

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS CUSTOM HOUSE LABORATORY, 5th FLOOR CUSTOM HOUSE, PORT AREA VISAKHAPATNAM – 530 035.

Tel/Fax: 0891-2562900 e-mail : chemical examiner@yahoo.com

Dated: 04.01.2016.

F.NO. 12/Inst/Bomb Cal /Lab/2016.

NOTICE INVITING TENDER

Sealed quotations in two separate parts namely (I) Technical Bid and (II) Financial Bid are invited for and on behalf of the Principal Commissioner of Customs, Visakhapatnam for the supply and installation of the "Automatic Bomb Calorimeter" (one unit) as per the specification in "Annexure-E" to the Custom House Laboratory, Visakhapatnam, from the Manufacturers/Authorized suppliers.

Tender Document can be collected from:

<u>Chemical Examiner Gr –I, Custom House Laboratory, Custom House, Port Area, Visakhapatnam on office working hours.</u>

The tender document is also available on www.eprocure.gov.in, www.cbec.gov.in.

1. Details of Bid:

a) Bid Reference : F.NO. 12/Inst/Bomb Cal /Lab/2016. Date: 04.01.2016.

b) Last date & time of receipt of bid : 01.02. 2016, 17.00 HRS

c) Opening of Technical bids : 02.02. 2016, 11:00 Hrs.
d) Opening of Financial Bids : 04.02. 2016, 11:00 Hrs.

f) Cost of Tender Documents : Free of Cost

g) Pro formance Bank Guarantee : 10 % of the contract (After awarding Contract)

 Tender should be placed in two separate sealed covers in two bid system duly super scribed i.e. **Technical bid** and **Financial bid**, with the name of the Instrument, written on the envelope.

• The rates quoted should be inclusive of all taxes.

- The warranty period should be specified in respect of each instrument.
- The check list should be provided.
- The vendors wish to attend the opening of tenders may present themselves in this office on the said date and time.
- Terms & conditions, EMD as mentioned in Annexure A
- Tender form as prescribed in **Annexure B**
- Pro forma for EMD in <u>Annexure C</u>
- Pro forma for Performance security deposit in **Annexure D**
- Technical specifications and Requirement in <u>Annexure E</u>
- Pro forma for RTGS/E-payment Mandate Form in <u>Annexure F</u>
- Pro forma for Submitting the Financial Bid in **Annexure G**
- Pro forma for Submitting COMPLIANCE statement of <u>TERMS & CONDITIONS</u> to be submitted along with Technical bid <u>Annexure H</u>
- Pro forma for Submitting COMPLIANCE statement of <u>TECHNICAL SPECIFICATION</u> to be submitted along with Technical bid <u>Annexure I</u>
- The Tenders shall be addressed to:
 Dr. M. Mistry, Chemical Examiner Gr -I, Custom House Laboratory, Custom House, Port Area, Visakhapatnam- 530035.

2. Bidding Procedure:

- **a)** Bids are invited in two Bid systems, **(1) Technical and (2) Financial**, which shall be sealed separately and enclosed in a single sealed envelope.
- **b)** The Technical Bids of all the bidders will be opened on pre scheduled date, time & venue. If the Bid opening could not be held on pre scheduled date, time, then all bidders/ applicants will be informed individually about the rescheduled date & time.
- **c)** The Financial Bids of only successful Technical Bidders will be opened later and technically successful bidders will be opened on pre scheduled date, time.
- **d)** Sealed Bids shall be received, not later than <u>01.02.2016</u>, <u>17.00 HRS</u>. No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- **e)** All relevant rules and regulations of Government of India will be final and applicable & binding on all bidders.
- **f)** the successful bidder may have to submit a "Performance Guarantee" for the successful operation of the instruments throughout the contract period.

3. Period of validity of bid:

The bid shall remain valid for 90 days after the date of bid opening. The acceptance of the tender rests with Principal Commissioner of Customs, Visakhapatnam who will be the final authority and his decision should be final and reserves the right to reject any or all of the bids so received at their absolute discretion without assigning any reasons what so ever.

