

BID DOCUMENT

SUPPLY AND INSTALLATION OF
BRANDED SPLIT AIR
CONDITIONER (1.5 TON)(5 STAR
ENERGY EFFICIENCY RATING)
WITH STABILIZER AT 25
SPECIFIED LOCATIONS

OPEN TENDER NO.5/CCAP/Infra/Branded ACs/2012-13
DATED: 26-09-2012

GOVERNMENT OF INDIA, MINISTRY OF FINANCE
OFFICE OF THE CHIEF COMMISSIONER OF
INCOMETAX,

10TH FLOOR, B-BLOCK, I.T.TOWERS, A.C.GUARDS,
HYDERABAD – 500 004

Tel : 040 - 23425604

Visit us at : www.incometaxindia.gov.in

INDEX

Section	Description	Page No.
Section - I	Bid Reference	3
Section - II	Invitation to bid	4
Section-III	Instruction to Bidders	5 to 11
Section-IV	Terms & conditions of contract	12 to 17
Section-V	Specification for supply of goods	18
Section - VI	Technical Bid form	19 to 21
Section-VII	Financial Bid Form	22 to 23
<i>Annexure – 1</i>	Profile of the Organization	24
<i>Annexure - 2</i>	Form for Performance Guarantee	25
<i>Annexure – 3</i>	Details of items bid for & statement of deviation from technical specifications	26

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOMETAX,**

10TH FLOOR, B-BLOCK, I.T.TOWERS, A.C.GUARDS,
HYDERABAD – 500 004

Tel : 040 - 23425604

Visit us at : www.incometaxindia.gov.in

SECTION - I

DOMESTIC COMPETITIVE BIDDING

(Through call of Open Tenders)

OPEN TENDER NO. 5/CCAP/Infra/Branded ACs/ 2012-13 Dated : 26-09-2012

Name of Work	Supply and installation of branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer at 25 specified mofussil offices
Last Date & Time for receipt of Bid	15-10-2012 up to 16:00 hrs
Time and Date of Opening of Bid	15-10-2012 - 16:30 hrs
Place of Opening of Bid	Multipurpose Hall at 1'D', I.T.Towers, A.C.Guards, Hyd. – 500 004.
Mode of obtaining tender documents	Downloading from the departmental website www.incometaxindia.gov.in

OFFICE OF THE CHIEF COMMISSIONER OF INCOMETAX,
10TH FLOOR, B-BLOCK, I.T.TOWERS, A.C.GUARDS,
HYDERABAD – 500 004

Tel : 040 – 23425604 FAX No. : 040 - 23240403

Visit us at : www.incometaxindia.gov.in

SECTION -II

INVITATION FOR BID

OPEN TENDER NO. 5/CCAP/Infra/Branded ACs/ 2012-13 Dated : 26-09-2012

Sub ; Tender for supply and installation of Branded ACs
at 25 specified locations – Reg.

Chief Commissioner of Incometax-I, Hyderabad, invites sealed bids through Open Tenders under the two-bid system from reputed Manufacturers, Franchisees, Distributors, or Dealers for the supply and installation of branded split air conditioner (1.5 Ton)(5 Star energy efficiency rating) with stabilizer at 25 specified mofussil stations as under:

Income-tax Offices located at Adilabad, Adoni, Bapatla, Chirala, Chittoor, Gudivada, Guntakal, Gudur, Hindupur, Kadapa, Machilipatnam, Madanapalle, Mahaboobnagar, Mancherial, Nalgonda, Nandyal, Narsaraopet, Nirmal, Ongole, Proddatur, Sangareddy, Siddipet, Suryapet, Tenali and Vikarabad.

2. Sealed quotations along with Earnest Money Deposit (EMD), as specified in the bid document, should be submitted by deposit in the sealed box kept for this purpose at the entrance of B-Block beside the Chamber of ITO(PR) latest by **15.10.2012 up to 1600 hrs**. The tenders will be opened at 1630 hrs on the same day in the Conference Hall, 10th Floor, A-Block, I.T.Towers, A.C.Guards, Hyderabad – 500 004.

