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Issued to M/s.

**UTI INFRASTRUCURE TECHNOLOGY AND SERVICES LTD.  
MUMBAI**

**Address: UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.**

**Tel No: 022 56786000 / 6312/ 6115. Fax : 022 56786005 / 6364 / 26522225**

**Name of work:**

**Tender for Supply, Installation, Testing And Commissioning of Upper ground Fire Hydrant Line at UTI ITSL CBD Belapur, Navi Mumbai-400 614.**

**Last Date of Submission of the Tender : 3.00 p.m. on 13/03/2012**

**Date of opening of the Tender : 3.30 p.m. on 13/03/2012.**

**Validity of Tender from the date of opening : 90 days**

**Time of commencement : Within Three days from the date of Work Order date.**

**Stipulated time of Completion : Within Two month from the day of Work order**

**Documents to be provided : Indemnity regarding Central Excise Payments, CAR Policy, Agreement.**

**Earnest Money Deposit : Rs.30,000.00 /- (Rupees Thirty Thousand only)**

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## UTI Infrastructure Technology And Services Ltd.

<b>Name of the work</b>	<b>Tender for Supply, Installation, Testing and Commissioning of UPPER GROUND at UTI ITSL Plot No.3, Sector 11 CBD Belapur Navi Mumbai-400 614.</b>
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**UTI Infrastructure Technology And Services Ltd.**

<b>Name of the work</b>	<b>Tender for Supply, Installation of Upper Ground Fire Hydrant Line for UTI ITSL Plot No.3, Sector 11 CBD Belapur, Navi Mumbai-400 614</b>
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**Tender Notice**

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We hereby invite sealed tenders for Supply, Installation, Upper Ground Fire Hydrant Line for at UTI ITSL Plot No.3, Sector 11 CBD Belapur, Navi Mumbai-400 614, as per the enclosed specification, list of materials and as per the terms and conditions spelt out in this notice. The first Part of the Tender will form the Earnest Money Deposit.

The second part will form the Technical Bid, overriding conditions and tender document duly signed and the third part will form the price bid. The rates should be valid 60 days. Also the rates should be inclusive of all taxes and duties.

**A. Submission of Tender:**

Tenders in sealed covers superscribing “**Tender for Supply, Installation of Upper Ground Fire Hydrant Line for UTI ITSL Plot No.3, Sector 11 CBD Belapur, Navi Mumbai-400 614**”, Technical Bid, Price Bid and EMD and quoting the reference number of the letter forwarding this notice should reach the office of, UTI ITSL latest by 3.00 p.m. on 09/03/2012.

- a) All entries in Tender document must be made in ENGLISH. It must be hand written in INK and must NOT be typed.

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*NOTE : 1) The contractor / tenderer means the person / the firm / the agency who is participating in the contract bid which shall also include their Legal Representatives, Successors, Hirers and Assignee of the firm.*

*Consultant means UTI Infrastructure Technology And Services Ltd. having their office at ground floor, UTI-Tower, Gn Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. Ph. No.66786000 Fax No. 66786005.*

*2) Engineer-in-charge means, the Engineer/ advisor/ consultants/ specialized agency/ person appointed by the UTI Infrastructure Technology And Services Ltd. who will be supervising the work, certifying the bill and who will also be responsible for the entire project.*

*3) For this work the Engineer-in-charge is Mr.N.C.Mazumdar.*

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- a) Only the Tender form issued by UTI ITSL should be used. Tender should be submitted as mentioned below:  
The Price schedule indicating "Work contract" price for the job quoted by you should be enclosed in one envelop which should be clearly marked in bold letters "Price schedule only"
- b) The portion of your tender dealing with technical data and overriding conditions if any should be enclosed in an second envelope which should be clearly marked as "Description of Equipment, Technical Data and Over riding Conditions".
- c) The earnest money deposit for the work should be enclosed in the third envelop which should be clearly marked as " Earnest money for superscribing **“Supply, Installation, Testing and Commissioning of UPPER GROUND at UTI ITSL Plot No.3,Sector 11 CBD Belapur, Navi Mumbai-400 614**
- d) On these three envelops the Name of the job and your firms name should be clearly indicated. All the three envelops should be properly sealed.
- e) The above three envelops containing different sections of your tender shall be enclosed in the cloth bound envelop. The same shall also be submitted duly sealed with all entries on the envelop filled in properly.
- f) As far as possible, corrections in the tender documents to be avoided. However in case of any corrections, the same should be authenticated by the person who is signing the Tender. Over writing on the tender document in not permitted.
- g) The Tender should be forwarded in the official letterhead of the tenderer.

