

CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
MAHATMA GANDHI AVENUE, DURGAPUR 713 209 WEST BENGAL

TENDER DOCUMENT

No. PUR/110/AUDI/04/2017-18

Date: 25.10.2017

Sub	Supply and installation of Slim line / Tower Split type Air-conditioner units with cord less remote system
-----	-------------------------------------------------------------------------------------------------------------------

Deadline for Submission of Bids	16th November 2017 upto 2.30 pm IST
Date and Time for opening of Bids	16th November 2017 at 3.00 pm IST
Venue for opening of Bids	Stores & Purchase Division, CSIR-CMERI, Durgapur
Contact Details	e-mail : pur@cmeri.res.in Telephone : 0343-6510 332 / 0343-6510 333
Bidder requiring any clarification of this Tender Document shall contact CSIR-CMERI in writing at the address given above. CSIR-CMERI will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.	

Dear Sirs,

Director, CSIR-CMERI, Durgapur-713209, invites Sealed Bids for **Supply and installation of Slim line / Tower Split Type Air-conditioner units with cord less remote system** described in detail as below.

Kindly, send your Sealed Bid / Quotation conforming to our terms and conditions mentioned hereunder, so as to reach this office immediately and in any case within **16th November 2017** upto 2.30 pm IST. The Bids / Quotations will be opened on the same day at 3.00 pm IST.

Sl. No.	Detailed Description and Specifications of the Goods & Services	Quantity
	Supply and installation of Slim line / Tower Split Type Air Conditioner units with cord less remote system as per detailed Technical Specification of enclosed Annexure-I	14 Nos. as per enclosed Annexure-I

Important:

- 1. The Bidder is expected to examine all instructions, forms, terms, and specifications set forth in this Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document, in every respect, will be at the Bidder's risk and may result in rejection of its bid.**
- 2. In respect of the quantities of items at Serial Nos. 2,3,4,5&6 of Annexure-I, the actual quantity therein shall be considered at the time of Price Comparison.**
- 3. The OEMs, whose products shall be offered by the bidders, should be in the business of Tower AC for at least 5 years as on the date of opening of bids. Necessary documents in this regard must be mandatorily furnished by the bidders.**
- 4. Terms and Conditions given at Annexure-I shall also be applicable to this Tender Document.**

TERMS AND CONDITIONS

In these Terms and Conditions, the following words and expressions shall have the meaning as have been respectively assigned to them:

Bidder shall mean the entity submitting an offer in response to this Tender Document.

CSIR-CMERI / Purchaser / Institute shall mean CSIR-Central Mechanical Engineering Research Institute, [a constituent unit of the Council of Scientific & Industrial Research] having its office at MG Avenue, Durgapur – 713 209 [West Bengal], India.

Vendor/Supplier shall mean the entity whose bid has been accepted by the Purchaser and a formal Purchase Order has been placed on them.

1. SUBMISSION OF BIDS

- 1.1. The bid / quotation duly signed by the Bidder or any authorized person / persons, is required to be submitted in a sealed envelope and delivered at this Institute on any working day within the deadline stipulated. Bidders shall not be permitted to withdraw / modify / alter their bids after expiry of the deadline.
- 1.2. The sealed envelope is to be properly superscribed with the Tender Document Number and addressed to the Stores & Purchase Officer, CSIR-Central Mechanical Engineering Research Institute, MG Avenue, Durgapur 713 209 [WB]. The Bids shall be opened in presence of Bidder's representatives who choose to be present on the date and time indicated in this Tender Document. The representatives should bring with them proper authorization letters issued by the Bidders with regard to their presence at the time of opening of Bids. In case the last date for receipt of bids / date for opening of bids, happens to be a closed day on account of any unforeseen event, the same shall be received / opened on the next working day at the appointed time. Late / Delayed bids / quotations shall not be opened and shall be returned to the Bidders without opening the envelope.
- 1.3. The acceptance of the quotation will rest with Director, CSIR-CMERI, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotations received, without assigning any reason.
- 1.4. The quotation should be complete in all respects and duly signed. Conditional bids, incomplete and unsigned bids will not be considered at all. Bids received in open condition, by e-mail / fax will be accepted at the risk of the Bidder, provided it is caused to reach us within the deadline for submission of Bids. In case, the bid is sent by e-mail, the Bidder shall ensure that the Tender Document Number is invariably mentioned in the e-mail SUBJECT, failing which, CSIR-CMERI will not be responsible for overlooking the Quotation/Bid.

