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LIMITED TENDER DOCUMENT

for

Supply and Installation of Air-Conditioners at

Patent Office, Chennai

(Tender No. IPO/CHE/Tender/AC-PAT/2016)



INTELLECTUAL
PROPERTY **INDIA**
PATENTS | DESIGNS | TRADE MARKS
GEOGRAPHICAL INDICATIONS

Start date for issue of tender documents at the office counter - 10.00 am onwards on 21/09/2016

Closing date for issue of tender documents at the office counter - upto 1.00 pm on 06/10/2016

Last date for submission of tender documents - upto 5.00 pm on 06/10/2016

Date of opening of submitted tenders - at 2.30 pm on 07/10/2016

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Bid document for “Supply and Installation of Air Conditioners” at

Patent Office, Chennai

On behalf of the President of India, sealed tenders are invited by the Controller General Of Patents, Designs and Trademarks (CGPDTM) for Supply and Installation of Air-Conditioners for Patent Office, Chennai

2. Nature and Scope of work:

Nature and scope of the work is mentioned at **Annexure-II** of this bid document (enclosed herein).

3. Eligibility:

- i. Contractors who have sufficient experience of having successfully carried out similar works in Government Offices/Residential buildings/Office buildings/Pvt. buildings during the last three years are eligible to participate in the bidding.
- ii. The CGPDTM reserves the right to verify the proof of having experience and expertise of the bidder in executing similar works and the bidder has to produce the proof thereof.

4. Submission of bid:

- 4.1** The tender document can be obtained in person from the below mentioned address from 10.00 am to 5.00 pm on all working days:

The Patent Office, IP Building, GST Road, Guindy, Chennai – 600032

Contact person: K.Nirmala, Administrative Officer, Patent Office.

Cost of the Tender document – Rs.500/- to be payable by way of DD in favour of “Controller of Patents” payable at Chennai

Alternatively, the tender document can be downloaded from the websites- www.ipindia.nic.in and www.tenders.gov.in

The downloaded tender document is to be submitted along with the tender fees of Rs.500/- as mentioned above. The tenders submitted without the tender fees shall be rejected.

The bidders are requested to submit their competitive offer by duly filling in the bid form only (enclosed as **Annexure-I**) along with the CGPDTM's terms and conditions, which is part and parcel of the bid form. The bid along with the CGPDTM's terms and condition duly signed is to be submitted in a sealed envelope superscribing the envelope “Bid for **Supply and Installation of Air-Conditioners at Patent Office, Chennai** ”. The bidders should submit along with the bid form.

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- (i)
 - (1) List of similar works completed during the last three years in any Government organization or private company
 - (2) Copy of Registration of VAT and Service Tax
 - (3) Copy of PAN Number
 - (4) If the bid is from an authorized dealer/ distributor of any manufacturer, the dealer or distributor shall submit a proof for authorized dealership/ distributorship.
- (ii) Price Bid Form (**Annexure-III**) to be submitted by duly filling up the rates for each item of work indicated in the prescribed price bid form.
- (iii) Earnest Money Deposit (EMD) amount of Rs.10,000/- by way of Demand Draft drawn in favour of "Controller of Patents", payable at Chennai.

4.2 Bid shall be submitted in a sealed cover super scribed " Supply and Installation of Air- conditions at Patent Office, Chennai and due date is upto 5.00 pm on 06/10/2016

This shall contain separately sealed envelopes superscribed as below:

- Envelope –I - EMD amount of Rs.10,000/- by way of demand draft.
Envelope -II - TECHNO-COMMERCIAL PART
Envelope -III - PRICE PART

4.3 (i) Envelope -I of offer shall contain EMD as specified.

(ii) Envelope -II of the offer shall contain all the pages of the bid document duly signed and stamped on each page, covering letter, bid form, documentary proof for eligibility, technical submissions, duly signed scope of work, deviations from the CGPDTM terms & conditions, if any and other details required forming part of the offer.

(iii) Envelope -III of offer shall contain only the price schedule issued herewith, with all rates and amounts filled in and no conditions.

All the above three envelopes shall be enclosed in a single larger envelope superscribed as mentioned above.

4.4 The **CGPDTM** is not responsible for delay, loss or non- receipt of bids on time sent by post. Fax/Email/ Telegraphic offers shall not be accepted.

4.5 Last date for submission

- The last date for receipt of the bid at the PATENT OFFICE, CHENNAI is 06/10/2016, **5.00 P.M.** The bid submitted beyond the above date and time shall not be considered for the bidding and shall be rejected out-rightly.
- The bid not submitted in the prescribed bid form shall be summarily rejected.
- If the last date of submission and opening of the bid is a holiday, the bids shall be opened on the next working date.

