

**CORPORATION OF INDIA LTD.
(A Govt. of India Undertaking)**

OPEN TENDER NO: CON/WR/DRT-MUL-JNPT/Engg/DSPA/031/ /2018

FOR

Open Tender for the Supply, Installation testing, and commissioning and of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.

**Last Date & Time for receipt of Tender Form:-
15:00 hrs on 10.08.2018**

**Date & Time for Opening of the Tender:
15:30 hrs on 10.08.07.2018**

Regional Office

**CONTAINER CORPORATION OF INDIA LIMITED,
5th Floor, New Administrative Building,
Central Railway, D.N.Road, Fort,
MUMBAI 400,001.**

Regd. Office.

**Container Corporation of India Limited
CONCOR BHAWAN, C-3, Opp. Apollo Hospital,
Mathura Road,
New Delhi-110076**

**Signature of Tenderer
Authority**

Signature of Accepting

Open Tender for the Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.

- 1) SERIAL NUMBER ASSIGNED TO THE
TENDER FORM : CON/WR/DRT-MUL-JNPT/Engg/DSPA/031//2018
- 2) DATE OF SALE/ISSUE : _____
- 3) NAME OF THE APPLICANT TO
WHOM ISSUED : _____
- 4) FULL ADDRESS OF THE TENDERER: _____

Full Signature of the
Official Issuing Tender Form

Official seal

Name in block letters

Designation.....

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 15:00 HRS ON **10.08.2018** AT THE OFFICE OF **CHIEF GENERALMANAGER, CONTAINER CORPORATION OF INDIA LIMITED**, 5th Floor, New Administrative Building, Central Railway, D.N.Road, Fort, MUMBAI 400,001.

TENDER BID WILL BE OPENED AT 15:30 hrs ON **10.08.2018** AT THE ABOVE ADDRESS.

(SIGN OF THE TENDERER)

(**Chief General Manager**)
CONTAINER CORPORATION OF INDIA LTD

Signature of Tenderer
Authority

Signature of Accepting

**Office of CGM/WR,
CONTAINER CORPORATION OF INDIA LTD.,
5th Floor, New Administrative Building, Central Railway,
D.N.Road, Fort MUMBAI 400,081.**

NIT for press publication

CONCOR invites tender in **single packet system** for the following work

Tender No.	CON/WR/DRT-MUL-JNPT/Engg/DSPA/031/2018
Name of Work	Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.
Estimated Cost	Rs.5,48,906/- + GST as applicable
Completion Period	02 months
Earnest Money Deposit	Rs.10,978/- (by Demand Draft)*
Cost of Tender Document	Rs.1120/- (1000/- + GST @ 12%), (if by post Rs.1500)* + GST (if GST applicable)
Date of sale of tender	22-07-2018 to 10-08-2018 (between 11:00 to 15:00 hrs. on all working days)
Date & time of tender submission	10-08-2018 upto 15:00 hrs.
Date of tender opening	10-08-2018 upto 15:30 hrs.

* Demand Draft in favour of “**Container Corporation of India Ltd.**” Payable at Mumbai.

For complete details log on to website www.concorindia.com with regard to turnover, the sum total (arithmetic sum) of last 3 financial years. Experience to similar nature of work, and proof of equipment's/machinery owned/leased by firm along with present status of such machineries etc

**Chief General Manager,/WR
Container Corporation of India Ltd.,**

**Signature of Tenderer
Authority**

Signature of Accepting

**Office of CGM/WR,
CONTAINER CORPORATION OF INDIA LTD.,
5th Floor, New Administrative Building, Central Railway,
D.N.Road, Fort MUMBAI 400,081.**

Detailed NIT

TENDER NOTICE NO: CON/WR/DRT-MUL-JNPT/Engg/DSPA/031/2018.

1. Sealed tenders in **SINGLE PACKET** system are invited for the below mentioned **Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at ICD/Dronagiri, ICD/Mulund and Jnpt office**, from established, experienced and reliable OEMs/firms/contractors/joint venture/ consortium firms/Authorized Dealer or have worked with Railway/CPWD/MES/PWD/ Other Government organizations/ reputed private firms.
2. Tender document can be purchased from the office of the CGM/WR, at above mentioned address between 11.00 to 15.00 hrs. on all working days. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of CGM/WR, as per date & time mentioned below & shall be opened in presence of the tenderers or their authorized representative.

Tender No.	CON/WR/DRT-MUL-JNPT/Engg/DSPA/031/2018
Name of Work	Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.
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Cost of Tender Document	Rs.1120/- (1000/- + GST @ 12%), (if by post Rs.1500)* + GST (if GST applicable).
Date of sale of tender	22-07-2018 to 10.08.2018 (between 11:00 to 15:00 hrs. on all working days)
Date & time of tender submission	10.08.2018 upto 15:00 hrs.
Date & time of tender opening	10.08.2018 upto 15:30 hrs.
Financial eligibility criteria	The sum total (arithmetic sum) of tenderer's turnover/revenue (income) from operation for the last three financial years, ending 31st March of previous financial year i.e .2015-16, 2016-17, & 2017-18 (not less than Rs.4,94,015/-). The information shall be supported by CA Certificate & Balance sheets and profit & loss statements of specified last three financial years.
Experience with respect to similar nature of work.	Tenderer should have completed successfully at least one similar nature of work (i.e. "Supply and Installation of DSP (Dry Sprinkler Powder Areosol System)Central Detection & Alarm interface GAS suppression system") not less than Rs. 1,92,117 lakhs during the last three financial years (i.e 2015-16, 2016-17 & 2017-18) & current year (2018-19) upto the date of tender submission.

* Demand Draft in favour of **"Container Corporation of India Ltd."** Payable at Mumbai.

**Signature of Tenderer
Authority**

Signature of Accepting

3. This Tender notice & its bidding document can also be downloaded from the website of CONCOR i.e. www.concorindia.com. However, the intending bidders who use Bidding Documents downloaded from the website should submit the document **sale price of Rs.1,000/- + GST@ 12% by way of Demand Draft in favour of “Container Corporation of India Ltd.” payable at Mumbai.**

Any downloading from the website is at the sole risk & responsibility of the user. CONCOR will not be responsible for delay / difficulty / inaccessibility of downloading facility for any reason whatsoever.

