



# **Tender Document**

## **For the DIFFUSION OF GAS CYLINDERS**

**CENTRAL DRUG RESEARCH INSTITUTE CHATTAR MANZIL PALACE, POST  
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## INVITATION FOR BIDS / NIT

01. Director, Central Drug Research Institute, Chattar Manzil Palace, Post Box No.173, Lucknow-226001, India invites sealed bids from certified agencies for the job as below.

Sl. No.	Tender No.	Name of the Equipment / Services	Specification	EMD
I	Pur/Diffusion-Gases/11-12	Disposal and Diffusion of unserviceable unused cylinders	As per list	RS. 1,00,000.00

02. Interested Bidders may obtain further information from the office of the Stores & Purchase officer, Central Drug Research Institute, Chattar Manzil Palace, Post Box No.173, Lucknow (U.P)-226001, India.

03. The bids must reach this office on or before **20<sup>th</sup> January 2012 up to 5.00 P.M.** hours (IST) and shall be opened on **21<sup>st</sup> January 2012 at 11.00 A.M.** hours (IST). **The bids must be dropped in the white box kept in Room No.C-5.**

04. All bids must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

05. The Director, CDRI, Lucknow reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

### **Disposal/Diffusion and Neutralization of unserviceable/ unused cylinders of various un-known gases pertaining to CDRI, Lucknow**

CDRI invites sealed tenders in two bid system from the experienced/ Registered agencies with Dept. of Explosives ,who is able to undertake the job of Disposal & Diffusion of unserviceable / unused gas cylinders of various types of hazardous / Non – hazardous gases pertaining to CDRI, Lucknow. Please furnish your rates in single sealed envelope in the following manner:

1. **Envelop 1**      Marked as Technical Bid containing the following:
  - a.      EMD of Rs 1,00,000/- only in the form DD/Bank Draft/PBG drawn in favour of Director, CDRI, Lucknow payable at Lucknow.
  - b.      Copy of the Service Tax Registration with Income Tax Department and their copy.
  - c.      Any experience for Disposal & diffusion of unserviceable and unidentified gas cylinders.
  - d.      Whether partnership concern or propriety concern.
  - e.      Name and address of the banker of the bidder
  - f.      PAN No. issued by the Income Tax Department
  - g.      Compliance to the terms and conditions of the various clauses mentioned in the terms and conditions of the NIT.
  - h.      Any other important particulars not covered in the above paraes that you wish to furnish.
  
2. **Envelop 2**      Marked as Price Bid containing the following:
  - a.      Disposal and Diffusion of unserviceable gas cylinders of various types of hazardous/ Non hazardous gases lying at CDRI, Lucknow on the terms and conditions stipulated in the Annexure- "A"
  - b.      Each complete set of bidding documents may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non refundable and non transferable fee of Rs. 300.00 in the form of Demand Draft in favour of Director, CDRI- Lucknow payable at Lucknow during office hours on all working days up to 5.00 P.M. either by person or by post. Alternatively, the bidding documents can be downloaded directly from our web site [www.cdri.res.in](http://www.cdri.res.in).
  - c.      Both the Envelops No.1&2 to be kept in a 3rd Envelop marked as Envelop No.3 which should be superscribed as (Disposal &Diffusion of Unserviceable gas cylinders)
  - d.      Tender should be submitted positively by 20.01.2011 by 5.00 P.M. in person or post only in the tender box lying at Security gate and clearly marked for the **Purchase Tender on Disposal & Diffusion of Gas Cylinders**
  - e.      The date and time :      Technical Bid opening 21st January 2012 at 11.00 A. M.
  - f.      Date and time of Price Bid shall be intimated to qualified parties after evaluation of technical bid
  - g.      The Director, CDRI Lucknow reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reason there for.



## INSTRUCTIONS TO BIDDERS

1. Name of work : Tender for Disposal of unserviceable/ unused cylinders of various unidentified gases pertains to CDRI, Lucknow.

2. Sealed offers in two bid system are invited from the prospective bidders

for the above said work to be kept in a single envelop in the following manner:

**Envelop 1** : Marked as Technical Bid containing the following :

- a. EMD of Rs 1,00,000/- only in the form DD/Bank Draft/PBG drawn in favour of Director, CDRI, Lucknow payable at Lucknow.
- b. Copy of the Service Tax Registration with Income Tax Department and their copy.
- c. Both the envelops 1&2 ( Technical & Commercial bid) to be kept in a 3rd envelope marked as Envelop No.3 which should be superscribed as tender for work of Disposal & Diffusion of unserviceable/ unused cylinders of various unidentified gases.
- d. Last date of tender submission is 20<sup>th</sup> January 2012 by 5.00 P.M. in person/post in the tender box lying at Security gate and clearly marked for the **Purchase Tender** .
- e. Date and time of Price Bid shall be intimated to qualified parties after evaluation of technical bid
- f. Terms & conditions of the tender shall be as per Annexure "B"and schedule of rates shall be quoted strictly as per Annexure " C" . i.e. bill of quantity
- g. Rates not in accordance with the schedule rates are received after due date i.e 20<sup>th</sup> January 2012 by 5.00 P.M. are liable for rejection.
- h. Director, CDRI reserves the right to accept or reject any or all the tenders in full or part without assigning any reason there for.
- i. Tender shall be signed in each and every page of tender documents alongwith their rubber stamp
- j. The EMD of unsuccessful bidders shall be refunded within 15 working days after award of work to the successful bidder.
- k. Rate shall be quoted in figure and words. In case of any discrepancy arises, rate quoted in words shall prevail.
- l. Director, CDRI reserve the right to accept the tender partially or reject lowest or any other tender without assigning any reason.