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4.6 Information to be furnished by the bidder along with their bid:

The bidders are requested to submit their bid form along with the following information (to be furnished in their letter head):

- i. Name of the Company :
- ii. Complete address of the Company :
- iii. Name of the authorized person :
- iv. Company's/Firm's Nature of business :
- v. Number of years of experience in fabrication of shed or similar works :

4.7 The bid submitted, without the prescribed EMD and/or the bid submitted without the CGPDTM's terms and conditions duly accepted, shall be summarily rejected. Similarly the bid submitted not in the prescribed bid forms of the CGPDTM, the bid document shall be summarily rejected. Any deviation from the CGPDTM terms & conditions shall be clearly brought in the bid.

4.8 Earnest Money Deposit (EMD):

- i. The bidder shall submit along with the bid an Earnest Money Deposit amount of Rs.10,000/- in the form of Demand Draft from a nationalised Bank drawn in favour of "CONTROLLER OF PATENTS", payable at Chennai.
- ii. No interest is payable on EMD amount by the CGPDTM. The EMD of unsuccessful bidders will be returned on finalization of successful bid and on placement of order to successful bidder.

5. OPENING OF BIDS

Envelope-I & Envelope-II of Bids shall be opened at **2.30 P.M. on 07/10/2016** in the presence of attending Bidders/Authorized representatives at the Conference Hall, Patent Office, IP Building, GST Road, Guindy, Chennai – 600 032.

Envelope-III (Price part) of Techno Commercially qualified Bidders shall be opened at a later date with due information to them.

6. PLACE OF SUBMISSION

The Head of Office, Patent Office, IP Building, GST Road, Guindy, Chennai – 600 032.

7. Clarifications:

The bidders are requested to go through the 'Scope of Work' and 'Terms and conditions' of the bid before submitting their offer/bid. Any clarification, if required, may be obtained prior to filing of bid from the Head of Office, Patent office, Chennai. No claim whatsoever on such account shall be entertained by the CGPDTM in any circumstances. The bidders shall physically inspect the work premises during working hours on working days and ensure the quantity and scope of the work before bidding.

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8. Award of work :

The work will be generally awarded to a single qualified bidder, who has quoted the lowest price on the overall cost of entire work. The work cannot be awarded on piece-meal basis to different bidders as the component of works is the part of the whole work. However, the CGPDTM reserves the right to reject any or all the bids without assigning any reason thereof.

9. Variation of quantity :

- (i) The quantity (area) mentioned in the scope of work is approximate. The CGPDTM or any authorized person reserves the right at the time of award and executing of the contract to vary the quantity of the area specified in the scope of work without any change in the unit rate quoted and/or to cancel any work mentioned under the scope of work.
- (ii) The successful bidder to whom work is awarded shall be paid for the actual work completed and actual material supplied as per rate schedule furnished by the bidder.

10. Terms and conditions of Bid:

The terms and conditions of above bid are enclosed in the bid form, which is part and parcel of the bid document. The bidders should submit the bid form by duly accepting the CGPDTM's terms and conditions of the bid as stipulated in the bid form. The bid submitted without the acceptance of the CGPDTM's terms and conditions shall be summarily rejected.

11. No canvassing :

Canvassing in connection with the bids is prohibited and the bids submitted by the contractor who resort to canvassing are liable for rejection.

- 12.** The CGPDTM reserves the right to accept or reject any or all bids in part or in total without assigning any reason whatsoever.

Enclosures:

- 1) **Bid Form along with the CGPDTM's terms and conditions (Annexure-I)** to be submitted by the bidders to the CGPDTM
- 2) **Scope of Work (Annexure-II)**- to be duly filled in and submitted by the bidders
- 3) **Price Bid Form (Annexure-III)** to be duly filled in and authenticated to be submitted by the bidders to the CGPDTM.
- 4) **Form of Performance / Security Bank Guarantee Bond (Annexure-IV).**

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Annexure-I

BID FORM

(The bidders should submit their acceptance only in Bid Form for the acceptance of the CGPDTM's terms and conditions of Bid)

Name of the work:

Supply and Installation of Air-Conditioners at Patent Office, Chennai as per the scope of work attached.

