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GOVERNMENT OF INDIA
MINISTRY OF FINANCE
OFFICE OF THE COMMISSIONER OF CUSTOMS (SEAPORT)
CUSTOM HOUSE, 60 RAJAJI SALAI, CHENNAI – 600 001.

F.NO.S31A/74/2011-CHS Part-II

Dated: 16.12.2011

**SUB:- SUPPLY / INSTALLATION AND COMMISSIONING OF WINDOW AND
SPLIT AIR CONDITIONERS – REG.*******

Sealed quotations are invited for with supply, installation, testing and commissioning 25 Nos. of Window and 3 Nos of Split Air Conditioning Units BEE rating in Office of the Commissioner of Customs (Seaport), Custom House, 60, Rajaji Salai, Chennai-600 001 as per specifications and terms and conditions listed in the enclosed Annexures.

The necessary Tender Documents are attached in the form of Annexure

1. SUBMISSION OF BID

The Bidding Process shall be in two parts, viz.

Part- I: Technical

Part- II: Financial Bid

Technical & Financial Bid is to be submitted on same date and time in different sealed envelopes super scribing "**TECHNICAL BID** For SUPPLY / INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS" and "**FINANCIAL BID** For SUPPLY /INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS" respectively.

The bidder should take care in submitting the bid properly filled so that enclosed papers are not found loose. The bid document should be properly numbered and signed on each page by the authorized signatory of the company under company seal and submitted in a file in proper manner so that paper do not bulge out and tear during scrutiny.

1.1 Parts of Technical Bid

ANNEXURE - I contains Terms & Conditions, Selection Criteria etc. The bidder should sign each page of this annexure.

ANNEXURE – II is a format of Technical Bid.

ANNEXURE – III is a format of Financial Bid.

1.2 Above bids with all the relative annexure as detailed above should be sent to Shri.B.Suresh Babu, Additional Commissioner of Customs (Preventive), Room No.512, 5th floor, Office of the Commissioner of Customs, Custom House, Chennai-600001 by the due date of Submission of Technical & Financial Bid as per Bid Schedule / Venue given below:-

Last Date for submission of bid : 16:00 Hrs on 26.12.2011. Any bid received by purchaser after the aforesaid period, shall be considered a late bid and shall be returned unopened, to the Vendor.

1.3 To ensure uniformity at the time of evaluation and finalization of offers the bidder should **strictly follow the format & procedure** indicated in the Annexure.

1.4 Place, time and date of opening: The **technical bids will be opened by the committee in the presence of bidders on 27.12.2011 at 11.30 hrs at the office of Shri. B.Suresh Babu, Additional Commissioner of Customs (Preventive), Room No.512, 5th floor, Custom House, Chennai-600001** Interested bidders are requested to attend the opening of the sealed bids at the appointed time and date.

2. Earnest Money Deposit

Technical bids should be accompanied by Pay Order/ Bank Draft of Rs.20,000/=(Rupees twenty thousand only) in the form of Bank Draft in the name of the Commissioner of Customs, Chennai towards EMD. Technical bids not accompanied with the EMD, are liable to be rejected even if it is claimed that the EMD is enclosed to the Financial Bid. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of the successful bidder(s) shall be returned after timely delivery of the customized fixtures. No interest shall be paid on the EMD. If any of the selected bidders, refuses or is unable to execute the order, his EMD will be forfeited.

3. Performance Security

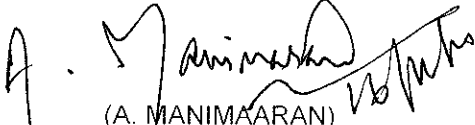
The successful bidder has to deposit Rs. 50.000/- (Rupees fifty thousand only) in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchasers interest in all respects. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Bid security will be refunded to the successful bidder on receipt of Performance Security.

4. Scope of work: work as per Annexure-III.

5. The Technical bids will be examined by a Committee which may call for clarifications / additional information from the vendors which must be furnished to the Committee within the time stipulated by the Committee.

6. Financial Bids of the vendors short-listed by the Committee will only be opened. The prices quoted in Financial bid should be Local Delivery at site inclusive of all taxes, duties, levies, VAT, transport, Entry Tax, Octroi, Transit Insurance, loading unloading, installation charges etc. The rate should be firm and valid for 06 (six) months from the date of Tender Closing Date. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.

