have to submit a performance Security demanded in the Work Order. An undertaking in this regard must be submitted by the bids in the enclosed format at **Annexure-IV**, failing which, the bid shall be considered as non-responsive.

The tentative Schedule of processing of quotation is as follows:-

1.	Date and Time for Issue/Publishing	11.00 AM on 29.09.2020
2.	Document Download/Sale Start Date and Time	12.00 Noon on 29.09.2020
3.	Document Download/Sale End Date and Time	10.00 AM on 15.10.2020
4.	Bid Submission start Date and Time	12.00 Noon on 29.09.2020
5.	Bid Submission End Date and Time	11.00 AM on 15.10.2020
6.	Date and Time for Opening of Technical Bids	11.00 AM on 16.10.2020
7.	Address for Communication	The Assistant Administrative Officer (Stores), ICAR-CIFRI, Barrackpore, Kolkata-700120

The aforementioned dates may vary and the change in date shall be suitably intimated in public domain.

The rates should be quoted in BOQ as per schedule below:-

Sl. No.	Item Description/Specification	Unit	Basic Amount in Rupees (To be quoted by the bidder)	Any other cost or tax Amount in Rupees (To be quoted by the bidder)	GST in Rupees (To be quoted by the bidder)
1	Dry Acetylene (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
2	Helium (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
3	Nitrogen (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
4	Oxygen (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
5	Argon (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
6	Helium-Hydrogen (UHP)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
7	Mixed Gas (N ₂ , H ₂ , CO ₂)	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
8	Carbon-dioxide	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
9	Liquid nitrogen	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
10	Dry ice	1 Kg	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
11	Acetylene UHP	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
12	Acetylene Commercial	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ
13	Nitrogen Commercial	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ

Unit in Sl. No. 10 is in Kilogram, for all other items, the unit is Cum.

Assistant Administrative Officer (Stores)

TERMS AND CONDITIONS

1. Each bidder should bid through online BOQ. **Price must not be quoted in Technical Bid.** Rates to be quoted in India Rupees (INR) as per Annexure-III. Rates quoted in BOQ will not be considered in aggregate, but item-wise.
2. The following documents in PDF Format are to be uploaded with the quotation through e-procurement portal www.eprocure.gov.in. No bid other than online quotation shall be entertained. Bidders need not to submit hard copies and should submit authenticated and valid document through CPP Portal only.
 - a) Company Registration/Trade License (From Urban Agglomerate of Kolkata).
 - b) Authenticated PDF Copy of Rate contract with any Government Department of similar nature, if any.
 - c) Documents showing that the bidder is permitted to perform business of refilling of gases.
 - d) Authenticated PDF copy of Declaration as per Annexure-IV in letter head of the firm.
 - e) Authenticated PDF copy of Technical Bid as per Annexure-II and attachments as mentioned therein.
3. The specification of different gases are enclosed in **ANNEXURE-III**.
4. No EMD and hard copy of documents are required to be submitted. Instead an undertaking/declaration as per Annexure-IV should be submitted in technical bid online, failing which the bid will be considered as non-responsive. Moreover, Performance Security as mentioned in the Work Order should be submitted as per instructions.
5. Tender once submitted should remain valid at least for 120 (ninety) days for acceptance. However, the rates quoted in the BOQ shall be valid for at least 1 (one) year from the date of issue of Work Order and may be extended for another year subject to performance of the Agency and on mutual agreement.
6. The online bid should contain two envelopes containing the Technical Bid and Financial bid in the form of BOQ.