3. The complete bidding document is also available for viewing at our website : www.incometaxindia.gov.in.

(S.RAVI JOGA RAO)

Income-tax Officer (Co-ord.)
O/o the CCIT-I, Hyderabad.

SECTION-III

INSTRUCTIONS TO BIDDERS

1 This Invitation for Bids is open to reputed and established manufacturers, dealers, franchisees and distributors having an annual turnover in this line of business of **Rs. 25.00 lakhs or more** during any one of the three FYs 2009-10, 2010-11 or 2011-12. Photocopies of the final accounts in support of annual turnover must be enclosed with the bid failing which the bid will be rejected.

2 Copies of valid Central/State sales tax registration certificate, proof of manufacturing unit/dealership/franchise/distributorship and copy of at least one work order for supply of branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer of **Rs. 2 lakhs** or more (single order) from Government/Corporate bodies during the current or preceding three financial years have to be submitted.

3. The Office of the Chief Commissioner of Incometax-I, Hyderabad, is hereinafter referred to as "**the Purchaser**".

4. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.

5. The bidder is required to fill up the Profile of its Organization in the format given as per Annexure – 1 of the Bid Document.

6. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment. All prospective bidders will be notified of the amendment which will be binding. The amendment will also be available in the department website www.incometaxindia.gov.in

7. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

8. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.

9. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid and these two envelopes should be placed in another envelope duly sealed.

10. The **Technical Bid** prepared by the bidder shall include the following:

- (a) Standing of each Bidder Manufacturer/Dealer/Distributor/ Franchisee including past experience in supply of the material, proof of manufacturing Unit/Dealership authorization, etc. (Self attested certificates to be enclosed)
- (b) Full particulars of Government/Corporate bodies for which the bidder has supplied such materials in a single order valued at Rs.2 lacs or more, in the current or any of the three preceding financial years. (Self-attested copies of the relevant work orders to be enclosed)
- (c) Copy of the balance sheet, profit and loss account and Auditor's Report, if any, of the bidder for the previous three financial years (2009-10, 2010-11, 2011-12)
- (d) A copy of PAN card.
- (e) Copy of Sales Tax Registration Certificate and VAT Registration Certificate.
- (f) Details of support facilities to execute the order.
- (g) The details of Warranty offered by the bidder in respect of manufacturing defects in the items being supplied, especially for batteries. In addition to this, the bidder must also specify the number of years for which the equipment, i.e., the branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer as also the set of batteries, is guaranteed against electrical fluctuations/regular usage.
- (h) Details of items bid for, along with the statement of deviation from technical specifications (as per performa given in Annexure 3 of this bid document)

11. The **Financial Bid** shall comprise of the price component indicating the unit price for each Table indicated in the Section-V of the bid document. The unit price thereof shall not be overwritten. **It will be mandatory for all the prospective bidders to bid for the total number of 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' supplied as specified in Section-V of the bid document and the bid will be evaluated on the basis of total price quoted.**

- (a) The price quoted must be net price per unit including charges for delivery and assembling of the components of the equipment at the designated places, i.e., the 25 mofussil offices.
- (c) The price quoted by the bidders should be **inclusive** of VAT at the applicable rates and **exclusive** of octroi.
- (d) Quoted prices should be **inclusive** of freight and forwarding charges, handling charges, loading and unloading charges, insurance charges, etc.
- (e) The prices once accepted by the Purchaser shall remain valid till the successful execution of the complete order to the satisfaction of the Purchaser. The Purchaser shall not entertain any increase in the prices during the period. In the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty. However, the Purchaser is not liable to any claim from the Supplier on account of fresh imposition and/or increase of Excise Duty, Customs Duty, Sales Tax etc. on raw materials and/or components used directly in the manufacture of contracted goods taking place during the pendency of contract.
- (f) Prices shall be quoted in Indian rupees only.