Yours faithfully


(A. MANIMAARAN)
DY. COMMISSIONER OF CUSTOMS
(PREVENTIVE GENERAL)

Copy to:-

1. Notice Board, Office of the Commissioner of Customs (Seaport), Custom House, 60, Rajaji Salai, Chennai-600 001.
2. Notice Board, Office of the Commissioner of Customs (Air Commissionerate), Air Cargo Complex, Meenambakkam, Chennai-600 027.
3. Notice Board, Office of the Commissioner of Central Excise I, II, III IV, LTU, Service tax, Chennai-
4. Notice Board, Office of the Commissioner of Income tax, Chennai-600 034.
- ✓ 5. AO (EDI), Custom House, Chennai - for displaying in the Internet.

ANNEXURE – I

TENDER DOCUMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS WITH BEE RATINGS TO OFFICE OF THE COMMISSIONER OF CUSTOMS TERMS & CONDITIONS OF THE TENDER

1.GENERAL:

1.1 The response to the present tender will be submitted by way of two stage bidding process. The technical details with the relevant information / documents /acceptance of all terms and conditions strictly as described in this tender document should be submitted. If short-listed, the Financial Bid of the vendor will be opened.

1.2 Tender should strictly conform to the specifications. Tenders not conforming to the specifications will be rejected summarily.

1.3 Any incomplete or ambiguous terms / conditions/quotes will disqualify the offer.

1.4 Office of the Commissioner of Customs reserves the right to accept/reject any or all Bids without assigning any reasons therefore.

1.5 Any set of terms and conditions from the Vendors are not acceptable to Office of the Commissioner of Customs.

1.6 Office of the Commissioner of Customs reserves the right to stop the tender process at any stage and go in for fresh tendering without assigning any reasons.

1.7 The bids should be valid for 6 months and L1 vendor is bound to execute the orders placed at L1 rates during the currency of the tender.

1.8 Office of the Commissioner of Customs reserves the right to impose and recover penalty from the vendors who violate the terms & conditions of the tender including refusal to execute the order placed on them for any reasons.

1.9 Office of the Commissioner of Customs has the right to reject the work at site during final inspection though the work have already been inspected and cleared at testing stage.

1.10 No binding legal relationship will exist between any of the Respondents and Office of the Commissioner of Customs until execution of a contractual agreement. Bids must remain valid and open for evaluation according to their terms for a period of at least six (6) months from the date/time of submission of Bids. Bids valid for less than 6 month are liable to reject.

1.11 The financial bids of vendor(s) who do not qualify in the technical bid, will not be opened/considered.

1.12 The vendor (if selected) shall supply new customized fixtures as per Annexure–III.

1.13 If required, any further clarification, please get in touch with the Superintendent of Customs (CHS) within ^{five} days of tender notification date, after which no such communication will be entertained:

2. INSTRUCTIONS TO THE VENDORS:

2.1 NAME OF WORK: SUPPLY-INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS WITH BEE RATINGS to the Office of the Commissioner of Customs.

2.2 Please read the terms & conditions governing the tender carefully.

2.3 Please fill in the relevant information in the blanks provided.

2.4 Please sign in full by the Authorised Signatory (ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.

2.5 Sealed Envelop of Bids should be sent to Shri.B.Suresh Babu, Additional Commissioner of Customs (Preventive), Room No.512, 5th floor, Office of the Commissioner of Customs, Custom House, Chennai-600001.

2.6 No consideration will be given to a Bid received after the time stipulated above and no extension of time will be permitted for submission of Bid.

2.7 The vendor will submit his Bid after carefully examining the document/conditions and the items covered under the tender.

2.8 Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.

2.9 All prices quoted in Financial bid should be „Local Delivery on Site“ inclusive of all taxes, duties, levies, VAT, transport, Entry Tax, Octroi, Transit Insurance, loading / unloading, installation charges etc.

2.10 During the validity period of tender quotes, any upward change in the exchange Rate / excise duty and customs duty are to be borne by the vendor. In the event of any downward revision of levies/duties etc., the same should be passed on to Office of the Commissioner of Customs, notwithstanding what has been stated in the Bid or in the Letter of Intent etc.

2.11 No price escalation adjustment or any other escalation will be payable.

2.12 The vendor should arrange for requisite road permit wherever applicable. Office of the Commissioner of Customs will Place orders on vendor's Chennai Office.