5. Any clarification on the content of NIT / tender document can be referred to undersigned by making a written request within 7 days of start date of sale of tender. Effort will be made to issue clarification in this connection in writing in next 7 days by CONCOR.
6. Corrigendum/Addendum to this tender if any will be uploaded in website mentioned in (3) above. This may kindly be noted by bidders/prospective bidders.
7. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

Chief General Manager/WR

**Signature of Tenderer
Authority**

Signature of Accepting

Note:-

1. Tender Document /sets shall be provided free of cost to Micro Small& Medium Enterprises (MSME's) registered with listed agencies.
2. **Agencies registered with MSME' for this tender will not be exempted from payment of Earnest Money Deposit (EMD), since it is works contract.**
3. MSME's who are interested in availing themselves of these benefits and preferential treatment, the MSME's will enclose with their offer the proof of their being MSME registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - i) District Industries Centre's.
 - ii) Khadi and Village Industries Commission.
 - iii) Khadi and Village Industries Board
 - iv) Coir Board.
 - v) National Small Industries Corporation
 - vi) Directorate of Handicraft and Handloom
 - vii) Udyog Aadhar Memorandum
 - viii) Any other body specified by Ministry of MSME
4. The MSME's must also indicate the terminal validity date of their registration. In those cases where MSME's are not able to provide the certificate with validity date of their registration, a self-declaration by the MSME (Party) on their letter head, confirming the validity of their registration can be accepted.
5. Failing 3 and 4 above, such offers will not be liable for consideration of benefits in MSME notification of Government of India dated 23.03.2012.

Container Corporation of India Ltd.
(A Govt.of India Undertaking)
Visit us at www.concorindia.co.in

**Signature of Tenderer
Authority**

Signature of Accepting

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This tender document consists of **34 pages**. The tenderers are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tendered and embossed with official seal at the time of submission.

**Signature of Tenderer
Authority**

Signature of Accepting

Tender Letter

To

Name of Work: - Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.

SIR,

- 1.0 Enclosed please find herewith a complete set of tender document for work mentioned above. Your offer in sealed cover is invited as per time
- 2.0 The bid is to be submitted in sealed envelope due, date and other instructions indicated below. You are requested to peruse the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials' superscripted with Name of Work and Tender No. **CON/WR/DRT-MUL-JNPT/Engg/DSP/0312018.**
- 2.1 The envelope will be clearly superscripted with Name of Work, Tender No. **CON/WR/DRT-MUL-JNPT/Engg/DSPA/031/2018**
 - i) Documents indicating supply contracts similar nature of work done in the past 03 years.
 - ii) Documents (Balance Sheet and Profit & Loss account) regarding financial standing of the firm/company certified by Chartered Accountant last three financial years
 - iii) Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
 - iv) Copy of PAN/GST NO. either in the name of concern or in the name of sole proprietor/lead partner
 - v) Earnest money of Rs.10,978/- (Rupees Ten thousand Nine hundred & Seventy eight only) in proper form as mentioned in para 3 of the instructions to tenderers, Section-I.
 - vi) The proof of completion of at least one similar nature of work i.e. **Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office**, amounting not less than Rs.1.92 lakhs/- in the last three financial years (i.e 2015-16, 2016-17 & 2017-18) & current year (2018-19) upto the date of tender submission.
 - vii) The sum total (arithmetic sum) of tenderer's turnover/revenue (income) from **Supply, testing, Installation & commissioning of similar type of work** for the last three financial years, ending 31st March of previous financial year, (not less than Rs.4.94 lakh). The information shall be supported by CA Certificate & Balance sheets and profit & loss statements of specified last three financial years.
 - viii) Any other information, which the contractor may like to submit in support of his capabilities, etc.
 - ix) General conditions of contract along with addendum / corrigendum and Errata if any duly read and signed on all pages.
 - x) Special conditions of contract duly read and signed on all pages.
 - xi) Instructions to tenderers read and signed on all pages.
 - xii) Letter of submission of tender.

**Signature of Tenderer
 Authority**

Signature of Accepting

xiii) Schedule of maintenance and Annexure regarding inventory duly signed and accepted at all pages.

3.0 General

- 3.1 All correspondence in connection with Tenders shall be addressed to CGM/WR.
- 3.2 The Tender No. as given in NIT and the subject must appear on all correspondence and documents.
- 3.3 The tender document shall be on sale from **22.07.2018 to 10.08.2018** on all working days from 11:00 to 15:00 hrs. Completed tender documents must be submitted on or before 15:00 hrs, of **10.08.2018** in the office of CGM/WR
- 3.4 (Technical & financial Bids) will be opened at 15:30 hours on the same day in presence of tenderers or their authorised representatives who are desirous of being present at the opening.
- 3.5 In case **10.08.2018** is declared a public holiday the tenders will be received and opened at the 15.30 hrs on the next working day.
- 3.6 **Period of completion of the entire work is 02 months from the date of Letter of Acceptance (LOA). All DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system must be installed on OR before 60 days from the date of issue of LOA. After expiry of 60 days will attract LD as per clause 7 of section III.**
- 3.7 Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender duly sealed.
- 3.8 No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected
- 3.9 Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
- 4.0 Time is the essence of the contract.
- 4.1 Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in NIT.
- 4.2 Tenders are also advised to visit all the site i.e. ICD/Dronagiri, ICD/Mulund and CONCOR office at JNPT Terminal & get conversant with the installation & related work expected of them prior to submission of bids. **IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN NIT**

Yours Faithfully,

For Container Corporation of India Ltd.