4. Submission of Bids:

- **a)** The first envelope shall be super scribed with the name of work and the words "**Technical Bid**" in capital letters. The first envelope shall be opened on the date of opening of tender. The bidder should specifically provide full technical details of the service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the Bid. The Bid Security shall be enclosed with the envelope marked "**Technical Bid**"
- **b)** The second envelope shall be super scribed with the name of work and the words "**Financial Bid"** in capital letters.
- c) Financial Bid, Indicating price of the item in "Indian rupees" only.

It shall contain full details of the price & commercial conditions.

- **d)** Any deviation of any sort e.g. Technical or Financial or terms and conditions shall be specifically indicated in the Technical & Financial Bids itself.
- **e)** All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.

5. Opening of Bids:

- **a)** The Department (hereinafter referred as "Purchaser") will open the Technical bids on prescheduled time, date and venue in the presence of the bidders' representatives who choose to attend.
- b) The bidders' representatives, who will be present, shall sign in the designated register evidencing their attendance. The Financial Bids will be opened those are found technically qualified.
- **6. AMC :** AMC for **3** consecutive years <u>after expiry of 3 year warranty period</u> has to be quoted along with the Financial Bid.

The price list for the required spares and consumables for the AMC period should be enclosed.

7. Taxes and Duties:

The successful bidder (Hereinafter referred as "Supplier") shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the Purchaser.

8. Payment:

Payment in full will be made after successful installation & commissioning of the equipment. The bill in triplicate duly signed and pre receipted and revenue stamped should be sent to the office along with the supply of the material.

Sd/-Chemical Examiner Gr -I For and on behalf of the Principal Commissioner of Customs

Terms & conditions

The tenders, for the above items to supply & Installation at Custom House Laboratory, Visakhapatnam are invited.

1. General

a) Only reputed firms who had supplied the quoted equipment 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 bidders along with duly signed tender form.

b) Envelope containing t	ender should be in a seale	ed cover <u>super scribed</u> with
Tender for	Tender No	Due date of
opening		

The Quotations should be in two forms:

- i. Technical Bid Consisting of technical details
- ii. Financial Bid, Indicating price of the item in "Indian rupees" only.
- **c)** The quotation should be accompanied with detailed literature, specification, drawings, references and whatever deemed necessary to make the offer self explanatory and complete.
- **d)** The price quoted should inclusive of all other charges such as forwarding packing fright, insurance, importation ,customs clearance, local taxes, Octori VAT, Service tax etc. with detailed break up.
- **e)** 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.
- **f)** The quotations received after the specified dates will not be considered.
- **g)** Commercial bid of such of the firms shall be opened who are technically qualified.

2. Earnest Money Deposit: Rs. 50,000/-(Rupees Fifty thousand only)

The quotation should be accompanied with earnest money deposit (EMD) BANK GUARANTEE_as mentioned in **ANNEXURE-C OR** in the form of Demand draft from scheduled Indian national bank in favour of "The Principal Commissioner of Customs, Visakhapatnam" valid for a period of at least two months from the date of opening of the quotation.

EMD shall be enclosed with envelope marked as technical bid. The EMD of the Unsuccessful bidder shall be refunded after necessary formalities. The EMD of the successful bidder shall be refunded after satisfactory installation and commissioning. The Firms registered with DGS&D /NSIC units are exempted from depositing required EMD.

3. Performance Security deposit: The successful bidder awarded with work shall furnish security deposit amounting of 10 % of total contract value from any commercial bank in the form of fixed deposit receipt / Bank guarantee as per ANNEXURE-D. The deposit be furnished by 21 days after notification of the award, Validity of the deposit be for 60 days beyond the date of completion of all contractual obligation of the supplier including warranty / defect obligations. This deposit shall be forfeited in the event of any breach of contract by the supplier. This deposit shall be refunded to the supplier after it duly performs and completes the contract in all respect.

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

4. Eligibility / Qualification Criteria:

- **a)** The bidder shall have 3 years' experience in supply and service of the respective instruments. The bidder shall have to provide services at Visakhapatnam.
- **b)** The Bidder **should not be in the black list** of any Govt./Semi-Govt./PSU. An undertaking to that extent may be furnished.
- **c)** All bidders must enclose VAT registration / service tax registration certificate along with the tender documents.
- d) Tender should submit the copies of recent 5 purchase orders of similar instrument preferably in Govt/PSU's. The bidder shall have to provide services at Visakhapatnam.