2. PRICES

2.1. **For Goods manufactured and Supplied from within India:**

Prices shall be offered with the following break-up:

Basic Price /Ex Works	
Packing & Forwarding	
GST at applicable rate	
Freight , Insurance and any other charges incidental to delivery of Goods at CSIR-CMERI, Durgapur	
Charges for Installation, Commissioning and Training if applicable	
Charges for Warranty Support if any	

2.2. For Goods manufactured and Supplied from outside India :

Prices shall be offered with the following break –up:

Ex Works Price [inclusive of packing]	
Inland Freight and Insurance till Airport of Despatch	
Freight And Insurance for transportation of the Goods from Port of Despatch to Port of Destination	
Charges for Installation, Commissioning and Training if applicable	
Charges for warranty support if any	
<i>Note: Delivery Terms such as FOB, FCA, EXW, CIP, CIF etc. shall be governed by the rules prescribed in the latest edition of INCOTERMS issued by the International Chamber of Commerce, Paris.</i>	

- 2.3. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 2.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 2.5. A Price Schedule Form is attached with this Tender Document. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 2.6. Customs Duty for Goods imported for Scientific Purpose, is paid by this Institute at a concessional rate vide Govt. of India Notification no. 51/96-Customs dated 22/07/1996.
- 2.7. CSIR-CMERI is not empowered to issue any Sales Tax Concessional Certificates [FORM C / FORM D]; thus Bidders shall ensure that the normal rate of Sales Tax is quoted wherever applicable.
- 2.8. CSIR-CMERI shall not issue any exemption certificates (CDEC) for materials/commodities that go into production of the quoted item/equipment.
- 2.9. Reference to any brand/make/model in the Tender Document is only indicative in nature. Bidder is free to quote any other product provided such product meets the desired specification/requirement.

3. PAYMENT

3.1. For Supplies made from within India :

- 3.1.1. Payment shall be made within 30 days of completion of installation and commissioning of the goods to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations.

3.2. For Supplies made from outside India :

- 3.2.1. An irrevocable Letter of Credit [L/C] shall be opened in favour of the overseas vendor. In case the L/C is required to be confirmed, confirmation charges shall have to be borne by the vendor. The payment will be released in the following two stages :

Stage I : 90% payment shall be made against presentation of shipping documents as stipulated in the L/C.

Stage II : Balance payment shall be made against presentation of Certificate issued by this Institute [CSIR-CMERI], evidencing that the ordered goods have been installed and commissioned to the complete satisfaction of the User Division of CSIR-CMERI and that all other contractual obligations have been fulfilled by the vendor.

- 3.2.2. All bank charges within India shall be borne by CSIR-CMERI and all bank charges outside India shall be borne by vendor.
- 3.3. Advance Payment: In case Bidder seeks advance payment, a Bank Guarantee [BG] of an equivalent value shall have to be furnished in the prescribed format. The BG shall have to be issued by any Nationalized / Scheduled bank of India and shall remain valid till delivery / commissioning of the equipment. In case, the BG is issued by any foreign bank / overseas bank, the same will have to be counter guaranteed by any Nationalized /Scheduled bank of India.

4. DELIVERY

- 4.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by CSIR-CMERI in the Purchase Order. If, at any time during performance of the Contract / Purchase Order, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify CSIR-CMERI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, CSIR-CMERI shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Purchase Order / Contract.
- 4.2. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause as detailed below, unless an extension of time is agreed upon without the application of penalty clause.

5. LIQUIDATED DAMAGES

- 5.1. If the Supplier fails to deliver the ordered material (s) within the delivery schedule as agreed upon, a sum equivalent to 1 (one) per cent of the delivered price of the delayed goods or unperformed services or Purchase Order value for each week of delay or part thereof until actual delivery or performance, will be deducted from the order value as liquidated damages, subject to a maximum deduction of 10 (ten) per cent of the order value. And, on attainment of maximum, termination of the contract may be considered by CSIR-CMERI.

6. RISK PURCHASE

- 6.1. If the supplier fails to deliver the ordered material(s) within the maximum delivery period specified in the purchase order, CSIR-CMERI may procure such item(s) and in such a manner as deemed appropriate, goods or services similar to those undelivered and the supplier will be liable to the institute for any excess costs for such similar goods or services.