12. Bids shall remain valid for 45 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13. In exceptional circumstances, the Purchaser may solicit the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

14. **Sealing and Marking of Bids:**

- (a) The **Technical Bid** along with EMD instrument should be placed in one sealed envelope super scribed 'Technical Bid'. The **Financial Bid** should be kept in a separate sealed envelope super scribed 'Financial Bid'. Both the envelopes should then be placed in one single, sealed envelope super scribed 'Bid for supply and installation of branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer at 25 mofussil stations" and should be addressed to the Income-tax Officer (Co-ord.), O/o the CCIT-I, Hyderabad. The bidder's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope.

- (b) Both the inner envelopes super scribed **Technical Bid** and **Financial Bid** should have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super scribed, "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
- (e) All the Bid documents submitted should be serially page numbered and contain the table of contents with page numbers.

15. Deadline for Submission of Bids:

- (a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- (b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- (c) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the bid document will be rejected and returned unopened to the Bidder. The Purchaser shall not be responsible for postal delays.

16. Modifications and Withdrawal of Bids:

- (a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- (b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Purchaser should receive it before the deadline for submission of bids.

- (c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

17. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the Purchaser will open all Technical Bids in the first instance on the appointed date, time and venue.
- (b) During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.
- (c) No bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
- (d) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- (e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be communicated to the qualifying bidders. The purchaser may at its option chose to open the financial bids immediately after the opening and evaluation of the Technical Bids.

18. Opening and evaluation of Financial Bids:

- (a) The Tender Committee appointed by the Purchaser will open the Financial Bids of bidders as specified in para 19(e) above.
- (b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected, and its EMD will stand forfeited.

19. The Purchaser prefers to have the payment schedule wherein full payment will be made within 30 days of the execution of the complete order to the satisfaction of the Purchaser.

20. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21. The Purchaser will award the contract, within 10 days of the opening of the Financial Bid, to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid.

22. Fall clause

- (a) The price quoted by the Supplier should not be higher than the maximum retail price, if any, for the items and the same shall not be higher than the price usually charged by the Supplier for items of the same nature, class or description to any other Purchaser.
- (b) The price charged for the items supplied under the Contract by the Supplier shall in no event exceed the lowest price at which the Supplier sells similar items on identical terms to any other person during the period till performance of all supply orders placed during the currency of the Contract is completed. If at any time during the period the Supplier reduces the sale price of such items or sells such items to any other person including his dealers at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale to the Purchaser and the price payable under the Contract for these items of items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- (c) If it is discovered that the Supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Purchaser to revise the price at any stage so as to bring it in conformity with sub-clause (a) and (b) above, or to terminate the Contract and purchase the items of items at the risk and cost of the Supplier and initiate action to recover the loss.

23. The "bidder" as used in this document shall mean the one who has signed the tender document forms. He may be either the Principal Officer or the duly authorized representative, in which case, the bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative or the Principal Officer.

24. The Bidder shall sign its bid with the exact name of the concern to whom the contract is to be awarded.

25. The Bid document filed by the bidder shall be typed or written in indelible ink.

26. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the

Technical Bid and Financial Bid covers separately. (even though the deviations are not material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner.

27. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.

28. The Courts of India at Hyderabad will have exclusive jurisdiction to determine any proceeding in relation this contract.

29. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

30. Where the bid has been signed by the Authorised Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract.

Read and accepted.

Signature and stamp of
Bidder or Authorized Signatory

SECTION-IV

TERMS OF CONTRACT

1. No alteration should be made in any of the **terms and conditions** of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

2. A sum of Rs.55,000/- (Rupees Fifty thousand only) must be deposited as **Earnest Money Deposit** (EMD) in the shape of Bank Draft in favour of "Administrative Officer (DDO), O/o the CCIT-I, Hyderabad" & **must accompany the technical bid** in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful tenderer fails within the time fixed by the Purchaser to sign the contract on terms contained in the bid document, or fails to execute the order within the stipulated time. The earnest money of the successful Bidder will be refunded after the furnishing of valid Performance Guarantee. For the other Bidders, the earnest money instrument will be returned within 10 days of the completion of the financial evaluation. No interest will be payable on this deposit. The EMD will be forfeited if the successful bidder, due to any circumstances whatsoever, fails to accept the offer for supply, or fails to sign the contract within the time prescribed, or expresses its intention directly or indirectly not to accept the work order, or expresses its inability to supply the items, or fails to submit the bank guarantee within the prescribed time, as per the terms and conditions of the bid document.