5. Guarantee / Warranty :

The guaranty /warranty period should invariably be specified in the quotation. Defect if any should be properly attended and required spare parts replaced at free of cost by the supplier, when brought to his notice during the guarantee /warranty period. Guarantee/Warranty of the equipment for all practical purposes shall commence from the date of successful installation &commissioning of the equipment.

6.Demonstration & Training:

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

7. Availability of spares & Spares (Essential):

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

1000 sample, including consumables shall be indicated in the technical bid separately. Supplier shall also provide recommended list of critical spares and test equipment. The item wise cost of the Comprehensive list of spares shall be enclosed in the price bid.

8. Long term availability of spares:

The bidder shall provide a part catalogue covering complete range of spares/components for Instrument with current price list for future requirement. The confirmation of having enclosed price list of spares is to be made in TECHNICAL BID. The price list of spares is to be enclosed with FINANCIAL BID.

- <u>9. Instruction manual:</u> The firm should submit instruction manual along with the equipment.
- **10. Dispute Settlement:** The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & Courts at Visakhapatnam.

TENDER FORM

BIDDER"S NAME:
ADDRESS:
TELEPHONE NO:
FAX NO:
CODES USED: (Full name and address of the Bidder should be quoted in all communication to this office).
To The President of India, acting through The Principal Commissioner of Customs, Custom House, Port Area, Visakhapatnam.
Dear Sir,
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 bidders and the terms and conditions mentioned in the invitation to Tender and conditions of contract governing contracts placed by the Principal Commissioner of Customs, Visakhapatnam (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 fulfil 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 Principal Commissioner of Customs, Visakhapatnam" 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 Principal Commissioner of Customs 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.

President of India.	
The following pages have been added to and form part of the technical bid	tender.
Commercial bid	
Yours faithfully,	Ci matura of
Signature of Bidder	Signature of witness
Name:	Name :-
Address:	Address:-

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas	(herein called the "Bidder") has submitted their offer date
for the supply of	(herein called the "Bidder")
	against the purchaser's tender
	KNOW ALL MEN by these presents the WE
	atare bound unto
(herein called	the Purchaser")in the sum ofin
fo	r which payment will and truly to be made to the said Purchaser, the Bank
binds itself, its successors are thisDay of	nd assigns by these presents. Sealed with the Common Seal of the said Bank
THE CONDITIONS OF THIS	OBLIGATION ARE:
(1) If the Bidder withdraws of period of validity of this tend	or amends, impairs or derogates from the tender in any respect within the ler.
(2) If the Bidder having been period of its validity:-	n notified of the acceptance of his tender by the Purchase during the
(a) If the Bidder fails to furn contract.	nish the Performance Security for the due Performance of the
(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 Bidder.
(d) The Bank confirm that the	his Guarantee has been issued with observance of appropriate laws of
the country of issue.	
	to the exclusive jurisdiction of Indian Courts at, India.
We undertake to pay the Pu	rchaser up to the above amount upon receipt of its first written demand,
without the Purchase having	g to substantiate its demand, provided that in its demand the Purchaser
	laimed by it is due to it owing to the occurrence of one or both the two curred condition or conditions.
This guarantee will remain i	n force up to including 45 days after the period of tender validity and any
demand in respect thereof sh	nould reach the Bank not later than the above date.
(Signature of the authorized	office of the Bank)
Name and Designation of the	
Seal. Name & Address of the	Bank and address of the Branch.

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 NoTo 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 $\frac{1}{2}$
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 Bidder;
The Bank confirms 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 atIndia.
This guarantee shall be valid until theDay of20
(Signature of the authorized office of the Bank)
Name and Designation of the Officer
Seal, Name & and address. Address of the Bank.

TECHNICAL SPECIFICATIONS for Automatic Bomb Calorimeter - ONE UNIT.