**Signature of Tenderer
Authority**

Signature of Accepting

SECTION – I

1. INSTRUCTIONS TO TENDERER

CONCOR invites sealed **Open Tender for Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office, IN SINGLE PACKET SYSTEM.**

- 1.1 The Tender Form is not transferable under any circumstances.
- 1.2 The Tenderer may submit their offer for the location as specified in the Tender.
- 1.3 The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including Annexure be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- 1.4 Each folio of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is authorized to sign for and on his behalf and embossed with the official seal at the time of submission.
- 1.5 Failure to submit the documents called for the purpose of satisfying the qualifying criteria (clause no.2 of Section (1) of the Tender document) will render the Tender liable for rejection.
- 1.6 The tender documents along with the other documents called for should be submitted inside a sealed cover super scribing Tender No and “**TENDER DOCUMENT Open Tender for Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office,** and the cover addressed to the Chief General Manager, Container Corporation of India Ltd., 5th floor, New Administrative Building, Central Railway, D.N.Road, Fort, Mumbai -400 001.
- 1.7 The Contractor/Tenderer undertakes needs to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and services you will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- 1.8 The Contractor/**Tenderer to indemnify CONCOR, its directors, officers, employees and associates** for any loss it may suffer as a result of the contractor not **being registered** with GST authorities or if **registered**, for loss due to **non-payment** of tax. . On request by CONCOR, the contractor shall produce evidence that it is so registered and paid all the dues in respect of GST. The contractor will get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN.IN case the contractor is unregistered then submit appropriate document establishing that agency is exempted as per the provisions of GST. Also in case the agency is registered under composition levy scheme, the same will be duly intimated to **CONCOR with relevant document.**

**Signature of Tenderer
Authority**

Signature of Accepting

- 1.9 The Contractor/**Tenderer** shall ensure timely issue of document such as invoices, declaration forms, reporting, unloading etc. undertaking appropriate statutory return within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 1.10 In case of any failure on the part of Contractor, any interest/penalty /any other amount, as may be applicable shall be indemnified by Contractor to the CONCOR.
- 1.11 If as result of change of law, Contractor obtains a benefit by way of reduction in cost due to lower tax and availability of ITC, Contractor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefits to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in law resulting in such decreased cost to the Contractor.
- 1.13** Any denial of input credit due to any omission or failure on the part of the Contractor, the Contractor undertakes to indemnify the CONCOR for the any delay or denial of input tax credit along with the consequential liability, if any , as may accrue to the CONCOR.

2 QUALIFICATION CRITERIA

The Bidder should submit the following documents;

- 2.1 Earnest money/bid guarantee deposit for Rs.10,978/-(Rupees Ten thousand Nine hundred Seventy eight only)
- 2.2 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed
- 2.3 **Notary attested copy of audited Profit and Loss account statement or CA Certificate** clearly showing turnover for the last three financial years 2015-16,2016-17 and 2017-18 wherein the sum total Turnover of the company should be at least Rs.4.94 Lakh.
- 2.4 **Notary attested copy Proof of Experience** of Tenderer should have completed successfully at least one similar nature of work (i.e. **Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office**) of value not less than Rs.1.92 lakhs in the last three financial years (i.e 2015-16, 2016-17 & 2017-18) & current year (2018-19) upto the date of tender submission. The bidder needs to furnish bills /payments disbursement details/TDS etc.in support of the work experience of single work experience.
- 2.5 Contractor has to submit PAN No and GST No.
- 2.6 Contractors may note that fulfilling the qualifying criteria will not tantamount to award of contract or any obligation on part of CONCOR to award the contract to the bidder.

3 EARNEST MONEY

- 3.1 **Earnest money/bid guarantee deposit for Rs.10,978/-(Rupees Ten thousand Nine hundred & Seventy eight only) should accompany each tender in the form of a crossed bank draft drawn in favour of “Container Corporation of India Limited”, payable from Nationalized/Scheduled Banks only.**
- 3.2 No interest will be payable by CONCOR on the Earnest Money Deposit.

**Signature of Tenderer
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- 3.3 (a) The Earnest Money Deposit will be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- (b) The Earnest Money Deposit of the successful tenderer will be returned after submission of performance Guarantee and signing of the agreement.
- 3.4 If the successful tenderer fails to furnish the performance guarantee timely, i.e. within **30** days of award of contract the Earnest Money Deposit shall be liable to be forfeited by CONCOR. The Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 3.5 It is works contract. There is no EMD (Earnest Money Deposit) exemption on account of MSME. The Earnest Money Deposit of all unsuccessful Tenderers will be refunded after decisions regarding award of contract is taken.**
- 3.6 Any tender not accompanied by Earnest Money Deposit for the period of validity of offer will be summarily rejected and valid upto the stipulated period.

4 CORRECTION OF ERRORS :

Tenders will be checked and corrected by CONCOR for any arithmetical errors in computation and summation as follows:

- 4.1 The tenderer should quote in figures as well as in words, the rates and amount tendered by them. The total amount for each item should be worked out and given against each item. Tenderers may note that non-compliance of above may lead to rejection of their tender. In case of discrepancy in rates & amount, the rates will prevail.
- 4.2 Where percentage rate is asked for, tenderer should write percentage in figures as well as in words. Tenderers may note that noncompliance of above may lead to rejection of their tender and when there is ambiguity between words and figures, words will prevail.
- 4.3 The bid documents shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order given below :
- Bill of Quantities (BOQ)
 - Special Conditions of contract
 - Scope of work & Additional conditions of conditions of contract
 - Instructions to tenderers

5 SUBMISSION OF OFFERS

- 5.1 The tender documents duly completed must reach the designated office of the CGM/WR, Container Corporation of India Ltd. before 15:00 hours on **08-08-2018** AND the same will be opened at same place at 15:30 hours on **08-08-2018**. The tenders received after stipulated date & time will **not** be entertained. The Tenderers or their Authorized Representatives may be present at the time of opening of the tenders, if they so desire.
- 5.2 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram will not be considered. CONCOR reserves the rights to extend the date and validity of tender.
- 5.3 All offers shall either be type written or written neatly with indelible ink and should be signed by authorized representative of the firm on all pages.

**Signature of Tenderer
Authority**

Signature of Accepting

- 5.4 All prices and other information having bearing on the price shall be written both in figures and words in the prescribed Price Bid offer form.
- 5.5 The Tenderers who are constituents of a Firm, Company and Association must forward attested copies of the constitution of their concern, power of attorney and partnership deed with their tender. The tender documents in such cases are to be signed by such person as may be legally competent to sign them on behalf of the Firm, Company, Association or Society as the case may be. The tenders, who are not accompanied by the above documents, are liable to be rejected. CONCOR will not be bound by any power of attorney granted by the tenderer for changes in composition of the firm made subsequent to the execution of lease. CONCOR may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the tenderer. The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents.
- 5.6 The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions. Work will involve **Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office**”, MUMBAI AND NAVI MUMBAI, at the locations mentioned in the tender documents. The Tenderer should get himself familiarized with location / Area of the working place before quoting the rates.

