

TENDER DOCUMENT

ANNUAL RATE CONTRACT FOR REFILLING & SUPPLY OF UHP HELIUM GAS CYLINDERS

TENDERNO : **LAB-KOC/GAS(HELI)/1/2023-LAB**
DATE : **09/01/2024**



The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)
Head Office, MPEDA House,
Building No: 27/1162, PB No:4272, Panampilly Avenue,
Panampilly Nagar PO, KOCHI-682 036, KERALA



The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)

Head Office, MPEDA House, Building No: 27/1162, PB No:4272,
Panampilly Avenue, Panampilly Nagar PO, KOCHI-682 036, KERALA
Telephone (EPABX) : +91 484 2311979 / 2311033 / 2315199
E-mail: lab.koc@mpeda.gov.in, Web: www.mpeda.gov.in

NOTICE INVITING TENDER

File No: LAB-KOC/GAS(HELI)/1/2023-LAB

Date: 09/01/2024

The Marine Products Export Development Authority (MPEDA), Kochi invites bids through the Tendering System under the single stage: two bid systems in separate (i.e. Technical Bid and Financial Bid) from eligible bidders for the ANNUAL RATE CONTRACT FOR REFILLING & SUPPLY OF UHP HELIUM GAS CYLINDERS to MPEDA QC Laboratory, Kochi. The details of requirements and terms & conditions for each item are available in the MPEDA Website: <http://mpeda.gov.in> The deadline for submission of bid: **1700 hrs** on **30/01/2024**. All bids must be accompanied with a scanned copy of bid security as mentioned. The bids are required to be submitted in two separate parts i.e., Technical bid & financial bid. The Technical bid will be opened at **1000 hrs. on 31/01/2024** at the MPEDA Head Office at the address given above. The financial bids of bidders whose technical bids get qualified would be opened at a later date.

Sd/-
SECRETARY
MPEDA

E-TENDER NOTICE

TENDERNO: LAB-KOC/GAS(HELI)/1/2023-LAB

Dated: 09/01/2024

Instructions for Online Bid Submission:

Marine Products Export Development Authority (MPEDA) QC Laboratory, Kochi invites competitive quotations under two bid system, viz., Technical and Financial bids, from eligible and experienced bidders for the “Annual Rate contract for the Refilling and Supply of UHP Helium Gas Cylinders” to MPEDA QC Laboratory, Kochi, Panampilly Nagar, Kochi-682036.

Tender Documents may be downloaded from MPEDA website <http://mpeda.gov.in/MPEDA/tender>

Bids shall be submitted in sealed envelopes superscribed as “Quaotion for refilling of Helium Gas cylinders” before due date in the prescribed format. MPEDA reserves the right to accept / reject any/all tenders in part/full without assigning any reasons thereof.

Bidder shall pay the tender fee and EMD as applicable. Payment through demand draft shall be issued in favour of “Secretary, Marine Products Export Development Authority Kochi” and should be deposited in MPEDA QC Laboratory, Kochi, before the bid opening. Bidders registered with MSME/NSIC are exempted from payments of EMD & tender fee. Copy of the valid registration certificate should be submitted.

Bidders are requested to note that they should submit their financial bids in the format provided (BoQ) and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded to be filled and submitted without modifying the format. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Any corrigendum/amendments in respect of above tender shall be issued on MPEDA web site <http://mpeda.gov.in/MPEDA/tender> only. Bidders should consider any corrigendum published on the tender document before submitting their bids.

TENDER DOCUMENT
Tender Schedule

1	Tender enquiry No	LAB-KOC/GAS(HELI)/1/2023-LAB	
2	<u>Name of the work</u>	Annual Rate Contract for Refilling and Supply of UHP Helium Gas Cylinders” to MPEDA QC Laboratory, Kochi for the period 2024-2025.	
3	Cost of tender document (fee)	₹500/-(Offline mode-DD)	
4	EMD Amount	Rs 5000/-(Offline mode-DD)	
5	Performance security.	10% of contract value	
6	Mode of performance security payment	In DD or Bank guarantee in favour of Secretary, MPEDA, Kochi	
7	Validity of offer	75 Days	
8	Validity of offered rates	One year or 365 days from the date of award of the contract	
9	Published date	09/01/2024	1000hrs
10	Document Download Start Date	09/01/2024	1030hrs
11	Clarification start date	09/01/2024	1100hrs
12	Clarification end date	13/01/2024	1700hrs
13	Bid submission start date	22/01/2024	1100hrs
14	Bid submission end date	30/01/2024	1700hrs
15	Technical bid opening date	31/01/2024	1000hrs

Address for submission of tender : Deputy Director (Lab)
MPEDA QC Laboratory
MPEDA House,
Panampilly Avenue,
Kochi-682036