- 1. **Automatic Bomb Calorimeter**: Micro processor (computer) controlled true Isoperibol system for Gross Calorific Value determination of Coal, Coke, Fuel oil and other carbonaceous material in compliance with national & International standard methods such as ASTM, ISO, BS, Din, BIS, etc.
- 2. Calorimeter measurement range : Lower limit : 1000 K.cal/Kg , Upper limit : 15000 K.cal/Kg for 0.5 gr sample.
- 3. Precision : $\leq 0.05 \%$ RSD, or better as per the standard.
- 4. Temperature resolution: 0.0001 °C.
- 5. Number of samples per Hour = 6 or more.
- 6. Testing Time should not be more than 8 minutes.
- 7. Correction Facilities: Should have provision for automatic correction and operator selectable option for acid, nitrogen, fuse wire, Sulphur, moisture, spiking, Ash and hydrogen.
- 8. The calorimetric bomb should be highly resistant to corrosion and halogens. Certificate of safety of bomb under high pressure should be provided.
- 9. Bomb cleaning unit should be provided with the instrument.
- 10. One extra bomb with same specification must be supplied with the instrument.
- 11. System must be operated with PC (should be supplied along with Instrument) with compatible software for real time temperature method storage and graphic display. It should have facility to interface with balance, Computer and Printer.
 - PC/Printer: Dell Intel Core i5- Processor, 20"HD LED monitor, 4GB RAM, 500 GB HD and HP Laser Jet Colour Printer.
- 12. System should have/should be supplied with integral/close loop water handling system, which has automatic measuring. Automatic combustion gas filling with regulator and pressure gauges, Automatic oxygen filling, Automatic water level measurement is required. Automatic data transfer, fully automatic calculation. Window compatible user friendly software. The instrument must measure the temperature of the inner jacket and the instrument proper to accurately correlate both values.
- 13. Calibration /Standardization: The equipment shall be calibrated with pure Benzoic acid. Standard benzoic acid, Coal & coke standards should be in adequate quantity (minimum 100 capsules) to be supplied by the tenderer.

- 14. Sample Preparation and Maintenance Accessories like Pellet press, Calorific standards, Fuel Capsules, Fuse wire and ignition thread, volatile matter crucibles, sealing tape, gelatine capsules and Analysis kit required for 1000 sample, should be provided with the basic system.
- 15. Printer connection should be through computer and balance connection should be through serial port.
- 16. The warranty should be for <u>three year</u> at least from the date of installation of the system.
- 17. Installation and Commissioning: The vendor is required to install and commission the unit at our Laboratory.

Annexure F

RTGS/E-payment Mandate Form

1. Name of the Supplier :
2. Permanent Account No (PAN):
3. Email id of the Supplier:
4. Particulars of Bank Account
a) Name of the Bank :
b) Name of the Branch:
c) Branch Code:
d) Address:
e) City Name:
f) Telephone No:
g) NEFT/IFSC Code:
h) RTGS Code:
i) 9 Digit MICR Code appearing on the cheque book
j) Type of Account :
k) Account No.:
4 Email id of the Supplier:

Note: Please attach original cancelled cheque along with the RTGS/National Electronic Fund Transfer (NEFT) Mandate Form.

Annexure G

On the Letter Head of the Bidder. FORMAT FOR SUBMITTING THE FINANCIAL BID

Tender No:

Sl.No	Name of the Item	Basic	Taxes,	Discount	Net Price	Remarks
		price	etc	if any		if any
I						
				TOTAL		
II	AMC for 3 Years					
	after warranty period.					
III	Price List for the Spares & Consumables in the AMC period.					

Signature:
Name of the Authorized signatory:
Designation:
Office Seal:

Annexure H

FORMAT FOR COMPLIANCE OF TERMS & CONDITIONS

Tender No	Due Date:
NOTE:	

- 1. Quotation may not be considered without submission of this format.
- **2.** If a particular question is not at all applicable, please write NA in compliance part in Col. No. 3 below.