6) **VALIDITY OF OFFER**

The tender shall remain valid for a period of one hundred and twenty (120) days from the date of tender opening.

7 **EVALUATION CRITERIA:**

Bids are invited under single bid system and evaluation is comprising first, qualification criteria and secondly financial BOQ. Bidders have to qualify minimum qualification criteria to get evaluated financially. Bidders have to qualify the qualification criteria as laid down under section-1, financial evaluation of their bid will be done thereafter only. Work/procurement will be awarded to bidder who first qualifies qualification criteria and also made bid of lowest financial value without taxes.

8. **ACCEPTANCE OF TENDER:**

- 8.1 The authority for acceptance of tendered rates will rest with the **CGM/WR Container Corporation of India Ltd, 5th Floor, New Administrative Building, Central Railway, D.N.Road, Fort, Mumbai-01** who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated by Fax/Telegram/Express letter or formal acceptance of the tender. In case where acceptance is indicated by Fax or Express letter; the formal acceptance of the tender will be forwarded to the tenderer as soon as possible, but the Fax or Express letter should be deemed to conclude the contract.
- 8.3 The tender documents shall become the property of CONCOR with CONCOR having no obligation to return them.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

**Signature of Tenderer
Authority**

Signature of Accepting

- 8.5 On acceptance of the tender, the name of accredited representative of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR.
- 8.6 (a) The tenderer whose tender is accepted shall be required to appear at the office of the CGM/WR, Container Corporation of India Ltd., 5th Floor, New Administrative Building, Central Railway, D.N.Road, Fort, Mumbai-01 in person **within 30 days from the date of issue of LOA and subsequently sign the agreement.** Failure to do so shall constitute a breach of the contract concluded by acceptance of the tenderer.
- (b) The date of start of SUPPLY and INSTALLATION will start from the date given in the LOA.
- 8.7 Every tenderer shall state in the tender his full postal address, Phone No. & E-Mail address. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.
- 8.8 CONCOR reserves the right to reject any or all tender forms without assigning any reason.
- 8.9 Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/explain/ stipulate anything, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
- 8.10 If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.
- 8.11 Tenderers are advised to quote their rates considering all the above facts.
9. **WITHDRAWAL OF TENDERS:** No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiry of the period of tender validity specified by bidder. Otherwise Earnest Money/Bank Guarantee will be forfeited without any notice.
10. **AMENDMENT OF TENDER DOCUMENTS:**
- 10.1 At any time prior to the last date for submission of the offers, CONCOR may for any reason modify the tender documents by an amendment.
- a. The amendment in the form of an addendum will be published in the newspaper and will also be published on CONCOR official website.
- b. In order to afford to prospective Tenderers reasonable time to consider the amendment in preparing their offers, CONCOR may at its discretion extend the last date for the submission of tenders.
- c. Work shall be carried out as per the instructions of authorized representative of CONCOR. In case of new work/alterations/modifications for work CPWD specifications (external & internal) with upto date amendment shall be followed.

**For and on behalf of
Container Corporation of India Ltd.**

Chief General Manager,

Signature of Accepting

**Signature of Tenderer
Authority**

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT

Tender for the Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.

1. PREAMBLE

Container Corporation of India Ltd. (hereinafter referred to as CONCOR) is operating a number of Container Terminals at different locations. The main activities of these terminals are to receive inward cargo in containers from other Terminals as well as to dispatch outward cargo in Containers to various destinations in India by Rail/Road. These cargo are stuffed/de-stuffed in containers either at the terminal itself or at consignee's/consignor's premises. All the major Shipping Lines/Transporters/Freight Forwarders are operating from these Terminals.

2. VALIDITY OF OFFER

The tender shall remain valid for a period of one hundred and twenty (120) days from the date of tender opening.

3. EARNEST MONEY

- 3.1 All the Tenderers are required to deposit a sum of **Rs.10,978/- (Rupees Ten thousand Nine hundred & Seventy eight only)** as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. If the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.
- 3.2 The deposit as referred to under Para 3.1 above shall be in the form of pay orders or demand drafts made out in favour of "Container Corporation of India Limited" payable at Mumbai .
- 3.3 Cheque, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) or in any form other than mentioned in Para 3.2 above will not be accepted towards the earnest money referred to above.
- 3.4 Pay orders/Demand Drafts should be enclosed along with the tender. Tenders will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
- 3.5 No interest shall be allowed on the Earnest Money deposited and also on security deposit as referred to under Para 4 below.
- 3.6 Subject to the condition stipulated in Para 4.1 above, the earnest money of the unsuccessful Tenderers will be returned as soon as possible after tenders have been finalized. Earnest money of the successful tenderer will be returned after submission of performance guarantee and signing of Agreement.

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Authority**

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4. PERFORMANCE SECURITY DEPOSIT

- 4.1 a) The successful Tenderer whose tender is finally accepted must deposit as performance guarantee (format at Annexure-B) for successful performance under the contract, an amount equivalent to 10% of the contract value by way of irrevocable Bank Guarantee or demand draft in favour of “Container Corporation of India Ltd, valid for the entire contract period plus 12 months including warranty period(annexure- c) and in the prescribed format attached as Annexure- B or 10% amount shall be deducted from bill. Performance Guarantee shall be released after satisfactory completion of the work and warranty period of contract is over.
- b) Wherever the contracts are rescinded, the Performance Guarantee will be encased and the balance work will be got done separately,
- c) The balance work will be done independently at the risk and cost of the original service provider.
- d) The original service provider shall be debarred from participating in the tender for executing the balance work. If the failed Bidder is JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- 4.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit/performance security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to adjust/ recover any loss and/or damage that CONCOR may suffer or sustain by reason of the failure of the service provider to observe and in performance of the terms and conditions of this contract from the amount of security deposit/performance security deposit, and in the event of any balance remaining due to CONCOR, the Bidder shall forthwith pay the same. In the event of any such deduction being made from the security deposit/performance security deposit, the service provider shall at once make good the deficiency in the amount of the security deposit/ performance security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the service provider.
- 4.3 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the service provider of any of the terms and conditions of this contract, without prejudice to CONCOR’s right to rescind the contract and other rights and remedies warranted by law.
- 4.4 (a) The Security Deposit shall, subject to any deduction that may be made there from, be returned to service provider after completion of the contract including warranty period and on issuance of “NO DUES CERTIFICATE” by the respective terminal & no claim certificate from the contractor. However, even if there is any delay the Tenderer will not be entitled to any interest.
- (b) No interest will be payable on Security Deposit.
- 4.5 Chief General Manager may, at his discretion, increase the amount of Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit.