2.13 Canvassing in any form in connection with Bids is strictly prohibited and Bids submitted by vendors who resort to such practices are liable to be rejected.

2.14 ELIGIBILITY CRITERIA

Criteria

A. Experience of having successfully executed similar value order for product bided during last 3 years ending on 31.3.2011 at either of the following:

Three similar completed works costing not less than Rs.2.00 lakhs each.

Two similar completed works costing not less than Rs.3.00 lakhs each.

One similar completed work costing not less than Rs.5.00 lakhs each.

B. Average annual Turnover during last three years is above Rs.15.00 lakhs.

ACCEPTED THE ABOVE CONDITIONS

SIGNATURE OF THE VENDOR WITH SEAL

3. CONDITIONS GOVERNING THE TENDER:

Signature: The authorized person(s) should sign the Tender Document and related Annexures only. A copy of the letter issued by competent authority authorizing the person(s) to sign on behalf of the company should be enclosed.

4. Delivery:

4.1 The fixtures should be delivered within 30 days, from the date of placing the

Purchase order. No Advance Payment will be released along with purchase order.

4.2 Office of the Commissioner of Customs reserves the full right to take any action as it deems fit in case the vendor does not make delivery by the stipulated delivery dates including forfeiture of Security Deposit held with Office of the Commissioner of Customs

5. **Quantities liable to vary:** The quantities are liable to alteration. It should be clearly understood that the contract is not a lump-sum contract. Payment shall be regulated on the actual quantities of supply made at the accepted rates.

6. **Vendor not to make any alteration in document:** No alterations, which are made, by the vendor in the specifications or probable quantities accompanying this notice shall be recognized, and if any such alterations are made, the Bid shall be invalid. Any Bid, which purports to alter, vary or omit any of the conditions herein, is liable to be rejected.

7. Vendor to gather all information for/bear cost for submitting Bids:

7.1. The vendor must obtain for himself on his own responsibility and at his own expenses all the information necessary including risks, contingencies and other circumstances to enable him to prepare a proper Bid and to enter into a contract with Office of the Commissioner of Customs.

7.2. The vendor should also bear all the expenses in connection with the preparation and submission of his Bid.

7.3. The vendor whose Bid is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.

8. Rates should be complete, adequate and cover all taxes, contingent costs including insurance. The Bid must be complete in itself, properly worked out to cover all the vendor's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the vendor's costs, overheads and profits etc, completely for the individual items of work including cost for all necessary materials and labour, taxes, excise or any other such tax or duty levied by Govt., Central or State or Local Authority as on the date of submitting Bids, if and as applicable, insurance against loss or damage by fire, theft or other usual risks during transit, and till the work is completed at site and handed over to the Office of the Commissioner of Customs in all respects according to the true meaning and intent of the contract.

9. **Quoted rates not subject to escalation:** The rates should not be subject to any escalation in prices of components, basic material, exchange rate, taxes, duties, freight and the like, labour rates, etc.

10. The rate should be firm for a period of six months from the date of submission of bids.

11. Rights of Office of the Commissioner of Customs

11.1. Office of the Commissioner of Customs does not bind itself to accept the lowest quote and reserves the right to reject any or all the quotes received, without assigning any reason therefor.

11.2. While placing the Purchase Order, Office of the Commissioner of Customs further reserves the right to delete or reduce any item without assigning any reason therefor.

12. Assigning Work: The work or any part of it should not be transferred, assigned or sub-let without the written consent of Office of the Commissioner of Customs.

13. Other agencies at work: The vendor shall be required to co-operate and work in coordination with and afford reasonable facilities for such other agencies/specialists as are / may be employed by Office of the Commissioner of Customs on other works / sub-works in connection with the project/scheme of which this work forms part and in this connection it shall be deemed that the vendor has prior to submitting the Bid inspected the premises and taken all circumstances into consideration.

14. Acceptance Testing:

14.1 Inspection/Acceptance test shall be carried out to the satisfaction of Office of the Commissioner of Customs.

14.2 The Inspection/Acceptance Test shall be conducted by Office of the Commissioner of Customs officials to their satisfaction. The vendor shall provide/extend necessary assistance to the officials in the conduct of the acceptance tests/inspection.

15. It is to be clearly understood that items shipped from factory, will be got cleared from any Check post by the vendor himself.

16. PAYMENT TERMS:

16.1 No payment will be made in advance. Payment will be made only after satisfactory, supplying, installing and commissioning of the air conditioners.