7. INDIAN AGENT

- 7.1. In case an Indian agent is directly submitting a bid on behalf of its Principals, a copy of the Authorisation Certificate issued by the Principals in favour of the Indian agent should be furnished along with a certified copy of the Agency Agreement between the foreign Pincipal and India agent. Both these certificates should be up-to-date and valid.
- 7.2. Agency Commission, if any, payable to the Indian agent will be released within 60 (sixty) days of completion of installation and commissioning of the equipment to the entire satisfaction of the buyer. For determining the value of agency commission, exchange rate of foreign currency prevailing on the date of negotiation of documents, will be taken into consideration.
- 7.3. In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 7.4. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

8. INSTALLATION, COMMISSIONING AND TRAINING

- 8.1. The ordered goods are required to be installed within 30 days of receipt of goods at this Institute. Installation should be carried out only by expert engineers of Supplier / Manufacturer. During the course of installation, necessary training on operation and maintenance of the goods shall be imparted to Institutes, Scientist / Engineers/Technicians.

9. WARRANTY

- 9.1. Comprehensive warranty of 1 (One) year must be provided to be effective from the date of completion of installation and commissioning and final acceptance of the equipment at the user's laboratory / Institute.

10. COUNTRY OF ORIGIN

- 10.1. Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for establishment of L/C, arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted at the time of negotiating the L/Credit, in case payment is made by L/Credit.

11. VALIDITY OF BIDS

- 11.1. The offer should be valid for at least 90 days from the date of opening of Bids/Quotation.

12. LIST OF PURCHASERS

- 12.1. Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

13. EVALUATION OF BIDS

- 13.1. All the bids / tenders/ quotations received will first be scrutinized to see whether the bids / tenders meet the basic requirements as incorporated in the Tender Document. The bids/tenders, which do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- a) The Bid is unsigned.
 - b) The Bidder is not eligible.
 - c) Certified copy of agency agreement between foreign Principal and Indian agent not furnished (In case Indian agent directly bids on behalf of Principal).
 - d) The Bid validity is shorter than the required period.
 - e) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - f) The goods quoted are sub-standard, not meeting the required specification etc.
 - g) Against the requirement (incorporated in the Tender Document), the bidder / tenderer has not quoted for the entire requirement as specified.
 - h) The Bidder / Tenderer has not agreed to some essential condition(s) incorporated in the Tender Document.
 - i) The Bidder has not offered prices in the manner indicated at Clause 2 of this Tender Document.
- 13.2. Prior to the detailed evaluation, CSIR-CMERI will determine the substantial responsiveness of each bid to the Tender Document. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without any deviations, reservations or omissions.
- 13.3. During the course of evaluation, CSIR-CMERI may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

13.4. The bids which are found to be substantially responsive to the terms of this Tender Document shall be evaluated on the basis of final landing cost which shall be arrived as under:
For goods manufactured in India.

- (i) The Price of the goods quoted ex-works including, all taxes already paid.
- (ii) GST at applicable rates, which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning and training charges including incidental services, if any.

For goods manufactured abroad

- (i) The price of the goods, quoted on Ex-Works (duly packed); FCA (named place of delivery abroad), FOB(named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port / place of destination.
- (iii) The agency commission etc., if any.
- (iv) The installation, commissioning and training charges including incidental services, if any.

13.5. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under.

- (i) Towards customs duty and other statutory levies – as per applicable rates.
- (ii) Towards custom clearance, inland transportation etc. – 2% of the CIF / CIP value.

13.6. **The Purchase Order / Contract shall be awarded to the lowest evaluated responsive (L-1) bidder. L-1 Party to be determined on basis of formula given at Annexure-I.**

13.7. In case optional items are specified in the tendered specifications, the Purchaser reserves the right to buy or not to buy the optional items. In case the option is exercised to buy the optional items after Bid opening, then the cost of optional items would be included to ascertain the Lowest Evaluated Responsive Bid. In case, the option is exercised not to buy the optional items, then the cost of the optional items would not be included in ascertaining the Lowest Evaluated Responsive Bid.

NOTE: Bidders not quoting the optional items entail the risk of their offer being summarily ignored in the event of the Purchaser deciding to buy the optional items after Bid opening.

14. The quotations are liable to be rejected if any of the above conditions are not complied with. Conditional Bids / Incomplete Bids / Unsolicited Bids / Unsigned Bids shall not be accepted.