S.NO	Terms & condition of Tender document	Whether acceptable say 'Yes' or "No'	Deviation from tender terms, if any, with reasons For Noncompliance or Better or alternative condition quoted for
1	2	3	4
1.	Whether quotation is direct from Principal supplier/Manufacturer or their own office in India (please specify) Whether quotation is being submitted by Indian Agent.		
2.	Whether the Techno-commercial and price bids have been kept in separate envelopes duly marked with "Technical Bid" and "Financial Bid" respectively. Whether the Tender No., Due date & Opening dates have been written outside all the envelopes		
3.	Whether the "Technical Bid" contains technical literature/ leaflets, detailed specifications & commercial terms & conditions.		
4.	a. Whether prices are quoted for until delivery of the Contracted Goods & services to the Purchaser. b. Whether specific amounts or percentage of expenses like packing, forwarding, handling, insurance, documentation, installation, commissioning charges, Excise duty, Custom duty etc. have been separately Mentioned in quotation.		

5.	Whether copies of last Five purchase orders	
	of the same item from other customers have	
	been attached with the quotation.	
6.	Have you gone through the specification	
	Clause & complied with the same.	
7.	Whether the same Make/ Brand, Model	
	number and name of Manufacturer, same	
	has been mentioned in the quotation and	
	Printed technical literature/leaflets of	
	quoted items have been submitted	
8.	Whether compliance statement of	
	specifications has been attached with the	
	quotation	
9.	Whether the delivery period for supply	
	of the items has been mentioned	
10.	Do you agree about the date of	
	commencement of warranty period.	
11.	a. Will you install/commission and	
	demonstrate the equipment at our	
	lab. FREE OF COST.	
	b. Will you able to supply and install it	
	within a month.	
10		
12.	Have you mentioned about the after Sales	
	services. Whether your service engineer is available	
	at Visakhapatnam.	
13.	Have you mentioned the validity period of	
	the quotation as per our requirements	
14.	Whether the pages have been numbered?	
15.	Whether quotation has been signed and	
	designation & name of signatory	
	mentioned.	
16.	Whether you have read all the instructions	
	carefully and have complied with the instructions accordingly?	
	instructions accordingly?	
17.	Have you mentioned the prices for AMC,	
	spares and cosumables.	
Signatu	re of the authorized signatory	

	designation & name of signatory mentioned.	
16.	Whether you have read all the instructions carefully and have complied with the instructions accordingly?	
17.	Have you mentioned the prices for AMC, spares and cosumables.	
J	re of the authorized signatory	
Design	ation	
Date Se	eal of the Bidder	

COMPLIANCE SHEET FOR TECHNICAL SPECIFICATION

S. No.	Technical Specifications Compliance	Yes/No
1.	Working Principle- Iso-Peribol	
2.	Fully automatic Operation	
3.	Automatic oxygen filling	
4.	Automatic water level measurement	
5.	Automatic data transfer	
6.	Fully automatic calculation	
7.	Window compatible user friendly software	
8.	The instrument must measure the temperature of the inner	
	jacket and the instrument proper to accurately correlate both	
	values.	
9.	The calorimetric bomb should be highly resistant to corrosion	
	and halogens. Certificate of safety of bomb under high pressure	
	should be provided	
10.	Instrument should provide temperature resolution of 0.0001 °C.	
11.	Automatic water level measurement	
12.	The instrument must have at least two working modes	
	Precision Mode -Predictive Mode	
13.	Testing Time should not be more than 8 minutes for precision	
	mode and 7 minutes for predictive mode.	
14.	Confirms to methods : Indian and International standards like	
	ASTM, ISO, BS, Din, BIS, etc.	
15.	Analysis kit required for 1000 analysis should be provided with	
	the basic system.	
16.	The PC & printer for the analysis should be supplied with the	
	system.	
17.	Resolution: 0.0001 cal/g	
18.	Reproducibility, Precision mode: RSD ≤ 0.05%.	

19.	Minimum Measurement Range:1000-15000 k cal/ k g	
20.	Number of samples per Hour = 6 or more.	
21.	Testing Time should not be more than 8 minutes	
22.	Standard benzoic acid, Coal & coke standards should be in adequate quantity (minimum 100 capsules) to be supplied by the tenderer.	
23.	Printer connection should be through computer and balance connection should be through serial port.	
24.	The warranty should be for three year at least from the date of installation of the system	
25.	Installation and Commissioning: The vendor is required to install and commission the unit at our Laboratory.	

I have also enclosed all relevant documents in support of my claims, in the following pages.

Signature of Bidder Name:	Designation:	
Organization Name:	Contact No. :	