CGPDTM's Terms and conditions of Bid:

1. Rate / Price

- i. The unit rate to be quoted shall be unit rate and shall remain firm without the price variation clause. The bidders should not claim for any price variation / escalation.
- ii. The bid submitted with a price variation/escalation clause will be treated as non-responsive and rejected.
- iii. Bid / rates quoted by the bidder shall remain valid for 90 days from the date of opening of tenders for the purpose of acceptance and award of work; validity beyond 90 days from the date of opening shall be by mutual consent. No price variation / cost escalation is accepted.
- iv. The rates quoted by the bidder should be inclusive of all the tax applicable, levies, excise duties, transit, insurance and freight and any other statutory levies etc.
- v. The Income Tax and any other taxes or charges as applicable will be deducted at source by the CGPDTM from the successful bidder while making the payment.
- vi. The price quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account.
- vii. The bidder should quote the rate as specified in the scope of work. The bids submitted other than in the specified scope of work at **Annexure-II** shall be summarily rejected.

2. Execution of work:

- i. **Time period of completion:** The successful bidder shall execute and complete the work as per specification/Scope of work mentioned in **Annexure-II** to the satisfaction of the Officer-in-charge **within a period of 2 weeks from the date of award of work.**
- ii. The successful bidder to whom the work is awarded shall have to execute the work as per the work order AND the terms & conditions of this tender document.

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- iii. The CGPDTM is not responsible for the breakage/damage of any goods during the transit. In that case, it is the responsibility of the firm/contractor to whom the work has been awarded.
- iv. No extra cost shall be given for transportation; cost of labourers, insurance etc., as the rates quoted is all inclusive price.
- v. The contractor shall have to bring all the supporting materials for carrying out the above work.
- vi. The EMD will be released after a month from the date of submission of the performance guarantee.

3. Variation in quantity / scope of work:

The quantity mentioned in the scope of work is approximate. The CGPDTM reserves the right at the time of award/execution of the contract to vary the quantity specified in the scope of work without any change in the unit rate. However, the payment will be made as per the actual.

4. Security Deposit & Performance Guarantee

- a) The Contractor shall submit a bank guarantee for 5% of the bill amount towards security deposit. The bank guarantee shall be from a nationalized bank and shall be valid for a period of 12 months and additionally 60 days from the date of completion of the work to the full satisfaction of the CGPDTM. The same shall be released by the CGPDTM after the expiry of the guarantee period.

5. Liquidated damages

For delay in completion of work, the liquidated damage @ 1% of order value per week or part thereof subject to the maximum of 10% of the order value shall be deducted.

6. Extension of work completion time

Ordinarily no time extension shall be granted.

7. Payment terms

No advance payment will be made. Payment shall be made against the final bill within 30 days from the date of completion of the works to the satisfaction of the CGPDTM in all respects and submission of completion certificate.

8. Completion Certificate

Within one month of the completion of the work the contractor shall furnish a certificate for such completion.

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9. Guarantee Period

Guarantee period for the air-conditioner units and other materials supplied should be 12 months from the date of completion of the installation and for the compressors should be 60 months from the date of completion of installation for poor workmanship, poor performance, and in case of deficiencies are found during guarantee period, the same shall be rectified or replaced free of cost by the Contractors at their own cost and risk.

10. Quality assurance:

The successful contractor should ensure the quality of material as per the requirement / discretion of the CGPDTM.

11. Right to accept or reject tender

- (i) The right of acceptance of tender will rest with the CGPDTM.
- (ii) The acceptance of the tender shall rest with the CGPDTM who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. Further, the CGPDTM reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

12. Insurance

Contractor shall at his own expenses carry and maintain insurance with reputable Insurance Companies for : (i) Employees State Insurance Act, (ii) workmen's Compensation & Employer's Liability Insurance, (iii) Any other Insurance required under Law or Regulations or by Owner and (iv) Automobile Liability Insurance

13. Safety Regulations

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with safety rules. The CGPDTM / PATENT OFFICE – CHENNAI shall not be held responsible for any accidents that occur due to unsafe practice of the persons employed by the contractor to carry out the work.

14. Other conditions

Before submitting their bid proposals, bidders shall carefully examine the site of the work to familiarize themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

All the above terms and conditions of the tender as mentioned above AND included in the tender document are duly accepted.