16.2 The vendor should submit the bills to the Additional Commissioner (Preventive). The payments will be processed and Payment will be made.

16.3 **DOCUMENTS TO BE ENCLOSED:** Invoice(s) reflecting taxes and duties, delivery challan duly acknowledged by the consignee, packing slip, Installation Report covering all the items supplied and duly signed by the department evidencing satisfactory installation of the items supplied etc, **all in duplicate**. The Invoice and Delivery Challans should indicate the list of items. **A copy of the relative Purchase Order should also to be submitted along with your claim.**

17. **Transfer of Ownership:** Transfer of ownership of the property shall be effective as soon as the fixtures are delivered, checked, tested and accepted by the Office of the Commissioner of Customs.

18. **Insurance:** Vendor shall arrange for suitable transit insurance cover at no extra cost to Office of the Commissioner of Customs which will cover the period till the material is delivered as mentioned above in point no 8.

19. Warranty:

19.1. The vendor/supplier shall warrant that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials.

19.2. All the items supplied under this tender should carry one year unconditional onsite comprehensive warranty.

19.3. Within the period of warranty/maintenance cover, this Directorate shall have the right to shift the Fixtures to an alternate site of its choice, if required

20. **Subcontracting /Assignment:** The vendor shall not, without the prior written consent of Office of the Commissioner of Customs sub-contract or permit anyone other than the vendor's own personnel to perform any of the work, services or other performance required of the vendor.

21. All disputes and differences of any kind whatsoever arising out of or in connection with this purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement; each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of the Indian Arbitration Act.

22. Force Majeure

22.1 Notwithstanding the provisions mention in the document, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

22.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the Office of the Commissioner of Customs either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

22.3 If a Force Majeure situation arises, the supplier shall promptly notify the Office of the Commissioner of Customs in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by CCIC in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

TECHNICAL BID

SL.NO.	PARTICULARS	
1.	Name of the firm	
2.	Address of the firm	
3.	Contact Person	
4.	Telephone Number Office	OFFICE
		SHOP
		RESI.
		MOBILE
		FAX NO.
5.	Number of years of experience in the trade	
6.	Turnover (Rs. In lacs) Average annual Turnover during last three years is above Rs.10.00	2008-09 _____ 2009-10 _____ 2010-11 _____
7.	For supply, installation and commissioning of air conditioners (Nos. Costing)	2008-09 2009-10 2010-11
	(i) upto 2.00 lacs	
	(ii) Rs.2.00 to 3.00 lacs	
	(iii) Rs.3.00 to 5.00 lacs	
	(Attached proof of work completion certificate)	
8.	TIN NO.	
9.	PAN NO.	
10.	SERVICE TAX NO.	

FINANCIAL BID

Sl. No.	Description of Air Conditioner	Tonnage	Qty	Price (inclusive all taxes, other charges) per pcs	Total Price Rs.
1.	Window Air Conditioner for Group-1	1.5	1		
2.	Window Air Conditioner for HAC	1.5	2		
3.	Window Air Conditioner for A.O. (Assessment)	1.5	8		
4.	Window Air Conditioner for CAU	1.5	1		
5.	Window Air Conditioner for A.C. (Imports)	1.5	1		
6.	Window Air Conditioner for Preventive General	1.5	2		
7.	Window Air Conditioner for Hindi Cell	1.5	2		
8.	Split Air Conditioner for Control Room and Section	2	3		
9.	Window Air Conditioner for AC Appraising Main	1.5	1		
10.	Window Air Conditioner for GROUP 5	1.5	2		
11.	Window Air Conditioner for PCA UNIT	1.5	4		
12.	Co-ordination Cell	1.5	1		
	TOTAL		28		

Supply, Installation, Testing and Commissioning Air Conditioning units, each comprising of an outdoor and a single unit as per the specifications. Outdoor unit shall consist of hermetically sealed / semi-hermetic scroll/Rotary/Twin rotary compressors, condenser with fan. Indoor unit shall consist of fan section with dynamically balanced centrifugal fans unit and temperature control systems and remote control. The quoted price shall be inclusive of full charge of refrigerant gas, wire, stabilizer/s vibration pads arrangement, drain and stand for outdoor units for the machines. The bidder shall visit the site before quoting and assess the actual requirement of all the items.

Date:

Signature & Seal