7. TENTATIVE DATES OF PROCESSING OF TENDER

1.	Date and Time for Issue/Publishing	11.00 AM on 29.09.2020
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8. Rates quoted for the item should include the taxes/duties of the items at the mentioned places. Taxes/ duties are to be included in the amount quoted the BOQ and no subsequent claim for taxes/ duties will be entertained separately. Contract shall be made for one year, within which no enhancement of rate shall be admissible. The period of contract can be extended for another year subject to satisfactory performance of the Agency on mutual consent.
9. The PDF copies submitted as Technical Bid on e-procurement portal should be legible. The mistake should be corrected by one stroke and initialed.
10. Incomplete tender and bids not in prescribed format according to the terms and conditions as mentioned hereinabove shall be rejected forthwith.
11. Tax deduction at source will be made wherever applicable.
12. Payment will be released only against the pre-receipted bill indicating the Bank details of the supplier, to be submitted in triplicate within 30 days of satisfactory refilling of gases/supply of dry ice. Payment will be made through e-payment. Performance security has to be submitted by the successful bidder(s) within 15 days of receipt of Supply Order mentioned therein.
13. LIQUIDITY DAMAGES:-
 - i) In all cases of delay by the transporter in delivery of the materials or any or all of the goods or to perform the services forming the subject matter of this contract beyond the periods specified in purchase order, other than a delay (Force Majure), the buyer shall have the right without prejudice in its other remedies under this contract, to claim liquidated damages amounting to 0.5% per week of the delivery price of the delayed goods or performance of services for each week/month or part thereof of delay until actual delivery or performance. However such damages shall not exceed 10 % of the delivery price of the goods or services of which the delivery or performance has been delayed.
 - ii) The transporter shall remit the amounts due to Buyer under clause (i) above, within 30 days of receipt of demand from the Buyer. If the supplier fails to make the payment within the period of 30 days, the Buyer shall have the right to recover it from other payments due to the supplier.
 - iii) In the event the buyer terminates the Contract, the Buyer shall also have the right to procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to Buyer for any excess cost incurred by the Buyer for procuring such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.
14. Any other cost may be mentioned for approval at the time of supply by the successful bidder(s).
15. Resolution of disputes:
 - i) All disputes, these agreements or questions arising out of or in connection with this

contract or relating to its construction or performance shall be settled amicably by mutual consultation. If after 90 days the parties have failed to resolve their disputes or differences by mutual discussions, the matter shall be referred by arbitration in accordance with the Arbitration and Conciliation Act 1996. The Arbitral tribunal shall consist of an arbitrator nominated by the Buyer and another nominated by the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as the presiding arbitrator. In case of failure of two arbitrator appointed by the parties to reach a consensus about the third arbitrator (Presiding arbitrator) within a period of 90 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration. The decision of the majority of the Arbitrator shall be final and binding on the parties.

ii) The Parties shall continue to perform their obligations under this Contract during the conciliation/arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitrators) shall be shared equally by the parties, unless the award specifies otherwise.

iii) This article shall survive the termination of this contract.

16. The Director, ICAR-Central Inland Fisheries Research Institute, Barrackpore, Kolkata- 700 120, West Bengal reserves the right to accept or reject any or all the tenders either in part or in full without assigning any reasons whatsoever.

DETAILS OF THE AGENCY

ANNEXURE-II

1. Name & Address of Firm :
2. Trade License No. :
(Attach photocopy of document)
3. GST Registration No., if any :
4. Name and address of the owner of the Firm :
5. Phone/Mobile No. :
6. TAN/PAN Number, if any :
(Attach photocopy of document)
7. Bank details of firm/Agency for making Payment
 - a) Name of the Bank & Branch :
 - b) Account Number :
 - c) IFSC Code :
 - d) MICAR Code No. :
8. Annual turnover of the firm (Attach documents for last three years)

Certified that the terms and condition are acceptable to me/us and I/we will abide by the terms and conditions of the contract/offer and supply the items as per specification.

Place:

Date:

Signature of owner with seal

Annexure-III**Specification Details**

The rates should be quoted as per schedule below:-

Sl. No.	Item Description/Specification	Unit	Basic Amount in Rupees (To be quoted by the bidder)	Any other cost or tax Amount in Rupees (To be quoted by the bidder)	GST in Rupees (To be quoted by the bidder)
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13	Nitrogen Commercial	1 Cum	To be quoted in BOQ	To be quoted in BOQ	To be quoted in BOQ

Unit in Sl. No. 10 is in Kilogram, for all other items, the unit is Cum.

TENDER ACCEPTANCE LETTER

(To be submitted online on Company Letter Head)

Ref. No.:-

Date:

To,

The Director,
ICAR-Central Inland Fisheries Research Institute,
Barrackpore, Kolkata - 700120

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)

/ corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking and has never been declared insolvent.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefor, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Performance Security absolutely. We also undertake that, since EMDs are not being submitted with the tender as bid security, in the event of failure to comply the supply order or failure to submit the Performance Security as mentioned in the Purchase Order, your department/ organization shall have the right to suspend me / us from bidding for the Institute's tenders for the period as your department/ organization may deem appropriate.

Yours Faithfully,
(Seal and Signature of the bidder)