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5 PAYMENTS

- 5.1 Payment for the will be made after successful commissioning of “**Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office**” at the designated location. For payment Bill/Invoice should be supported by Two copies of invoices, Warrantee/Guarantee certificate, Authorization certificate from manufacturer in case of bid is submitted by authorised dealer of Manufacturer.

7. ESCALATION CLAUSE

Prices will remain fixed for the duration of the contract. No deviation on account of increase in any price index will be admissible. However, any increase in statutory levies tax etc. after the date of opening bid payable under the contract will be reimbursed on documentary evidence.

8. DEDUCTION TOWARDS TAXES OR ANY OTHER LEVY SUCH AS GST ETC. AT SOURCE

Deduction of Taxes at source or any other statutory taxes/liabilities/charges will be made from the moneys payable to the service provider on the bills for work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

9. ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the service provider or his partner, agent or servant or any one of his or on their behalf to any employees(s) of CONCOR or to any person on his or their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall in addition to any criminal liability the service provider may incur, entitle CONCOR to rescind this contract and all other contract with him. CONCOR shall also be entitled to hold the service provider liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the service provider in respect of this and all other service provider, between him and CONCOR. The service provider shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to CONCOR under this clause shall be settled by the Managing Director of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

10 ARBITRATION

- 10.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words/terms specifications and instructions mentioned in this contract and as per the quality of workmanship or performance or as to any other question/claim/right/matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the Annual maintenance to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of some other person appointed by the CGM/WR, CONCOR willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in

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the course of his duties as such, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief General Manager as aforesaid at the time of such transfer, vacation of the office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Chief General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

- 10.2 Subject as aforesaid the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 10.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 10.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contract shall be withheld on account of such proceedings.
- 10.5 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
- 10.6 The arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the arbitrator shall think proper and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 10.7 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 10.8 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 10.9 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

11 UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

- 11.1 **The decision of CGM will be final and binding on the Bidder.**
- 11.2 **In addition, in the event of unsatisfactory performance or any failure at any time on the part of Bidder to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final.)**
- 11.3 The **Bidder** shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency. Directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the **Bidder** and shall be recovered from any money due to him or from his security deposit.

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- 11.4 Further more in case of repeated failures/unsatisfactory performance on part of Bidder, it shall be open for CONCOR to give a show cause notice to the Bidder for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the Bidder the contract can be terminated immediately. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit and encash the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary.
- 11.5 The certificate of the CONCOR official in-charge as to the sum payable to the Bidder, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the Bidder.
- 11.6 The Bidder shall have no claim whatsoever against CONCOR in consequence of the termination of contract.
- 11.7 Any financial loss incurred by the CONCOR authority arising due to any procedural lapses from compliance of statutory obligations on the part of the tenderer shall be recovered by CONCOR from the service provider from the running bills.

12. TERMINATION OF CONTRACT AGREEMENT

- 12.1 In the event of unsatisfactory service or any failure at any time on the part of Bidder to comply with the terms and provisions of this contract to the satisfaction of CONCOR administration (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving 30 days' notice to the Bidder. In the event of such termination of the contract, CONCOR shall be entitled to (I) forfeit the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary. The certificate of the CONCOR's Technical Official and verification of work for the sum payable to the tenderer, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the Bidder.
- 12.2 Besides above, CONCOR administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the Bidder may suffer by reason of such termination, by giving the Bidder 01 month prior notice in writing of its intention to terminate the agreement. The Bidder, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, CONCOR Administration will be entitled to get the work done from any other agency and to encashment of the performance bank guarantee.
- 12.3 Any notice to be served on the Bidder under this agreement sent to him by registered post to his mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.
- “VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED”
”Except as thereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding or CONCOR unless and until the same are endorsed or incorporated in a formal instrument.
- 12.4 If at any time, the Bidder becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in the Court of Law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on his account.

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13 EXIT CLAUSE

CONCOR will also have the liberty to seek a cause of termination of contract by serving an advance sixty days' notice against service provider in case there are strong business reasons for it doing so as determined by its management

14 SAFETY / PRECAUTIONS:

- 14.1 It shall be the duty of the Bidder to acquaint him with all safety regulations as proposed by any statutory authorities.
- 14.2 The Bidder shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 14.3 All liabilities owing to injury/death of the staff of the Bidder during discharge of contract will be to the Bidder & CONCOR will stand indemnified for same.
- 14.4 All staff while working on electrical installation & infrastructure should use adequate safety/protection equipment such as
- a) Electrical safety gloves.
 - a) Rubber shoes.
 - b) Safety belt.
 - c) Earthing discharge rod.
 - d) Insulated line tester.

15. LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE:-

All labour and/or personnel employed by Bidder shall be engaged by him as his own employees/workmen in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Bidder.

16. CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923

The Bidder shall at all times indemnify CONCOR against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the Bidder and also deposit the same with the Commissioner under W.C. Act.

- 16.1 The employees engaged in the contract under the terms of the contract are to be deemed as employees of the Bidder for all Purposes of Industrial Disputes Act, 1947 or other enactments that may be applicable should necessity arise
- 16.2 The Bidder shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and keep CONCOR indemnified

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against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the Bidder to comply with any such laws, regulations and / or rules.