- m. Rates are firm and inclusive of manpower, machinery, all taxes including service tax, duties, octroi, levies, insurance etc. No escalation of whatsoever nature shall be payable.
- n. Any assistance will require by the institute towards the diffusion of gas cylinders may clearly be indicated in the bid.

Annexure " B"

### **TERMS & CONDITIONS**

#### **1. SCOPE OF WORK :**

1. The scope of work shall be one physically to survey the old cylinders and to assess the job and identify suitable type of mechanism for disposal & diffusion of Toxic/ Non toxic / Hazardous/ Non hazardous gas cylinders lying in yard from last 15 to 20 years in CDRI , Lucknow.
2. To place suitable mechanism/trained specialties for diffusion of gas cylinder at the premises of the laboratory/ or in the safer place.
3. In the event of Accident/ any damage during the diffusion and neutralizing their contents ,vendor should fully compensated CDRI for the loss/ damage caused due to this. The decision of CDRI in this regard should be final and acceptable to the vendor.
4. While diffusing the cylinders hazardous/ non hazardous and inflammable material, the vendor should take all possible care to see that no loss/ Accident occurs in diffusion and vendor would have to bear the cost of loss caused to CDRI in this regard.

#### **2-VALIDITY OF BIDS**

- The tender shall be valid for a period of 3 months from the due date of offer and the rate once submitted shall not be changed and would remain no escalation would be payable due to increase in the prices of diffusion materials during the currency of the contract.

#### **3. RATES**

The tenderer shall submit his firm rates strictly as per schedule of rates attached as per Annexure "C" after complete inspection of the condition/site where the cylinders are lying. Later on no dispute in respect of diffusion of cylinders arises then your offer is liable for rejection.

#### **4. BILLING AND PAYMENT**

After diffusing of cylinders bill have been submitted in duplicate along with disposal certificate of each cylinders. The Payment shall be made through e-payment within 30 days if found in order after effecting recovery, if any. No advance shall be made on this account. Quantities given in the list/bill of quantities or estimated quantities which may vary, hence you are requested to inspect the site and asses the actual quantum of work before submitting the bid. In addition please quote your rate per cylinder, so that the same may be multiplied accordingly.

#### **5. INSURANCE**

As it is evident that job is very risky. It requires highest value level of careful handling so contracting agency shall be solely responsible for the safety, security and proper handling of the cylinders. Firm has to insure and cost of insurance shall be in the scope of work of the contractor.

#### **6. INCOME TAX**

Tax deduction at source (TDS) for income tax as per law shall be made from the bills while releasing the payment..

#### **7. ARBITRATION**

All disputes and differences whatsoever arises at any point of time during execution of the contract, shall be settled by the Director, CDRI, Lucknow and contractor has the provision of the contract. However, in the event of dispute cannot be settled mutually, such dispute shall be settled as per arbitration and reconciliation act 1996 of the Govt. of India and its subsequent amendment , the rules there under any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General. Council of Scientific & Industrial Research 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 the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. The venue of the arbitration is Lucknow.

Notwithstanding any reference to arbitration herein,

A, The parties shall continue to perform their respective obligations under the contract unless they otherwise agree, and

B, The purchaser shall pay the supplier any monies due to supplier.

8- As time is the essence of contract, the date of completion of the work in case of award should be strictly adhered to, otherwise The Director CDRI, Lucknow reserves the right not to accept the job in part or in full and to claim liquidated damages @ 1% per week subject to maximum of 10 % of the total value of the contract.

8- Performance Security- Within 7 days of receipt of the notification of award/ PO, the supplier shall furnish performance security @ 10 % of the contract value valid till the 60 days of the contract period.

-The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.

- The performance security shall be in one of the following forms:

A, A Bank guarantee issued by a Nationalized / Scheduled bank located in India.

B, A banker's cheque or Account payee demand draft in favour of the purchaser or,

C- A fixed deposit receipt pledged in the favour of Director, CDRI- Lucknow

## **8. MAJURE**

Any delays or failure and performance of either party caused by acts of God or of the public enemy shall not constitute default hereunder and are given rise to any claim for damages.

## **9. JURISDICTION**

The contract shall be governed by and construed according to laws enforced in India. The contractor hereby submit to the jurisdiction of the court situated at Lucknow for the purpose of actions and proceedings arising out of the contract and courts at Lucknow only will have the jurisdiction to hear and decide such actions and proceedings.