Place of opening of the Tender : MPEDA QC Laboratory, Kochi,

REQUIREMENTS AND TECHNICAL SPECIFICATIONS

Sl No	Item and Specification/purity	TOTAL Volume of gas in m ³ per Year (2024)	Probable supply in cylinders of
1	UHP Helium 99.999% , O ₂ :<2.0 ppm N ₂ :<4.0 ppm CO+CO ₂ :<0.5 ppm THC:<0.5 ppm H ₂ O:<2.0 ppm	7m³ x4 no = 28 m³	MPEDA's : 75 % Supplier's: 25 %

**Approximate quantity, likely to be changed based on the actual requirement at that time.*

GENERAL CONDITIONS OF TENDER :

- Submission of Tender:** Tenders should be in sealed envelopes superscribed as “Quotation for refilling of Helium Gas cylinders” in two Parts separately i.e. "Technical bid" (Part-A) and "BOQ/Price bid"(Part-B).
- Technical Bid (Part-A):** In this bid, the bidder should upload his company profile and structure of firm, name of directors/partners/proprietor as per the [Annex 1](#).

The following are minimum essential for technical qualification:

- A.) Copy of work orders for "Supply of Similar Purity Gases” successfully executed during the last 2 years for reputed Public Ltd. Companies, Public Sector, Govt. Institutions and Autonomous bodies.
- B.) Copy of Certificate (s) of compliance /analysis for UHP Helium 99.999%,
- C) Copy of GST Registration Certificate.
- C.) The bidder shall submit [Annex 2](#) as a token of tender acceptance of the NIT conditions.

MPEDA QC Lab, Kochi reserves the right to visit the work sites mentioned by bidders as proof of experience. The bidder will have to arrange for such visits.

- Price Bid / BOQ (Part-B):** In this bid, the bidder is required to quote his prices as per BOQ, the special conditions of the contract. The bidders should quote unconditional rates in the BOQ section.
- Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 75 days from the date of opening of price bid.
- Escalation:** No escalation shall be paid during the execution of the contract period except any variation in GST.
- Scope of Work:** Detailed scope of work is enclosed with this NIT.
- Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tenders should be unconditional.
- Delivery Condition:** Contractor shall acquaint himself fully with the site location and the working environment of MPEDA QC Laboratory, Kochi, before quoting his rates. No

compensation on account of any site difficulties will be entertained later, after awarding the contract. All refilled cylinders shall be delivered as well as collected from the 5th floor of MPEDA House, Panampilly Nagar, Kochi.

9. **Correspondence:** All the correspondence in respect of tender/contractual obligation shall be addressed to Deputy Director, MPEDA QC Laboratory, Kochi , Ph.No: 0484-2315199 E-mail: mahesh@mpeda.gov.in
10. **Terms of Payment:** The 100 % payment shall be made online (RTGS) on submission of the original bills by the successful bidder after complete supply.
11. **Tender rejection: MPEDA QC Laboratory, Kochi,** reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the authority in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.
12. Any dispute arising out of this contract will be subject to jurisdiction of Kochi, Ernakulam and the Chairman, Marine Products Export Development Authority, Panampilly Avenue, Kochi, or his nominated officer will stand as the arbitrator to address the dispute. In the event of any dispute over this contract, MPEDA's decision shall be final and binding.
13. **Penalty:** For delay in supply beyond 21 days from the date of W.O. @ 0.5% of the total value of the item per week or part of the week of the delayed period not exceeding 5% of the invoice value of the item shall be charged.