17. RESPONSIBILITY/LIABILITY OF THE SUPPLIER FOR LOSS OR DAMAGE

- 17.1 The Bidder shall be liable to compensate CONCOR in full for all damages and losses and claims in respect of injuries or damage to any person or whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- 17.2 All costs, damages or expenses incurred by CONCOR in this connection will be recovered by CONCOR from the service provider. It also reserves the right to retain Bidder's security deposit or any payment under the Bidder to be paid off against such claims.
- 17.3 Any kind of penalty imposed by any statutory authorities will be borne by service provider.

18 SUBLETTING NOT ALLOWED

The Bidder shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the Bidder contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the Bidder and all expenses borne on this account shall be recovered from Bidder.

19 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Managing Director, CONCOR shall be issued or taken on his behalf by the official in charge of the respective terminal. The tenderer shall furnish to CONCOR the names, designation and address of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the tenderer if delivered to them or his authorized representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

20. DEATH OF TENDERER

No alteration by death, resignation, addition or otherwise for or to the service provider or the partners constituting the service provider's firm shall vitiate or affect this contract but the Bidder's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

21. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the Chief General Manager whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to Chief General Manager whose decision will be final and binding. The term CM/ and SGM/ mentioned in the tender document are interchangeable in authority.

Further in case of failure to execute the agreement, the contract will be cancelled

All terms and conditions listed from Para 01 to 21 along with all sub paras read carefully, understood and accepted.

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SECTION –III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Wherever there is conflict these conditions will prevail over the GCC.

1 Definitions

1.1 In this Contract the following terms shall be interpreted as indicated:

"The Contract" means the agreement entered into, between the CONCOR and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein; **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations; **"CONCOR"** means the Organization or its authorized representative, in this case Container Corporation of India Ltd.

"The Bidder" means the individual or firm undertaking for **"Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office"**. as per the Technical Specifications-Scope of Supply.

2. Application

These General Conditions shall apply to the extent that provisions in other parts of this bid document do not supersede them.

3. Design Standards/Test Report/Compliance certificate/Approval:-

The Goods/Spare parts supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards shall be the latest issued by the concerned institution.

4 Warranty

The Bidder will submit the warranty/guarantee certificate for the supply of FAS (FireFite Areosol System)Central Detection & Alarm interface with DSPA/GAS suppression system provided by them for the period of **12** months from the date of Installation of **DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office**. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period as decided by CONCOR, the latter may proceed to take such remedial action as may be necessary, and make suitable deductions from the Performance security deposit.

5. Payments:-

Payment for the will be made after successful commissioning of **"Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office"** at the designated location. For payment Bill/Invoice should be supported by Two copies of invoices, Warrantee/Guarantee certificate, Authorised certificate in case of bid is submitted by authorized dealer of Manufacturer.

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6. **Delay in Bidder's performance**

- 6.1 Delivery of **DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system**” supplied shall be made by the Bidder in accordance with the time schedule specified by CONCOR in its Schedule of Delivery.
- 6.2 Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable for imposition of liquidated damages and termination of the Contract for default.

7. **Liquidated Damages**

If the Bidder fails to deliver the **DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system** as per delivery of schedule within the time period specified in the Contract, CONCOR shall without prejudice to its other remedies under the Contract, deduct from the Contract price as liquidated damages, a sum equivalent to 0.5% of the contract amount for each week or part thereof of for delay in installation up to a maximum deduction of 10 % (ten percent) of contract value. Once the maximum is reached CONCOR may consider termination of the Contract.

Note: LD would be levied for only short supply of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system” in each lot.

However, if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the CONCOR may, at their discretion, allow such additional time as they may consider fit. Both Purchaser and Bidder shall ratify such extension through an amendment.

- 7.1 For the purpose of the Clause-7.0 of Section-III, the delivery shall mean the receipt and installation of the **DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system**”.

8. **Termination by default**

- 8.1 CONCOR may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Bidder, terminate the Contract in whole or part: if
- a. The Bidder fails to deliver any or all of the machines within the time period specified in the Contract or any extension thereof granted by CONCOR.
 - b. The Bidder fails to perform any other obligation(s) under the Contract.
- 8.2 In the event CONCOR terminates the Contract in whole or in part, CONCOR may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered and for any excess costs for such similar goods or services the Bidder shall be liable. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
- 8.3 In event of termination the Bidder will have to promptly return the free supply items made available to him by CONCOR.

9. **Force Majeure**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof.

If the Force Majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of

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commencement of such Force Majeure by giving 30 days' notice to the Bidder in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination. *Strikes at the premises of the Bidder will not be considered as 'Force Majeure' class.*

10. **Termination for Convenience**

10.1 CONCOR may, by written notice sent to the Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CONCOR's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

10.2 The Goods that are complete and ready for shipment within 30 days after the Bidder's receipt of notice of termination shall be purchased by CONCOR at the Contract terms and prices. For the remaining Goods, CONCOR may elect to:

- a) Have any portion delivered at the Contract terms and prices; and/or
- b) Cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods.

11.0 **APPLICABLE LAW**

11.1 The Laws of Republic of India for the time being in force shall govern this contract.

11.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.

11.3 **Jurisdiction of Courts** - The courts at Mumbai (India) shall have the exclusive jurisdiction.

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SECTION-IV
SCOPE OF WORK

1.0

S.NO.	Item Specification	Quantity
01	Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office”	03 Job