3. The successful bidder will be required to deposit a **Performance Bank Guarantee @ 5%** of the value of the contract as security for due fulfillment of the contract. The Bank guarantee should be executed in the proforma in Annexure-2. It should be valid till two months from the date of expiry of the warranty period. The bank guarantee must be submitted within 10 days from date of issue of supply order. The security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the bidder.

4. No bid will be considered unless and until all the pages / documents comprising the Bid are properly signed and stamped by the person/s authorized to do so.

5. In the event of bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders in Section III shall also form part of the contract.

6. The terms and conditions of contract given in this Section along with the Instructions to Bidders should be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender is liable to be rejected.

7. The price quoted must be net price per unit including charges for freight, forwarding, handling, loading/unloading, insurance charges, delivery and assembling of the equipment, i.e., branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer at the 25 designated mofussil offices.

8. The maximum period for complete and satisfactory performance of the contract, which includes delivery and installation of the branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer at the 25 designated stations, shall be **45 days from the date of award of the contract**. For this purpose, the **time limit of forty five days will begin from the date of communication of the acceptance of the bid** to the successful bidder, by way of telephonic intimation, by e-mail or in writing, whichever is earlier.

9. The **supply must be completed satisfactorily within the stipulated period**, failing which the Purchaser reserves the right to purchase the 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' at Suppliers risk provided that where 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' is not supplied according to the stipulated technical specification in the contract and on account of urgency of the demand, the Purchaser decides to retain the inferior 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer', the party will be entitled to receive payment not at the contract rate but at the rate fixed by the Purchaser with due regard to the quality of material supplied.

11. All above conditions will be enforced, unless written order of Purchaser is obtained relaxing any specific condition in any specific instance.

12. The Purchaser does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders. **The Purchaser may also increase or decrease the quantity of items.**

13. The payment will be released within 30 days after the completion of the aforesaid contract and only upon certification by the officer at the respective mofussil location, as per specifications of the supply order and installation to the satisfaction of the Purchaser at the specified locations. The payment will be by crossed cheque/demand draft only.

15. The equipment will carry a warranty of minimum 12 months against any manufacturing defects from the date of last installation of the same to the satisfaction of the Purchaser.

16. This contract is to become applicable from the date **of communication of the acceptance of the bid** to the successful bidder, by way of telephonic intimation, by e-mail or in writing, whichever is earlier, which will be treated as the first day of the contract, in addition to being counted as the first day for the period of five weeks, stipulated for supply of all items, specified in the contract. The contract will last till the date of installation of the 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' to the satisfaction of the Purchaser. In the event of any breach of the agreement at any time on the part of the Supplier, the contract may be terminated summarily by the Purchaser without compensation to the Supplier.

17. Any change in the constitution of the concern of the Supplier shall be notified forthwith by the Supplier in writing to the Purchaser and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Supplier in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.

18. The Supplier will supply nothing but genuine components of 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' as per specifications given in Section-III of the bid document in such quantities as may be entered therein.

19. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specification given in the list accompanying the tender and approved by the Purchaser. The Supplier shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Purchaser will be final and binding on the Supplier.

20. The Purchaser or its nominee duly authorized in writing shall have the power to inspect the items before, during or after manufacture, dispatch, transit or arrival and to reject the same or any part or portion through a communication in writing, if it is not satisfied that the same is equal or according to the specification as per tender notice submitted. The Supplier shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the Supplier at once and at his expense. He shall neither claim nor be entitled to payment for any damage that the rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. The Purchaser shall not be under any liability for rejected supplies and the same will be at the Supplier's risk. Rejected supplies shall be removed by the Supplier within ten days of the issue of notice rejecting such supplies, failing which such rejected 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' will be removed at Supplier's risk and The Purchaser may charge the Supplier, rent for space occupied by such rejected supplies.

