

M/s. Vinay Air Products, 5/A, Kanavar Ram Society, Old Dhor Bazar, P.O. Beharampura, Maninagar, Ahmedabad- 380022, Gujarat (India) e-mail: vinayairproducts@gmail.com	M/s Shreeram Chemicals, 31, Giribabu Lane, Bow Bazar, Kolkata-700012 email: shreechemgas@gmail.com
M/s. Indian Refrigeration Stores, 1/2, Chetla Rd, Sadapur, New Alipore, Kolkata, West Bengal 700053 Email: irskukal@gmail.com	

Dear Sir / Madam,

Sub: Sealed Offer for Annual Contract for Procurement of 488 Kgs (61 Kg x 8 bottles Packed in Returnable Cylinder) Refrigeration Gas Chlorodifluoro Methane type CFM 22 (R-22).

SMPK invites sealed offer from your end for the subject procurement.

2. You are requested to submit your **sealed offer in hard copy** at the office of the Materials Manager, Syama Prasad Mookerjee Port, Kolkata at 6, Garden Reach Road, Kolkata 700023 by **15.30 hrs on 30.05.2023**. The offers will be opened immediately thereafter. You may like to send your representative to witness opening of the tender. The envelope of the sealed offer shall be superscribed with the following:

- On top of the envelope: "Offer for **Refrigeration Gas** (R-22) bearing enquiry No. Str/13674/23-24/Ref. Gas dated 16.05.2023"
- Addressed to: The Materials Manager, Syama Prasad Mookerjee Port, 6 Garden Reach Road, Kolkata-23
- From: The complete name and address of the bidder

3. Kindly go through the following terms and conditions and submit your offer duly filled in, signed and stamped on each page of this enquiry letter alongwith the attached (a) Proforma for Bank Guarantee in confirmation of your acceptance of all terms and conditions and (b) the price bid format to indicate therein the price per Kg of the following item.:

Sl No.	Item Description	Qty. (In Kgs.) required
1	<u>Refrigeration Gas Chlorodifluoro Methane type CFM 22 (R-22)</u>	488 Kgs (61 Kg x 8 Bottles Packed in Returnable Cylinder)

Terms & Conditions as follows:-

- a) **Tender Fee:** Rs. 590/- including GST @18% (Rupees Five hundred Ninety only) as Tender Cost /Bid document Fee (non-refundable), to Kolkata Dock System, through DD, Pay Order or Banker's Cheque in favour of **"SYAMA PRASAD MOOKERJEE PORT, KOLKATA"** from any Scheduled/Nationalized Bank payable at 'Kolkata', has to be submitted otherwise their offer will be summarily rejected.
- b) **EMD:** The successful bidder shall have to remit Earnest Money of **Rs. 3,397.00** (Rupees Three Thousand Three hundred Ninety Seven only) before placement of order, subject to exemption, if registered with MSE under single point registration scheme of NSIC / DIC/KVIC/ KVIB/ Udyog Aadhar Memorandum and any other such eligible body under the public Procurement Policy. **(copy of proof to be enclosed along with the offer, if falling under any such category)**. The same may be remitted by Demand Draft in favour of Syama Prasad Mookerjee Port, Kolkata and it will be retained till completion of work and submission of Security Money or deduction thereof from the payable amount.
- c) **Scope of work:** Annual contract for Supply of 488 Kgs (61 Kg x 8 bottles Packed in Returnable Cylinder) Refrigeration Gas Chlorodifluoro Methane type CFM 22 (R-22) to Office of the Engineering Superintending, 04 Garden Reach Road, Kolkata-700023.
- d) **Supply is to be made in 02 or more phases within 30 days from the date of purchase order of each Lot.**
- e) Cylinder rent should be applicable after 90 days of delivery of each Cylinder.
- f) **Evaluation criteria:** Lowest rate per Kg as per required specifications
- g) **Price Terms:** The price/rate should be kept valid for 01 year from the date of Contract. Price is inclusive of Supply & delivery of materials at office of the Engineer Superintending, 4 Garden Reach Road, Kolkata-700023. GST is payable extra. However, taxes would be payable as per actual on the basis of the Government norms at the time of delivery of materials.
- h) **Completion of Supply:** Supply of each lot is to be completed within 30 days from the date of receipt of formal purchase order.
- i) **Payment Terms:** Preferably within 30 days from the date of supply of each Lot of Gas (both dates being inclusive) on submission of clear bill along with Bank A/C particulars supported with GRN or Materials receipt Challan along with other documents as required for processing the bill for payment through ECS.
- j) **Force Majeure Clause:** In case of performance disruption due to natural disasters (like earthquakes, hurricanes, floods etc), wars, riots, Lockdown or other major upheaval, performance failures of parties outside the control of the successful tenderer, the party will not be held liable.
- k) **Liquidated Damages:** @ ½% per week or part thereof of the value of undelivered supply excluding GST, subject to a maximum of 5 % of the **unexecuted portion** of the contract value without GST.
- l) **Manufacturer T.C. & G.C. must be provided with the supply.**
- m) **Security Deposit:** 5 % of the total purchase order value excluding GST is to be furnished through a Bank Guarantee in the prescribed format of SMPK as per GCC from a nationalized bank of India, either to be issued by its Kolkata branch or countersigned by its Kolkata Branch, if issued by any other branch. The BG shall be kept valid till end of the guarantee period of 01 year with a further claim period of 3 months. Otherwise, SD may be separately remitted by the supplier or deducted from the bill of the supplier and refunded without interest after successful expiry of guarantee period.
- n) **Validity:** Your offer should valid at least 60 days from the date of opening of the Tender.