2. A) Technical Specification for DSP (Dry Sprinkler Powder) Areosol gas suppression system unit.

Sl no.	Description	Dry Sprinkler Powder (DSPA) Aerosol-G, Make-DSPA or Similar	Dry Sprinkler Powder (DSPA) Aerosol-G, Make-DSPA or Similar	Dry Sprinkler Powder (DSPA) Aerosol-G, Make-DSPA or Similar
1.	Model Number (Qty.)	8-1 (2 no.)	11-4 (1 no)	11-2 (2 no.)
2	Compound, Mass, Efficiency, Discharge & Size			
2.1	Aerosol compound type	“Aerosol-G” Nitrocellulose & Chlorine free	“Aerosol-G” Nitrocellulose & Chlorine free	“Aerosol-G” Nitrocellulose & Chlorine free
2.2	Active Agent (kg)	>3.25 Kg or equal	0.9 Kg or equal more	> 0.17kg or equal
2.3	Efficiency (%) not less than 85%.	85 to 100	85 to 100	85 to 100
2.4	Gross wt.(Kg) wall/Ceiling mounted (Light weight)	< 12 Kg or equal	< 2 Kg or equal	< 1 kg or equal
2.6	Discharge time (Sec.)	< 180	< 80	<80
2.7	Vol. coverage (Cu.meter)	> or equal 65	> or equal 18	> or equal 4
2.8	Deg. Celsius at distance > 500 mm	< 120	75	75
4.	Operational condition			
	a) Activation system	Electrical or thermo cord cable.	Electrical or thermo cord cable.	Electrical or thermo cord cable.
	b) Storage life after delivery Serviceable life after installation	15 years for the generator and 5 years for the igniter.	15 years for the generator and 5 years for the igniter.	15 years for the generator and 5 years for the igniter.
5	Product shelf life	15 years	15 years	15 years
4	Self-Ignition	The temperature of self –ignition of aerosol-forming mixture is 300 deg. centigrade.	The temperature of self –ignition of aerosol-forming mixture is 300 deg. centigrade.	The temperature of self –ignition of aerosol-forming mixture is 300 deg. centigrade.
5	Certification/Design standard/Test reports/Approval /Compliance certificate	UL-27775 ISO-15779 i) CEN-15276 ii) EPA iii) Aerosol Generator shall be in compliance with NFPA-2010 iv) TNO (certification for the Non-Toxic) v) ATEX vi) Thales ageing tests for shelf life of 15 years vii) DRDO		

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		viii) TNO (Chlorine absent)
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Note:-

- * Fire extinguishing capacity of the aerosol-forming agent 75gm per cum. Maximum volume that could be protected is given for hermetically closed rooms, for which $d < 0.001m^{-1}$ (d being the ratio of the sum of the surface of open joint and total volume of the room).

4. Inspections and Tests.

- 4.1 CONCOR reserves the right to carry out inspection at any point of time and it will be binding on the contractor to review/ replace the supply on being asked to do so by technically qualified representative of CONCOR.

5. Taxes and Duties.

- 5.1 Contractor shall be entirely responsible for payment of all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to CONCOR.

6. SIGNING OF THE LETTER OF ACCEPTANCE (LOA).

The bidder would be required to unconditional acceptance of LOA. And submission of Performance Security as per clause 4 of section II.

6 DELIVERY SCHEDULE

DELIVERY PERIOD - The delivery schedule would be as under: -

ITEM	SCHEDULE OF DELIVERY PERIOD	Quantity	CONSIGNEE
Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office	i) Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office within 40 days from the date of issue of LOA and Commissioning within 20 days from the date of supply. Thus total supply & installation should be D+ 60 days. After that LD will apply.	03 Job	Office of Chief .General Manager /WR, CONTAINER CORPORATION OF INDIA LTD., 5 th Floor, New Administrative Building, Central Railway, D.N.Road, Fort MUMBAI 400,081.
Total		03 Job	

“LOA” is the Letter of Acceptance & D is date of LOA.

Note:

1. The firm can offer better dispatch schedule. In such case the details will be finalized in mutual consultation with CONCOR and the Bidder.
2. Part supply can also be made within the stipulated period.

9.0 DELIVERY DATE

The date of receipt of FAS Central Detection & Alarm interface with DSPA/GAS suppression system would be taken as **“Delivery Date”**.

**Signature of Tenderer
Authority**

Signature of Accepting

10.0 WARRANTY.

The Bidder will submit the warranty/guarantee certificate for the supply **Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office** provided by them for the period of **12** months from the date of Installation. **If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period as decided by CONCOR, the latter may proceed to take such remedial action as may be necessary, and make suitable deductions from the Performance security deposit.**

11.0 Repeat Order –

Repeat order without calling fresh tender may be placed against previous orders within 18 months from the date of issue of purchase order or 12 months from the date of completion of supply of the original order, whichever is earlier on the same terms & condition and Price. Any variation in price will not be considered for repeat order.

**Signature of Tenderer
Authority**

Signature of Accepting

SECTION-V

S.No	Description	Esti.Qty.	Unit rate (Rs.)	Amount (Rs.)
1	Supply, testing, installation and commissioning of DSPA series generator, which is intended for operational application during localization and extinction of fires of class A, B, C and electrical fires, inflammable liquid (petrol, oil products, organic solvents etc.) and solid materials (wood, insulation and plastic material etc.) amongst others in industrial buildings, railroad and vehicle transport critical areas, Engine room, servers, electronic equipment area etc., where less than 40 KV voltage with manual call point box, manual release switch, manual abort switch, Heat detector, smoke detector with siren, with tools & tackles, labour, transportation etc. complete in all respect as per the direction of Engineer/terminal in charge.			
a.	DSPA- 8-1 or similar canister containing 3.25 Kg. Areosol Gas, confirming to the technical specification 2(A) at sec.IV of tender.	2 No **		
b.	DSPA- 11-4 canister containing 0.9 Kg.Areosol gas, confirming to the technical specification 2(A) at sec.IV of tender.	1 No *		
c.	DSPA -11-2 canister containing 0.17 kg Aerosol Gas, confirming to the technical specification 2(A) at sec.IV of tender.	2 No**		
d.	AEROSOL RELEASE CONTROLLER,	3 No		
e.	Supply of 12 volt battery	3 No		
f.	Supply of Smoke Detector,	3 No		
g.	Supply of Heat Detector	3 No		
h.	Supply of SIREN cum Flasher	3 No		
j.	Supply of Manual Call Point	3 No		
k.	Supply of Manual Release Switch	3 No		
l.	Supply of Manual Abort Switch	3 No		
2.	FRLS cable (confirm to international standards) charge of 2core 2.5 sq.mm copper.	250 Mtr.		
3.	INSTALLATION and INTEGRATION CHARGES of above s.no.1 for all the 03 (three) location.	3 Job		
4.	Supply of SINAGES-AFS	3 No		
A.	Sub Total			
B	Add: GST (CGST+IGST or SGST) (on supply items)			
C	Add: GST(CGST+SGST or IGST (on installation charges)			
	Total			
* Each for JNPT				
** Each for the Dronagiri and Mulund terminal.				
*** FRLS cables approximate qty. payment will be made as per actual.				