15. SETTLEMENT OF DISPUTES AND ARBITRATION

15.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

15.2. Disputes or differences shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person

appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- 15.3. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of Clause 15.2. above. But if this is not acceptable to the Supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission).
- 15.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 15.5. Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

16. APPLICABLE LAW

- 16.1. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Durgapur, West Bengal, India.

17. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours faithfully,

Stores & Purchase Officer

Encl :

- i. Annexure-I
- ii. Price Schedule Form

Annexure-I

Sl.No	Description	Qty	Unit
1	<p>Supply and installation of Slim line / tower split type A.C units with cord less remote system.</p> <p><u>Technical Specifications are:</u></p> <p>a) Capacity : 4 - 4.6 TR.</p> <p>b)Cooling Capacity: 48000 - 55000 BTU / H.</p> <p>c) Condensor coil: copper type.</p> <p>(Aluminium coil will not be accepted)</p> <p>d) Make: Blue Star, Voltas, Carrier, Daikin or equivalent.</p>	14	Nos.
2	<p>Providing, laying and testing of copper refrigerant piping with proper insulation from indoor to outdoor units. The works inclusive concealed or exposed laying depends on site requirement. <u>During concealed copper pipe laying hard PVC pipe with required diameter may be used for covering.</u> Complete in all respect.</p>	420	RFT
3	<p>Providing, laying and testing of electrical cable from MCB power supply to indoor unit and from indoor unit to outdoor unit. The works inclusive concealed or exposed laying depends on site requirement. <u>During concealed cable laying hard PVC pipe with required diameter may be used for covering..</u>Complete in all respect.</p>	420	RFT
4	<p>Providing and fixing hard PVC pipe for condensate drain water from indoor unit to outside hall. The works inclusive concealed or exposed laying depends on site requirement. Complete in all respect.</p>	170	RFT
5	<p>Civil structure / basement for mounting 4TR indoor unit . Complete in all respect as per standard engineering practice.</p>	14	Nos.
6	<p>Civil structure / basement for mounting 4TR out door unit. Complete in all respect as per standard engineering practice.</p>	14	Nos.

TERMS AND CONDITIONS :

- 1. THE SUPPLIER SHOULD BE THE AUTHORISED DISTRIBUTOR OF STANDARD MAKE [ALONG WITH DOCUMENTARY EVIDENCE].**

2. ONE YEAR COMPREHENSIVE WARRANTY AFTER INSTALLATION AND COMMISSIONING.
3. DURING WARRANTY PERIOD, COMPLAINTS NEED TO BE ATTENDED WITHIN 24 HOURS.
4. BIDDER MAY VISIT THE SITE TO ESTIMATE THE CIVIL STRUCTURE / BASEMENT REQUIREMENT PRIOR TO SUBMISSION OF BID.
5. THE BIDDERS MUST MENTION IN THE TECHNICAL SPECIFICATIONS [ALONG WITH DOCUMENTARY EVIDENCE]
 - A. THE RATED COOLING CAPACITY OF SLIM LINE/TOWER SPLIT TYPE A.C. UNIT.
 - B. THE RATED INPUT POWER OF SLIM LINE/TOWER SPLIT TYPE A.C. UNIT.
6. THE LOWEST BIDDER [L-1] BIDDER WILL BE DECIDED AS BELOW :
OFFER PRICE x [48000 / OFFERED BTU/HR] X [1/EER].
7. THE QUANTITIES MENTIONED UNDER SL. NO. 2,3,4,5&6 ARE ESTIMATED VALUES ONLY. THE FINAL PAYMENT WILL BE MADE ON ACTUAL MEASUREMENT BASIS.

PRICE SCHEDULE FORM

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM OUTSIDE INDIA

Name of the Bidder _____ TENDER No. _____

1	2	3	4	5	6*		7*		8*	9*
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price (5x6)		Charges for Insurance & transportation to port/place of destination	Total price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air

Note: Total Bid price in foreign currency (in words) _____
 Total Bid price in foreign currency (in words) _____

- (a) Indian agents name & address _____.
- (b) Installation, commissioning & training charges, if any _____.
- (c) Discount offered against buy-back of existing items _____.
- (d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.
- (e) **The cost of optional items shall be indicated separately.**

Signature of Bidder/Name/ Business Address

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____ Tender No. _____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Ex-Works. Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex - warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & for warding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning And training Charges, If any

Total Bid price in Indian currency (in words) _____
 Total Bid price in Indian currency (in figures) _____

- (a) Discount offered against buy-back of existing items _____.

Signature of Bidder/Name/Business Address