

TENDER NOTICE No.27/2014

**CUSTOMS LABORATORY
JAWAHARLAL NEHRU CUSTOM HOUSE
NHAVA-SHEVA
TAL-URN ,DIST-RAIGAD
MAHARASTRA- 400 707**

F.No. JNCH/JD / Tender –lab /14-15

Date 07.11.14

TENDER NOTICE No. 27 /2014

TENDER NOTICE No. 2/ 12-13. PURCHASE –lab / 14-15 Dt 7.11.14

NOTICE FOR INVITING QUOTATION FOR PURCHASE OF ON LINE UPS.

Sealed quotations are invited for and on behalf of the Commissioner of Customs (Import), JNCH ,Nhava Sheva ,Uran from registered /Authorized firms for supply of the equipment for the laboratory as per Annexure –A .The rates quoted should be inclusive of all taxes .The materials should be delivered at our door without any transportation charges payable. The warranty period should be specified in respect of the equipment.The tender document is available on www.cbec.gov.in www.jawaharcustoms.gov.in & www.eprocure.gov.in

Tender should be placed in two separate sealed covers in two bid system duly superscribed i.e. Technical bid and Commercial bid, with the name of the Equipment written on the envelope will be received by Smt Rita Saxena Chemical Examiner Gr –I ,JNCH laboratory ,Nhava Sheva . Please submit the check list provided in Annexure B.

The quotations shall be opened on 19.11.14 the vendors wish to attend the opening of quotations may present themselves in this office on the said date and time. The tender document will be available on office web site :

Closing date & Time for receipt of tender 17.11.14 at 5 .00 PM .Tender opening date & time 19.11.14 at 3.00 pm

Tender quantity ,EMD & general conditions in Annexure A ,Tender form as prescribed in Annexure B. Performa for EMD in annexure C . Performa for performance security deposit at Annexure D . Technical specifications in Annexure E.

**Sd/-07.11.2014
(Smt Rita Saxena)
Chemical examiner Gr –I
For and on behalf of the Commissioner of Customs (Import)**

ANEXURE A
Terms & conditions for limited tender for the purchase of instrument.

General.

The tender for the following instrument valid for 90 days from the opening date of the tender, for the supply, Installation at JNCH laboratory ,Nhava sheva , Uran 4007707 is invited:-

LIST OF INSTRUMENTS TO BE PURCHASED

S.No	Name of the instruments	Qty required	EMD(in Rs.)
1.	ON LINE UPS 7-8 KVA	01(one)	Rs 4000.00

The quotation for the supply should be in firm's letter head addressed to Smt. Rita Saxena, chemical examiner Gr –I,JNCH laboratory ,Nhava Sheva ,Uran -400707 be sent in properly sealed cover ,duly super scribed with 1.Quotation for (Name of the Item) 2. Quotation No. 3. Due date of opening

The tender should be valid for 90 days from the opening of tender.

Only the specialized and reputed firms who had supplied the quoted instrument in India in past three years and have the back ground for supplying similar equipment are eligible to participate in the tender and hence a certificate to this effect with documentary proof should be enclosed by the tenderers along with duly signed tender form.

Envelope containing tender should be in a sealed cover super scribed with tender for type 1 water system Tender No. & Due date of opening.

The Quotations should be in two forms:

- 1.Technical Bid Consisting of technical details
- 2.Financial Bid ,Indicating price of the item in Indian rupees.

The technical bid and financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

The customs laboratory reserves it's right to reject any or all of the quotations.

The quotation should be accompanied with detailed literature ,specification ,drawings ,references and whatever deemed necessary to make the offer self explanatory and complete.

The price quoted should be for Custom House laboratory ,JNCH custom House , Nhava Sheva ,Uran -400707 and should be inclusive of all other charges such as forwarding ,packing ,fright ,insurance, importation ,customs clearance, local taxes ,octroi ,VAT, ,Service tax etc. with detailed breakup.

Any loss or damage to the equipment due to under handling ,transportation till such time equipment is installed at the site shall be the responsibility of the firm.

The quotations received after the specified dates will not be considered.

Commercial bid of such of the firms shall be opened who are technically qualified.

2.Earnest Money Deposit :

A. The quotation should be accompanied with earnest money deposit (EMD) for Rs 4000.00 (Rupees Four hundred only) in the form of Demand draft from scheduled Indian national bank in favour of “ RBI A/C Commissioner of Customs, JNCH ” Payable at Nhava Sheva ,Mumbai valid for a period of at least two months from the date of opening of the quotation.

B.EMD shall be enclosed with envelope marked as technical bid

B. The EMD of the Un successful bidder shall be refunded after necessary formalities.

C. The EMD of the successful bidder shall be refunded after satisfactory installation and commissioning.

D. The Firms registered with DGS&D /NSIC units are exempted from depositing required EMD. They should however furnish their documentary evidence for the same.

E. Indian Agents quoting on behalf of their foreign principals must be enlisted with DGS&D .However such enlistment is not equivalent to registration of suppliers as mentioned in 2 (D) above.

In case any tenderer participating in this tender submits false information the tender submitted by such tenderer shall be rejected and EMD submitted by the tenderer will be forfeited.

Guarantee /Warranty /AMC

A. The guaranty /warranty should be for a period of at least one year.

B. The guaranty /warranty period should invariably be specified in the quotation ,defect if any should be properly attended to by the supplier ,when brought to his notice during the guarantee /warranty period.