Note: Rate should be inclusive of packaging & forwarding charges and Freight charges.

Signature of Tenderer
Authority

Signature of Accepting

Annexure A

BID FORM

Date: _____

Tender No _____

To: (Name & address of Purchaser)

Gentlemen,

Having examined the Bidding Documents including Amendments No. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (***Description of Goods and Services***) in conformity with the said Bidding Documents for the sum of (***Total Bid Amount in words and figures***) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We undertake, if our bid is accepted, to commence delivery within (***Number***) days and to complete delivery of all the items specified in the Contract within (***Number***) days calculated from the date of receipt of your Letter of Award. If our bid is accepted we will obtain the bank guarantee in a sum not exceeding 10% of the Contract Price for the due performance of the Contract. We agree to abide by this bid for a period of (***Number***) days from the date fixed for bid opening under Clause 6 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Letter of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20__

Signature: _____

Name: _____

In the Capacity of: _____

Duly authorized to sign bid for and on behalf of _____

**Signature of Tenderer
Authority**

Signature of Accepting

ANNEXURE-B**PERFORMANCE SECURITY FORM**

(To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank)

(Please see Clause-10.0 of Section-II and Clause-9 of Section-III)

To,

Office of Chief .General Manager /WR,
CONTAINER CORPORATION OF INDIA LTD.,
5th Floor, New Administrative Building,
Central Railway, D.N.Road, Fort,
MUMBAI 400,001.

WHEREAS..... (Name of Bidder)

.....
hereinafter called "the Bidder" has undertaken, in pursuance of Contract No.....dated..... .. to Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface with DSPA/GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office. (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature

Name

Designation with Bank's Stamp

Witness : _____

Signature :

Name :

Official Address:

Note:

- 1 The stamp paper of appropriate value shall be purchased in the name of Issuing Bank.
2. An indicative chart for working out period of validity of Performance Bank Guarantee is enclosed as **Annexure-8**

**Signature of Tenderer
Authority**

Signature of Accepting

ANNEXURE - C**SCHEDULE OF DELIVERY & PERIOD OF VALIDITY OF PERFORMANCE BANK GUARANTEE**

SL:	PARTICULARS	DATE
1	Date of Issue of LOA (LETTER of ACCEPTANCE)	D
2	Submission of Performance Bank Guarantee within 30 days of issue of LOA or Bidder shall submit the consent/declaration for deduction of 10 % amount from bill.	D + 30
3	Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office as per LOA quantity at ICD/ Dronagiri, Mulund. And JNPT terminal.	D+60Days
4	All supplied of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office to be installed as per LOA quantity before D+60 days. Remaining Supply and Installation of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office system after expiry of D+ 60 days will attract LD as per clause of 7 of section III.	D+60 Days
5	Guarantee & Warranty period from the date of completion of commissioning of DSPA (Dry Sprinkler Powder Areosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.	Date of commissioning+12 months warranty

NOTE:

- a) The Above period is indicative. In case of variation in issue of LOA or delivery schedule, the final guarantee period may vary accordingly.
- b) If site is not available for installation, agency should bring notice of the CONCOR representative in writing, if found genuine extra installation time will be provided without LD.

**Signature of Tenderer
Authority**

Signature of Accepting

Annexure D

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 20__ between **Container Corporation of India Ltd** ----- (hereinafter "CONCOR") of one part and M/s. **(Name of Bidder)** of **(Address of Bidder)** (hereinafter "the Bidder") of the other part:

WHEREAS CONCOR is desirous that certain supply should be provided by the Bidder, viz., **Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office at _____** and has accepted a bid by the Bidder for these works in the sum of **(Contract Price in Words and Figures)** (hereinafter "the Contact Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Form and Price Schedule submitted by the Bidder.
 - (b) The Scope of Work.
 - (c) The Schedule of Delivery.
 - (d) The General Conditions of Contract.
 - (e) The Special Conditions of Contract.
 - (f) The CONCOR's Letter of Award.
 - (g) Subsequent letters on the award of the contract
3. In consideration of the payments to be made by the CONCOR to the Bidder as hereinafter mentioned, the Bidder hereby covenants with CONCOR to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The CONCOR hereby covenants to pay the Bidder in consideration of the provision for **DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office** and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said _____ (For CONCOR)

In the presence of _____

Signed, Sealed and Delivered by the said _____ (For the Bidder)

In the presence of _____

**Signature of Tenderer
Authority**

Signature of Accepting

LETTER OF SUBMISSION OF TENDER

From:

To:

.....
M/s Container Corporation of India Ltd.,**Name of Work: Supply and Installation of DSPA (Dry Sprinkler Powder Aerosol System) Central Detection & Alarm interface GAS suppression system at CFS/Dronagiri, CFS/Mulund and Jnpt office.**

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered and having conducted a thorough study of the job, site(s) involved and things whatsoever necessary or relative to the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract with all correction slips upto date and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications for materials and works of the Northern Railway/MOST/Special conditions. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within 30 days after notice that the contract has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs.10,410/- (Rupees Ten thousand Four hundred & Ten only)** lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above para and to bind and provide such of the materials (other

**Signature of Tenderer
Authority****Signature of Accepting**

than those to be supplied by the CONCOR), and to do all such things which in the opinion of the CONCOR may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed to this tender all document contained in a cover superscripted with Tender No.**CON/WR/DRT-MUL_JNPT/Engg/DSPA/031/2018** and all the documents listed under para 5 of Section - 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to avoid any resultant contract.

I/We confirm having deposited earnest money of **Rs.10,410/- (Rupees Ten thousand four hundred ten only)** (Strike off whichever is not applicable.)

a) By demand draft/ No. _____ Dated: _____ drawn on Container Corporation of India Ltd., Bank _____ Branch _____ attached hereto.

**Name & Designation of authorized person (s)
Signing the tender on behalf of the tenderer (s)
(Power of attorney to be also enclosed)**

**Signature of Tenderer
Authority**

Signature of Accepting