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SCOPE OF WORK

Sl.no.	Description of Work	Qty
1.	<p>Supply of Wall mountable Split type air-conditioner with inbuilt inverter with the installation kit as per the applicable IS and other standards.</p> <p>Nominal cooling capacity (kcal / hr) in (KW) – 4500</p> <p>BEE Star rating – 5</p> <p>Compressor type – rotary</p> <p>Cooling coil – copper</p> <p>Refrigerant – R22 or as per latest Govt.norms</p> <p>(Preferable brand: HITACHI / BLUE STAR / CARRIER)</p>	12 nos.
2.	<p>AIR CONDITIONER INSTALLATION:</p> <ol style="list-style-type: none"> 1. Installation of air-conditioner as per manufacturer's instructions with the standard installation kit. 2. Extra copper tube with insulation and control cable 3. Fixing of plywood for indoor units 	<p>12 nos.</p> <p>80 Rmt</p> <p>12 nos.</p>
3.	<p>ELECTRICAL WORK:</p> <ol style="list-style-type: none"> (1) Supplying and running 2 x 4 sq.mm with 1 x 2.5 sq.mm PVC insulated copper conductor wire in PVC conduit from distribution board to air-conditioner unit points. (2) Supplying and fixing of vertical distribution board (3) Supply and laying of 35 sq.mm 4 core copper cable (4) Supply and installation of MCB (SINGLE POLE) (5) Air con reroll plug with MCB (6) Copper earthing 12 swg (7) Termination 	<p>400 mts</p> <p>1 no.</p> <p>70 mts</p> <p>12 nos.</p> <p>12 sets</p> <p>70 mts</p> <p>2 sets</p>

The contractor who is quoting the tender shall get themselves well versed with the site condition. The scope of work includes masonry work, fabrication, fixing and painting. The contractor should be well versed with all the activity and should have specialized team of workers for the same.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of constitution already existing (so far as in practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be

responsible for arranging and maintaining at own cost all materials, tools and plants, facilities for workers and all other services required for the execution of the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plants etc. if any will be issued to him by the CGPDTM and local conditions and other factors having a bearing on the execution of the work. The tenderer must also study the neighbourhood, rules and regulations for building as well as the area where it is situated.

In case of items not covered by the above specification the work should be carried out as per the direction of Officer-in-charge.

Approval of the Officer-in-Charge shall be taken well in advance for the materials to be used in the work by the contractor.

All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of Officer-in-Charge.

The contractor has to make his own arrangement for stores and watch and ward and no extra claim for this will be entertained. The contractor has to make his own arrangement at his own cost for all the general and special T & P.

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Annexure – III**PRICE BID**

Sl.no.	Description of Work	Qty	Rate (Rs.)	Amount (Rs.)
1.	<p>Supply of Wall mountable Split type air-conditioner with inbuilt inverter having as per the applicable IS and other standards.</p> <p>Nominal cooling capacity (kcal / hr) in (KW) – 4500</p> <p>BEE Star rating – 5</p> <p>Compressor type – rotary</p> <p>Cooling coil – copper</p> <p>Refrigerant – R22</p> <p>(Preferable brand: HITACHI / BLUE STAR / CARRIER)</p>	12 nos.		
2.	<p>AIR CONDITIONER INSTALLATION:</p> <p>4. Installation of air-conditioner as per manufacturer's instructions with the standard installation kit.</p> <p>5. Extra copper tube with insulation and control cable</p> <p>6. Fixing of plywood for indoor units</p>	<p>12 nos.</p> <p>80 Rmt</p> <p>12 nos.</p>		
3.	<p>ELECTRICAL WORK:</p> <p>(8) Supplying and running 2 x 4 sq.mm with 1 x 2.5 sq.mm PVC insulated copper conductor wire in PVC conduit from distribution board to air-conditioner unit points.</p> <p>(9) Supplying and fixing of vertical distribution board</p> <p>(10) Supply and laying of 35 sq.mm 4 core copper cable</p> <p>(11) Supply and installation of MCB (SINGLE POLE)</p> <p>(12) Air con reroll plug with MCB</p> <p>(13) Copper earthing 12 swg</p> <p>(14) Termination</p>	<p>400 mts</p> <p>1 no.</p> <p>70 mts</p> <p>12 nos.</p> <p>12 sets</p> <p>70 mts</p> <p>2 sets</p>		
<u>NET TOTAL</u>				

(Taxes and other duties shall be leviced as per Govt., norms)

The price quoted above shall be inclusive of all taxes and duties)

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Annexure - IV

FORM OF PERFORMANCE / SECURITY BANK GUARANTEE BOND

In consideration of the Controller General of Patents, Designs & Trademarks (hereinafter called "CGPDTM") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter call "the said Contractor") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as "the Bank" hereby undertake to pay to the CGPDTM an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the CGPDTM.
2. We, _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the CGPDTM stating that the amount claimed as required to meet the recoveries due or likely to be due from that the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We, the said bank further undertake to pay the CGPDTM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and equivocal.
4. We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CGPDTM under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the CGPDTM certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, _____ further agree with the CGPDTM that the CGPDTM shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CGPDTM against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the CGPDTM or any indulgence by the CGPDTM to the said Contractor(s) or

by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the CGPDTM. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____

Signature of

Authorised Official of the Bank

Signature of the witness

.....

Name of Official

Designation

Name of the Witness

.....

Stamp/Seal

of the Bank

Address of the Witness

.....