SCOPE OF WORK AND SPECIAL CONDITIONS

1. The gas shall be refilled @140bar(>2000 psi) minimum in 47-50 litre water capacity cylinders provided by MPEDA QC Laboratory, Kochi or by the Supplier.
2. The quantity mentioned above is the total annual required estimated quantity. The same was the requirement of the lab for previous year. The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement, in which case, **the bidder must effect supply of the revised quantity at the quoted rate itself.**
3. The filled gas cylinder(s) shall be returned to lab within 21 days from the request/PO date.
4. The successful bidder shall collect the empty cylinders within 24 hours of intimation by MPEDA QC Laboratory, Kochi, on phone and same cylinders shall be returned to MPEDA QC Laboratory, Kochi, within 21 days.
5. Empty cylinder(s) shall be taken from lab after obtaining gate pass for the same issued by MPEDA QC Laboratory, Kochi, and signed by both the parties. Bidder shall give the empty cylinder receipt against each cylinder. Filled cylinders shall be returned along with proper bidder's challan.
6. DELIVERY SCHEDULE: Delivery should be within 21 days from the date of issue of Purchase/Supply order. Non-availability of the stock should be informed in writing immediately. Part-supply will be allowed without any transportation charges. Defective items or items not as per the tender notice, if any supplied must be taken back and be replaced with no additional cost.
7. All supply accepted only with "Certificate of Purity" from the manufacturer.
8. MPEDA QC laboratory may ask for the gas purity certification / test from third party from time to time. The cost for same shall be borne by the successful bidder.
9. The unit price and GST Rate shall be quoted for Helium gas. The prices shall be inclusive of charges for gas, cylinder processing if any, loading/unloading, handling charges and labour charges etc.
10. The rates quoted shall be valid and firm **for one year**. No escalation in rates will be provided except changes in GST if any.
11. Rates shall be quoted for all the items. Price bid with partially filled rates shall be liable for rejection.
12. The amount quoted for all items shall be valid for **one year from the date of award of contract**, and the contract tenable to further extension upon mutual agreement. Once the agreement signed, there shall not be any deviation in price and quality from the initial quotation offer. Any deviation from the initial agreement may invite quick termination of the said contract, without further notice. The party will be blacklisted and will not be considered thereafter. Any loss sustained by MPEDA in this regard will be made good from the security deposit furnished.
13. Quantity mentioned is estimated. Payment will be made on actual supplied quantity only.
14. Transit Insurance Clause: The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination. The transit risk in this respect may be covered by the supplier by getting the stores duly insured if he so desired. The supplier in his own name and not in the name of consignee shall obtain the insurance cover.
15. REPLACEMENT OF REJECTED GAS CYLINDER(S): The rejected item due to the deviation from the

desired quantity or quality should be replaced within 7 days from the date of issue of Rejection Notice. If rejected item is not replaced within the said period, MPEDA has the right to cancel the contract.

16. If MPEDA's cylinders are given for refilling same shall be returned in filled condition at the earliest. In such condition cylinders shall not be exchanged/replaced with any other cylinder(s). However, bidders are liable to do mandatory periodical test(s)/ replacement of accessories in the above cylinder as per the rates quoted in the tender during the contract time and documents should be submitted on case-by-case basis.

17. In case of unavailability of MPEDA's cylinder(s), the supplier must supply the gas in their own cylinder(s); the same (empty cylinder(s)) will be returned back by the lab only after its complete usage. Those who supplied cylinders shall make necessary arrangements to take back their empty cylinder(s) from the 5thFloor, MPEDA QC Lab, Kochi without any additional cost.

18. Preference will be given to the parties; those are within **50 km area from the lab, Kochi**. However, if any far away bidder agrees to supply cylinders within the stipulated date in any time without any additional cost and delay may be considered on trial basis initially and further supply orders will be based on their service or the need of the lab.

19. The EMD of successful bidder will be returned without any interest, on acceptance of award of contract by the respective bidder.

20. The EMD of unsuccessful bidders will be returned without any interest.

21. The EMD will be forfeited, if a bidder; misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during the tender process or withdraws its bid after the opening of technical bid

22. A Performance Security Deposit (PSD) shall be furnished by the successful bidder equivalent to 10% of the contract value in the form of DD or Bank Guarantee within 14 (fourteen) days from the date of award of contract. PSD should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including delivery obligations.

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer	M/s		
	Registered address of the firm with GSTIN			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Type of the Firm (Please ✓ relevant box)				
4	Private Ltd.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>
	Proprietorship		<input type="checkbox"/>	
	Others, specify			
	Registration No. & Date of Registration.			
Nature of Business (Please ✓ relevant box)				
5	Original Gas Manufacturer	<input type="checkbox"/>	Authorized Dealer /Representative	<input type="checkbox"/>
	Direct Importer	<input type="checkbox"/>	Others specify.	
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
	Name		Designation	
Bank Details				
7	Bank Account No.		IFSC Code	
	Bank Name & Address		Branch Name	
	Tel No		Email ID	
	PAN Card No			
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes / No
Date:		Office Seal		Signature of the tenderer / Authorized signatory

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

The Deputy Director
MPEDA QC Laboratory, Kochi
5th Floor, MPEDA House, Building No.27/1162, P.B.No.4272
Panampilly Avenue, Panampilly Nagar PO, Kochi – 682 036, Kerala

Sub: Acceptance of Terms & Conditions of Tender reg-

Tender Reference No: LAB-KOC/GAS(HELI)/1/2023-LAB

Name of Tender / Work: - Refilling and Supply of UHP Helium Gas Cylinders to MPEDA QC Lab,
Kochi

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’
from the web site(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 has 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.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that
the information is found to be incorrect/untrue or found violated, then your department/ organization
shall without giving any notice or reason therefore or summarily reject the bid or terminate the
contract, without prejudice to any other rights or remedy including the forfeiture of the full said
earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)