The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) should be addressed to **The Company Secretary, UTI Infrastructure Technology And Services Ltd. (UTI ITSL), Ground floor, UTI-Tower, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051** and reach the office on or before date fixed and notified in the tender document.

- 4) The Tenders will not be received after the due date and the time fixed. However, if the UTI ITSL desires to extend the time limit, it will do so by informing all the tenderers either before the due date and time fixed for submission or after the due date and time.
- 5) In case the due date for submission / opening of the tender is declared as a public holiday in the State, (where the tender document is to be submitted), the time limit will be automatically changed to the next working day at the same time.

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- 6) In case, the tenderer does not wish to quote for the work, the same should be informed to UTI ITSL over letter / fax addressed to The Chief Executive Officer and Company Secretary on or before the due date of submission of the Tender. **The blank Tender also must be returned to the UTI ITSL.** The technical specification, design and all other contents of the tender documents are patent and the same should not be reproduced without the prior permission of the UTI ITSL. The payment made to UTI ITSL towards the cost of the tender document is not refundable.
- 7) UTI ITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer.
- 8) The tenderers are advised to hand over the duly filled tender directly to the office of The Company Secretary (UTI ITSL.) or ensure that the tender reaches the office before the due date fixed for submission of the tender.
- 9) The tenderers are requested to inspect the site of work and acquaint about the site conditions and rules and regulations before quoting the rates. For this, the officials of UTI ITSL may be contacted to make the arrangements.
- 10) The rate quoted should be inclusive of the cost of materials, labour, transportation, Sales Tax, Excise Duty, Cess, Sales Tax on works contract, VAT or any other expenditure that may be incurred during the course of work.
- 11) The tender should be submitted strictly as per the terms & conditions spelt out in the tender notice. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender may be considered as invalid/void.

## **B. Opening of the Tender:**

1. The sealed tenders will be opened in the presence of the authorised official of the UTI ITSL on the day as specified on the cover page.
2. Intending tenderers who wish to be present at the time of opening of tenders may be present at the office address as mentioned in page no. 3 on the day fixed for opening of the tender. Only the cover containing Earnest Money shall be opened first and the cover containing over riding conditions etc. shall be opened after opening the envelop of Earnest money. Without earnest money tender shall be rejected.

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3. The envelop containing the price bid would be opened after two – three days. Any vendor who wants revise the price bid would be able to revise the price in that period. The date of opening of the price bid would be conveyed to all the vendors accordingly. All the vendors should give their e- mail address/Phone numbers to convey the date for opening of the price bid.

C. **Acceptance of the tender :**

1. The rates quoted by the contractors should be valid as specified in the cover page.
2. UTI ITSL reserves the right to accept / reject summarily any / all tenders in whole or part thereof without assigning any reason whatsoever and also does not bind itself to accept the lowest or any other tender.
3. It will be open to UTI ITSL to negotiate the terms including the rates quoted with the lowest tenderer. The negotiated price by UTI ITSL will be the contract value and work order will be placed for the said amount.
4. The tenders for the work shall remain for acceptance for a period as specified on the cover page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
5. Each tenderer must submit an Earnest Money Deposit of **Rs.30,000.00** /- (**Rupees Thrity Thousand only**) in the form of a Demand Draft in favour of UTI Infrastructure Technology And Services Ltd. Payable at Mumbai drawn on any Nationalised bank (and which shall not bear any interest). The Demand Draft should be placed in a separate envelope along with the tender duly marked with details. No tender will be received with out EMD in separate cover. The EMD will not carry any interest. In case of failure on the part of the contractor for commencement of work / delay in execution of the project, the said amount will be forfeited.
6. The Earnest Money will be returned to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and will get converted as a part of Security Deposit for the due performance of the contract.
7. Earnest Money Deposit will be forfeited, if the contractor:
  - a. Revokes the tender or increases the earlier quoted rates within the validity period.
  - b. Refuse, delay to sign and execute the contract after tender is accepted.

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- c. Does not commence the work within the time specified in the letter of intent/work order or 7 days from the issue of such letter, whichever is later.
8. The tenders which do not fulfil any of the prescribed conditions will not be accepted.
9. Canvassing in connection with the tender is strictly prohibited.