21. If during the currency of the contract the specification of any article or articles to be supplied thereunder be changed, the Supplier shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement, the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the Supplier to any compensation.

22. The date of installation of the 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' at the specified 25 mofussil locations as stipulated in this Bid document i.e. **forty five days from the date of award of contract / communication of acceptance of the bid** shall be deemed to be the essence of the contract and should the Supplier fail to comply within the time stipulated, the delayed deliverables will be subject to liquidated damages @ 2% per month or a part of the month, recoverable on the value of such delayed deliverables. However the maximum limit of such deduction shall not exceed 10% of the contract value of the delayed supplies. The recovery through liquidated damages will be without prejudice to the other remedies available to the Purchaser under the terms of the contract. In case of non-payment by the Supplier, recovery will be made from his bills or Performance Guarantee with the Purchaser provided that:

- a) If the delayed supplies are accepted by extending the delivery period by the Purchaser on an application in writing by the Supplier then, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the Supplier for the delayed supplies. In such cases the Purchaser may, at its discretion decide either to levy or waive liquidated damages in respect of the delayed supplies. The decision of the Purchaser in this regard will be binding on the Supplier.
- b) On failure of the Supplier to make supply within the period stipulated in the contract or within the extended period decided by the Purchaser pursuant to the written request of the supplier, risk purchase at the cost of the Supplier will be made by the Purchaser. The cost thus incurred, will be recovered from the Supplier from his pending bills or by encashing the Performance Guarantee, whichever is available. The procedure will be adopted after sending registered notice to the Supplier. In addition to the above, the Purchaser reserves the right to place the Supplier in the panel of blacklisted concerns.
- c) If a *Force Majeure* situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Purchaser 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. 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 60 days, either party may at its option terminate the contract without any financial repercussion on either side.

- d) After placement of contract, there may be some unforeseen situation compelling the Purchaser to cancel the contract. In such a case, the Purchaser shall send a suitable notice to the Supplier for the cancellation of the contract, in whole or in part, for its convenience, *inter alia*, indicating the date with effect from which the termination is to become effective.

23. The Supplier acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and the terms, clauses and conditions, specifications and other details of the contract and the contractor. The Supplier shall not plead ignorance as an excuse in case of complaint against the supplies, or rejection of supplies tendered by him or with a view to asking for increase of any rates agreed to the contract or to evading any of his obligation under the contract.

24. No payment will be made in advance for any supplies under this contract.

25. In the event of the Supplier failing to fulfill or committing any breach of any of the terms and conditions of this contract or supplying 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' liable to rejection or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, or if the Supplier or his agents or employees are guilty of fraud in respect of the contract or any other contract entered into by the Supplier or any of his partners or representatives thereof with the Purchaser directing, giving promising or offering any bribes, gratuity, gift, loan perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the Purchaser in any way relating to such officers or person or persons, office or employment or, if the Supplier or any of his partner become insolvent or applies for relief as insolvent debtor commence any insolvency proceedings or makes any composition with his/their creditors or attempts to do so, then without prejudice to the Purchaser's right and remedies otherwise, Purchaser, shall be entitled to terminate this contract forthwith, encash the bank guarantee and to blacklist the Supplier and purchase or procure or arrange otherwise at the Supplier's risk and at the absolute discretion of the Purchaser, as regards the manner, place and time of such purchases, such supplies, as have not been supplied or have been rejected under this agreement or are required subsequently by the Purchaser, thereunder, in case purchase or supplies together with all incidental charges or expenses, shall be recoverable from the

Supplier on demand, and the Supplier shall not be entitled to benefit from any profit which may accrue to Purchaser.