## **10. INDEMNITY**

The contractor/firm hereby undertakes to indemnify the CDRI against all actions suit, proceedings, claim, losses, damage, road accident etc. which may arise under minimum wages act. Fatal accidents at Motor Insurance Act, Workman Compensation Act, Shops & Establishment Act, Family Pension and deposit Link Insurance or any other act or statutes not herein specifically mentioned but having any direct and indirect application for the persons engaged under this contract by him.

The contractor shall defend, indemnify and hold CDRI harmless for any liability which may be imposed by Central, State or local authorities and also from under all claims/suits arising out of the order by reason of the work provided by the contractor including any liability that may arise out of accident, whether brought by the employee, labours of the contractor or by third party or by Central or State Govt. authority or any Sub Division thereof. CDRI, Lucknow shall not be responsible for any claim, compensation that may arise due to damages, insurance, pilferage to the contractor employee, staff/labours under any circumstances while an employee or labours are engaged in CDRI duty under the contract.

11. INCHARGE CO-ORDINATOR

Director, CDRI shall be the incharge of this contract.

**Annexure "A"**

**Cylinder details – Tentative List**

<u>Sl.No.</u>	<u>Cylinder No.</u>	<u>Name of the Gas</u>
1.	SG-14773-A	Ethylene Oxide
2.	SG-8148-A	Chlorine
3.	SG-3361-A	Dimethylamine
4.	SG-10004-A	Chlorine
5.	SG-7992-B	Sulfur Dioxide
6.	SG-8021-B	Isobutylene
7.	TA-11111	Vinyl Bromide
8.	4574-A	Hydrogen Chloride
9.	78-44623	Ethylene Oxide
10.	2932194	Sulfur Dioxide
11.	SG-7293-C	Boro Tri-Fluoride
12.	24672	Ethylene
13.	TA-2145	Vinyl Bromide
14.	SG-1087-B	Methyl Bromide
15.	FF-4549	Hydrogen Bromide
16.	SG-3629	-do-
17.	F-18653	Boron Trichloride
18.	61625E	Nitrous Oxide
19.	2673554	-do-
20.	SG-3698-B	Hydrogen Chloride
21.	SG-2-6102	Ethylene
22.	SG-7155-B	-do-

23.	SG-1616-A	-do-
24.	F-7157	Vinyl Chloride
25.	2447-A	Isobutylene
26.	A-10067	-do-
27.	SG-10104-A	-do-
28.	SG-15214-A	Chlorine
29.	9308-B	Phosgene
30.	FF-7144	Boron Trifluoride
31.	Q-4093206	Mixture (O2+CO2+N2)
32.	SG-1083-C	
33.	SG-21631-A	Methylamine
34.	21250	Ethylene
35.	1712-A	Ethylene Oxide
36.	A-186	Chlorine
37.	HS-253920	
38.	2978	
39.	151904	
40.	3229593	
41.	18682	
42.	SG-10282-B	
43.	103	
44.	2697564	
45.	SG-10967D	Trans-2-Butane
46.	SG-11841-A	Hydrogen Fluoride
47.	3259(151904)	Mixture
48.	522555	Medical Oxygen
49.	CD-383655	-do-
50.	4105	Air compressed
51.	N-186889	Helium
52.	11953	Hydrogen
53.	SG-8541-B	-do-
54.	SG-10453-B	-do-
55.	214941	-do-
56.	1287	Carbon Dioxide
57.	SG-10150-C	Carbon Monoxide
58.	206448	-do-
59.	SG-6809-C	-do-
60.	SG-6911-C	-do-
61.	SG-7100-C	-do-
62.	SG-7025-C	-do-
63.	SG-7018-C	-do-
64.	SG-2383-B	-do-
65.	SG-6936-C	-do-
66.	2695537	-do-
67.	SG-1592-D	Nitrogen Cylinder
68.	SG-9506-D	
69.	K-350609	
70.	C-3998	Ethylene Oxide

71. D-520079  
72. 186825

The no. and name of gas on following cylinders is not legible. Therefore not mentioned in the list.

	<u>Length</u>	<u>Circumference</u>
73.	93 cm.	84 cm
74.	93 cm	84 cm
75.	129 cm	65 cm
76.	130 cm	69 cm
77.	47 cm	36 cm
78.	50 cm	36 cm
79.	105 cm	98 cm
80.	137 cm	97 cm
81.	96 cm	84 cm
82.	104 cm	70 cm
83.	56 cm	35 cm
84.	52 cm	53 cm
85.	147 cm	66 cm
86.	55 cm	35 cm
87.	90 cm	84 cm

Annexure-“C”

Bill of quantities for Disposal/Diffusion of unserviceable cylinders

S.No.	Description	Unit	Quantity	Rate in figure	Rate in words
1	.Job for Disposal/ Diffusion of unserviceable cylinders of various hazardous/ non hazardous gases lying at CDRI yard.				

- Please quote per cylinder rate of Disposal/ diffusion along with all taxes.

Signature

SEAL