

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).**

SIGNATURE OF THE TENDERER

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.

SIGNATURE OF THE TENDERER

- 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.

SIGNATURE OF THE TENDERER