C. Guarantee /Warranty of the instrument for all practical purposes shall commence from the date of successful installation &commissioning of the equipment.

Payment :

A. Payment in full will be made after successful installation &commissioning of the equipment.

B. The bill in quadruplicate duly signed and pre receipted and revenue stamped should be sent to the office along with the supply of the material.

Demonstration & Training :

A. The engineer of the bidder shall demonstrate and train the official of the JNCH Laboratory, Nhava Sheva, on all practical aspects Viz Operation, ,trouble shooting, etc of the equipment.

Availability of spares :

A.The firm shall provide a part catalogue covering complete range of spares /components for instrument with current price list for future requirement.

Dispute Settlement : The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & courts at Mumbai.

Instruction manual : The firm should submit instruction manual complete in all respects to JNCH laboratory, Nhava Sheva ,along with the equipment.

**ANNEXURE – B
TENDER FORM**

TENDERER'S NAME :

ADDRESS :

TELEPHONE NO :

FAX NO :

CODES USED :

(Full name and address of the tenderer should be quoted in all communication to this office).

To
The President of India, acting through
Commissioner of customs (Import)
JNCH laboratory, Nhava Sheva , 400707

Dear Madam ,

I/We hereby offer to execute the work detailed in the schedule as contained in the technical bid hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the schedule as contained in the commercial bid and agree to hold this offer open till ninety days of the opening of the technical bid. I/We shall be bound by a communication of acceptance of tender within the prescribed time, otherwise, the Earnest Money Deposit, submitted by me/us will become forfeited to the President of India. I/We hereby enclose a list of Institutions in India with documentary proof to certify that I/We have supplied the instrument in the past three years and have background for supplying similar equipments.

I/We have understood the instructions to Tenderers and the terms and conditions mentioned in the invitation to Tender and conditions of contract governing contracts placed by the

Commissioner of Customs (Import) ,JNCH,Nhava Sheva (On behalf of the President of India) and have thoroughly examined the specifications quoted in the tender form, hereto. I/We am/are fully aware of the nature of the work required to be carried out and my/our offer is to execute the work required strictly in accordance with the requirements of the terms and conditions stipulated.

Should this tender be accepted, in whole or in part, I/We hereby agree :-

(i) To abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and/or in default thereof forfeit the Earnest money amounting to _____ in the form of /Fixed Deposits Receipt//Bank Guarantee as per Annexure “C”. Earnest Money Deposit of _____is hereby forwarded in favour of “ RBI A/C Commissioner of Customs, JNCH ” valid for a period of at least 135 days from the date of opening of the tender (i.e. Technical Bid). If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Commissioner of Customs (Import),JNCH, Nhava Sheva or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely on behalf of the President of India.

(ii) To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum of 50% in the case of all items of the schedule of Quantities at the rate quoted in the tender documents.

The following pages have been added to and form part of the tender.

Technical bid

Commercial bid

Yours faithfully,
Signature of tenderer
Name :
Address :

Signature of witness
Name :-
Address:-

ANNEXURE C

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

(herein called the „tenderer “)
has submitted their offer date _____ For the supply of _____
_____ (herein called the “Tender”)
_____ against the purchaser’s tender enquiry
No. _____KNOW ALL MEN by these

presents the WE _____ of _____
_____ having our registered office at _____
_____ are bound unto _____

(herein called the Purchaser")

_____ in the sum of _____
_____ for which payment will and truly to be made to the said Purchaser, the Bank binds
itself, its successors and assigns by these presents. Sealed with the Common Seal of the said
Bank this _____ day of _____ 20_____
_____.

THE CONDITIONS OF THIS OBLIGATION ARE:-

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchase during the period of its validity:-
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuse to accept/execute the contract.
 - (c) This Guarantee shall not be discharged by any change in our constitution or that of the Tenderer.
 - (d) The Bank confirm that this Guarantee has been issued with observance of appropriate laws of the country of issue.
 - (e) The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts at _____, India.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchase having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized office of the Bank)

Name and Designation of the Officer

Seal, Name & Address of the Bank and address of the Branch.

ANNEXURE D
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The President of India,

WHEREAS

(name and address of the supplier) (herein called the “supplier”) had undertaken in pursuance of contract

No. To

supply (description of goods and services)(herein called the “contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

.....
.....(amount of the guarantee in words and figure),

and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or any of the contract documents which may be made between you and the supplier shall in any way release us from and liability this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall not be discharged by any change in our constitution or that of the Tenderer; The Bank confirm that this Guarantee has been issued with observance of appropriate laws of the country of issue;

The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts at

....., India.

This guarantee shall be valid until theDay of

.....20.....

(Signature of the authorized office of the Bank)

Name and Designation of the Officer

Seal, Name & Address of the Bank and address of the

ANNEXURE E

TECHNICAL SPECIFICATION :

S.No	Item Specification	Offered Specification with make & model no. .Please specify any deviation if any. Please
1	<p>On Line UPS</p> <ol style="list-style-type: none">1.Capacity : 7-8 KVA2. Back up : 1 hour3. Battery bank & Rack4. Installation from mains to be included <p>Item Description :</p> <p>This UPS should supply power back up for one hour to a HPLC system with auto sampler</p>	

NOTE : Parties Must mention make & model no. of the equipment offered by them with detailed specification (on separate sheet) other wise tender will not be accepted.