**D. Execution of Work :**

1. The work should commence *within the period specified on the cover page* from the date of the receipt of work order or the date that may be indicated in the work order. Accordingly, date of commencement of the work will be reckoned from the day as specified in the cover page.
2. The work *should be completed as specified on the cover page calculated* from the date of commencement of the work or within the time limit that may be indicated in the purchase order.
3. Time allowed for SITC of the UPPER GROUND , as specified in tender, shall be the essence of the contract.
4. If the tenderer commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, UTI ITSL shall be entitled without prejudice to any other rights or remedies available may terminate / rescind the contract.
5. If the tenderer fails to complete the work within the stipulated time mentioned in the work order, the UTI ITSL will have liberty *to impose penalty @ 2 % of the total contract value per week* of delay subject to an overall limit of 10 %, without prejudice to other remedies available. The tenderer has to pay to UTI ITSL such amount that may fall short over the amount due to them, if any.
6. However, if UTI ITSL is convinced that the delay in work is beyond the circumstances created by the tenderer, they may award extension of the same to the extent they feel justified based on the request of the tenderer. In such case liquidated damages will be levied for the balance period, if any as provided as per the condition of the tender.
7. If the tenderer fails to supply the capacitors within the days as specified on the cover page from the date of receipt of intimation for supply of capacitors and / or the supplier fails to show progress in completion of work and UTI ITSL feels the work cannot be completed within the stipulated time, UTI ITSL will have the right to terminate the contract by **giving three days notice** to the supplier, at the full discretion of UTI ITSL and the decision of UTI ITSL will be

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final and binding. In case of termination of the contract, the payment if any, due to the supplier will be released only on completion of the entire project. The amount that may be spent for completion of the balance work will be recovered from the contractor. It will be the full discretion of UTI ITSL to carry out the balance work through any agency at any rate as per the specification.

8. All the *materials and workmanship* shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS/ISI codes and as per directions of the Engineer-in-charge.
9. The tenderers shall submit photocopies / originals of vouchers / challans etc., for verification of actual purchases of any material, if so, desired by the Engineer-in-charge.
10. The tenderer shall have to carry out testing of all materials brought on site at their own cost in any institute / laboratory / site of works as desired by the Engineer-in-charge. No extra claim will be entertained for such testing of materials.
11. As the work is to be carried out in occupied building where our Office is functioning. The Contractor shall keep in mind that the installation is to be carried out without disturbing the office work and with the prior approval and the with the consultation of Project Manager.
12. The Manager or his authorized representative. The work is to be carried out during office hours, after office, on Sundays/holidays for which nothing extra shall be paid.
14. The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. The rate quoted should be firm for the deviated quantities of work also.
15. The tenderer's workers will not be allowed to stay at the work site.
16. The tenderer or his workers can use the common facilities such as drinking water, toilet etc., provided at the premises. However, it should be ensured that the same should be kept in hygenic condition.
17. Water and Electricity as per the availability at site can be made use of by the contractor. If not available the contractor has to arrange it on his own.
18. In case of any damage to the existing structure, the tenderer should rectify the same free of cost up to the satisfaction of the Engineer-in Charge.

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UTI ITSL will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification.

19. The tenderer should protect the work till its completion and handing over against any possible damage, theft, scratches, etc.
20. The tenderer has to make arrangements for cleaning the work site every day and on completion of the work from the work area at his cost.
21. The tenderer should provide samples of the materials for approval of UTI ITSL and the samples will be kept in the custody of the Engineer-in-charge.
22. Wherever possible the work has to be carried out at the factory of the contractor and the same to be transported to the site.
23. The tenderer should make necessary arrangement for inspection of the items made at his factory / work place by the Engineer-in-charge. The tenderer should complete fabrication and other works at factory and only assembling work and the finishing may be carried out at the site.
24. The tenderer should abide by the rules and regulations for the premises especially on the working hours, entry to the workers to the premises, interpersonal relation with the staff members and other agencies engaged at the site.
25. The tenderer should make necessary arrangement for covering of all the furniture items/ records, if any of the client with cover / cloth during the course of work.
26. The tenderer should arrange a qualified (minimum diploma holder) supervisor at site during the course of the entire work. **The tenderer should arrange a supervisor at site during the course of the entire work.** The tenderer should not change the supervisor till completion of the work. The supervisor should be available at site when the work is in progress.
27. Any damage / loss to UTI ITSL will be rectified at the cost & risk of the contractor.
28. The workmanship should be of high quality / standard and the decision of the Engineer- in-charge / Consultant shall be final in the regards.
29. The tenderer should not apply primer / putty work / paint or any other finishing material before inspection and certification of the wood work by the Engineer – in – Charge.
30. The tenderer should not engage any person prohibited by the law for execution of the job.
31. The tenderer should carry out the work strictly as per the specification and as directed by the Engineer-in- Charge.