26 In any question, difference or objection whatsoever that may arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then, save in so far as the decision of any such matter as hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regard the rights and obligations of the parties as the result of such termination, shall be decided by the Purchaser and the decision shall be final and binding on the Supplier.

IN WITNESS THEREOF the parties have here-into set their hands on the dates indicated below:-

1. (In the case of a firm)

**Signed By The Above Named Firm Of _____
Through _____ partner of the firm.**

Signature
(Name & Address)

2. (In the case of a company)

**The seal of the _____ Company, Limited, was affixed by the
virtue of the resolution of the Board No. _____ Dated
_____ the _____ Day of _____ 200__.**

Secretary's Signature _____
(i) Date _____

(in either case) in the presence of

1. Signature: _____

Address: _____

Description: _____

2. Signature: _____

Address: _____

Description: _____

Signed by: _____

On behalf of the office of the CCIT-I, Hyderabad. (The Purchaser)

SECTION-V

TECHNICAL SPECIFICATION OF THE BRANDED SPLIT AIR CONDITIONER (1.5 TON)(5 star energy efficiency rating) WITH STABILIZER

S No	GENERAL DESCRIPTION OF THE ITEM	SPECIFICATION	QTY
1	Branded* air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer	(Details of make, model and specifications of both the air conditioners and the stabilizers to be provided by the bidder)	66

*The air conditioners should be of reputed brands like Voltas, Blue Star, Godrej, LG, Samsung, Hitachi, Panasonic, Carrier, Videocon. Stabilizers also should be of reputed brands like V-Guard/Unistab.

Note:

1. Please note carefully that **details of items bid for, and a statement of deviations from the technical specifications above, should be enclosed, in the performa specified in Annexure 3 of this document, with the Technical Bid *without the indication of prices*.** A tick mark shall be provided against each item in the price columns to indicate that there is a quote against this item in the Financial Bid. In case the prices are revealed in the Technical Bid, the Bid will be summarily rejected.

SECTION-VI
TENDER FORM
(Technical Bid)

(On the letter head of the concern submitting the bid)

To

**The Tender Evaluation Committee,
Office of the Chief Commissioner of Incometax-I,
10th Floor, C-Block, Income Tax Towers,
A.C.Guards, Hyderabad – 500 004.**

Ref.: Tender No.

Dated

Sir,

1. I/We hereby undertake to supply the items as specified in Section V of the Bid/tender document and agree to hold this offer open for a period of 45 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Bidders and Terms and Conditions of Order as enclosed with the invitation to the tender and have thoroughly examined the specifications and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Bank Draft in favour of the Administrative Officer (DDO), O/o the CCIT-I, Hyderabad, for 55,000/- (Rupees Fifty Five Thousand only) as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Hyderabad.

4. The following have been added to form part of this tender. (Refer para 11 of Invitation for Bid)

- (A) A note on past experience of the Bidder in supply of 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer'.
- (B) Copy of audited balance sheet, profit and loss account and Auditor's Report of the concern for FY 2009-10, 2010-11 and 2011-12.
- (C) Copy of valid Central/State sales tax registration certificate.
- (D) Copy of at least two supply orders of Rs.10 lacs or more, executed during the current year or last two financial years from Govt./Corporate sector.
- (E) Proof of manufacturing Unit/Dealership authorization
- (F) A copy of PAN card.
- (G) Information regarding litigation, bankruptcy, insolvency or winding up etc.

- (H) Details of abandoned/ delayed work orders.
- (I) Details of order support facilities.
- (J) *Statement of deviations* from terms and conditions, without revealing the price related deviations in any manner whatsoever.
- (K) Copy of the authorization/resolution authorizing the signatory to sign the bid document on behalf of the concern.
- (L) The number of years for which the supplied equipment, i.e., branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer along with batteries, is guaranteed against normal daily usage/voltage fluctuations.
- (M) Any other relevant documents in support of the Bid. (Please give details)

5. The **details of items bid for, along with the statement of deviations of technical specifications** (*in the performa specified in Annexure 3 of the bid document*) is enclosed.