Sd/-



(C Biswas)

Executive Engineer
for Materials Manager
Phone: 9073805523

Enclo: As stated (BG Proforma & Price Bid Format

Price Bid Format

(To be filled in, signed and stamped)

We do hereby confirm that we have read all the terms of this Enquiry Letter, understood the meaning thereof, and convey our confirmation of acceptance thereof.

Accordingly, we hereby quote the following rate:

Sl. No.	Item Description	Qty. (In Kgs.) required	Basic price per Kg in Rs. (Both in figures and words) Excluding GST	GST percentage (%)	GST amount per Kg Gas in Rs.	Total Price for the entire quantity (including GST) (in Rs.)
1	Annual Contract for Procurement of 488 Kgs (61 Kg x 8 bottles Packed in Returnable Cylinder) Refrigeration Gas Chlorodifluoro Methane type CFM 22 (R-22).	488 Kgs (61 Kg x 8 bottles Packed in Returnable Cylinder)	Rs. (Rupees.....)		Rs. (Rupees.....)	Rs. (Rupees.....)
Grand Total Price (in Rs.)(in figure):						
Grand Total in words (Rupees.....only)						

Note: In case of discrepancy between figure and word, if any, that mentioned in word shall prevail and shall be accepted as correct.

Tender Enquiry No.: **Str/13674/23-24/Ref. Gas** dated **16.05.2023**

Also to fill in following details:

Address	
PAN	
GST No.	
BANK DETAILS	
A/C NO.	
BANK NAME	
BRANCH	
TYPE OF ACCOUNT	
IFSC	

Date: _____

(Signature of Tenderer with stamp/ seal)

Witness: -

Names in block letters:

Signature:

Mobile No.

Occupation:

**Proforma of Irrevocable Bank Guarantee (PERFORMANCE BOND)
in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia
Branch, as the case may be, of any nationalised Bank of India on Non-
Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/
Legal Adviser of the Trustees.**

To

The Board of the Major Port Authority
for the Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road, Kolkata – 700 001

Ref. _____

Bank Guarantee No. _____ Date _____
Name of issuing Bank.
Name of Branch.....
Address.....

In consideration of the Board of the Major Port Authority for the Syama
Prasad Mookerjee Port, Kolkata, - (hereinafter referred to as the
“EMPLOYER” which expression shall unless repugnant to the context or
meaning thereof include its successors administrators and
assigns) having awarded to

_____, with registered office at

CONTRACT by issue of EMPLOYER’S work order dated_____

the same having been unequivocally accepted by the Contractor resulting
in a ‘CONTRACT’ bearing Letter of Award No.

_____ dated _____
valued at Rs _____ for “_____” and
the contractor having agreed to prove a Contract performance Guarantee for the
faithful performance of the entire Contract equivalent to Rs. (Rupees
only) to the EMPLOYER.

We, the.....Bank, Kolkata/ Haldia having its
Head Office at _____ (hereinafter referred to as the “Bank”,
which expression shall unless repugnant to the context or meaning thereof,
include its successors, administrators, executors and assigns) do hereby
guarantee and undertake to pay the Employer on demand any and all
monies payable by the Contractor to the extent of Rs.
.....(Rupees.....only) as aforesaid at any time
upto _____ without any demur, reservation, contest,
recourse or protest and/or without any reference to the CONTRACTOR,
any such demand made by Employer on the Bank shall be conclusive and
binding notwithstanding any difference between EMPLOYER and
CONTRACTOR or any dispute pending before any Court, tribunal,
Arbitrator or any other Authority. The Bank undertakes not to revoke this

guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER. The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs (Rupees only) and it shall remain in force upto and including and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

Dated, this day of
..... at

WITNESSES

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....

.....

(Official address)

(Designation with Bank Stamp)
Attorney as per power of Attorney No.

Dated