6. We undertake to execute all orders, which have been placed to meet emergent requirements on priority basis.

7. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid documents is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

8. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding Order between us, and the time limit of six weeks will begin with the communication of your acceptance of our bid.

Yours faithfully,

(Signature of bidder)

Dated this _____ day of _____ of 2012

Address _____

Telephone: _____
FAX _____
E-mail _____

Company Seal

**SECTION-VII
TENDER FORM
(Financial Bid)**

(On the letter head of the concern submitting the bid document)

To

**The Tender Evaluation Committee,
Office of the Chief Commissioner of Incometax-I,
10th Floor, C-Block, Income Tax Towers,
A.C.Guards, Hyderabad – 500 004.**

Ref.: Tender No.

Dated

Sir,

1. Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of goods as per the invitation for this and in conformity with the said bidding document.

2. We hereby undertake to supply the items specified in Section-V of the bid document at the prices and rates mentioned below:

S No	GENERAL DESCRIPTION OF THE ITEM	QTY	UNIT PRICE* (Rs)	TOTAL PRICE* (Rs)
1	Branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer at the 25 specified mofussil locations	66		

*inclusive of installation charges with standard requirements

Total Price (in words):

3. WE do hereby undertake, that, in the event of acceptance of our bid, the supply of 'branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer' shall be made as stipulated in the tender document and that we shall perform all the incidental services.

4. The price quoted is net price per unit including taxes, charges for freight, forwarding, handling, loading/unloading, insurance charges, delivery and assembling of components of branded split air conditioner (1.5 Ton)(5 star

energy efficiency rating) with stabilizer at the 25 destined mofussil locations but does not include octroi. We enclose herewith the complete Financial Bid as required by you.

5. We agree to abide by our offer for a period of 30 days from the date of opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

6. We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply the specified items..

7. Certified that the bidder is :
A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

Or

A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections /deletions should invariable be duly attested by the person authorised to sign the bid document.)

8. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us, and that the time limit prescribed for supply and installation of the items will begin from the date of the communication of the acceptance of the bid.

Yours faithfully,

Dated this _____ day of _____ of 2012

Address _____

Telephone:

FAX

Email

Company seal

ANNEXURE-1

PROFILE OF ORGANIZATION

1. Name of concern :
2. Status of the concern : Proprietary/Partnership/Private/
(support with documents) Govt./Others (Specify)

3. Postal Address :
4. Telephone :
5. Fax :
6. E-mail :
7. Web site :
8. Year of Establishment :
9. Activities/Services Offered :
10. PAN Allotted by IT Deptt. :
11. Returned Income for preceding :
two Financial Years : FY 2009-10 _____
FY 2010-11 _____
FY 2011-12 _____
12. Name of the Head of the
Organization/Managing Director

Date:

Place

Signature of Authorised Signatory

ANNEXURE-2

To
The President of India

WHEREAS

.....
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. dated to supply (description of goods and services) (herein after 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 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 figures), 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 thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of....., 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

(Bank's common seal)

ANNEXURE 3
DETAILS OF ITEMS BID FOR & STATEMENT OF DEVIATION
FROM TECHNICAL SPECIFICATION OF THE 'BRANDED SPLIT
AIR CONDITIONER (1.5 TON)(5 star energy efficiency rating)
WITH STABILIZER'

(to be enclosed with Technical bid)

S No	GENERAL DESCRIPTION OF THE ITEM	SPECIFICATION	QTY	TICK IF BID FOR	DEVIATIONS FROM TECHNICAL SPECIFICATIONS
1	*Branded split air conditioner (1.5 Ton)(5 star energy efficiency rating) with stabilizer	(Details of make, model and specifications of both the air conditioners and the stabilizers to be provided by the bidder)	66		

*The air conditioners should be of reputed brands like Voltas, Blue Star, Godrej, LG, Samsung, Hitachi, Panasonic, Carrier, Videocon, etc. Stabilizers also should be of reputed brands like V-Guard, Voltas, etc.