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32. All the materials proposed to be used should have the approval of UTI ITSL. The Components used should be of reputed make only.
33. The materials required for the work **should be purchased only from the manufactures directly or from the approved dealers.** Confirmation for the same may be submitted if so desired.
34. The tenderer should strictly follow the approved colour scheme. The colour scheme will be intimated to the contractor within a week from the date of issue of the work order. However UTI ITSL has the liberty to make any other modifications as per requirements.
35. The dismantled material / debris should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at his own cost.
36. The tenderer should make his own arrangement for storage of materials. UTI ITSL may provide some space subject to availability (uncovered) within the premises for storage purpose. Materials only as per requirement are to be stored at site. Security for the material such stood/lying at site will be arranged by the contractor.
37. Any damage / loss will be rectified at the cost & risk of the tenderer.
38. The tenderer has to maintain a book for instructions from the Engineer-in-charge.

**E. Payments:**

1. No advance will be paid.

The billing is to be done in the name of the client as specified on page 3 in the beginning paragraph of Tender notice.

2. Only one bill will be acceptable for the work executed on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other Statutory deduction and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the bills.
3. 10% of the value of each running bill will be deducted as Retention Money / Security Deposit.
4. The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements.
5. The Security Deposit will be refunded after the defect liability period of *12months*.

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6. Income Tax, Sales Tax on Work Contract, VAT, Cess and / or any other Statutory deductions as per the prevailing rules at the time of execution will be deducted from the payable amount for which certificate will be issued in favour of the tenderer.
7. Tenderer will not be entitled to any interest on Retention Money or any Running account bill money for the time it will remain with the UTI ITSL/Client.
8. The items of works as well as the approximate quantities against these items as given in the schedule of ***quantities and the same should not be considered precise quantity of works to be carried out***. The tenderer shall be paid on the basis of the actual quantity of completed work as per the provisions of the contract and as per the specifications.
9. It is possible that certain extra items of work may come up during the course of work. The payment for such items will be made based on Engineering/Market rate analysis. A component of 15% on the cost of material (actual purchase cost / market price without any wastage) and labour will be considered as tenderers profit and other overheads.

**F. Escalation:**

1. ***No escalation*** in rate shall be paid for the works carried out.
2. No claim on account of fluctuation of rates of material and labour will be entertained during the course of work – (from the date of acceptance of the Tender till issue of completion certificate).

**G. Defect Liability Period:**

1. Defect Liability Period as per the terms of the contract is *12 months* from the date of virtual completion of the work. The work will be considered as virtually completed only when the tenderer completes the entire work as per the specification and joint inspection of work by the Engineer-in-charge and tenderer.
2. The ***Security Deposit*** will be refunded only after the defect liability period of *12 months* and rectification of the defects occurred whether pointed out in inviting or not. It will be the duty of the contractor to inspect the site for defects and rectify the defects within the defect liability period.
3. During the course of Defect Liability Period the tenderer has to rectify all the defects, if any, noticed free of charge.
4. In case the tenderer fails to attend the rectification work within 7 days of reporting the same in writing, UTI ITSL will have the liberty to carry out the said work through some other

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contractor at the cost & risk of the tenderer. Such expenditure incurred to the client will be recovered from the Security Deposit. In case any expenditure incurred is more than the Security Deposit, the tenderer should pay the difference that may fall short.

5. While carrying out the rectification work, the tenderer should ensure that the surroundings should be protected against any possible damage. In case of any damage, the same should be made good by the tenderer.

#### **H Statutory obligations to be followed:**

1. The tenderer should ensure adherence of all statutory requirements under the State and Central Rules in force and other local bodies for smooth and timely completion without any additional cost.
2. The tenderer shall comply with the provisions of all the rules and regulation in respect of labours engaged at site (such as Contract Labour {Regulation & Abolition} Act, 1970, Minimum Wages Act, Apprentice Act and all other labour laws as may be enforced from time to time by the Government Authorities) for execution of work, procurement of material for completion of the entire project. UTI ITSL shall not be held responsible for any penalty on failure of any of the labour regulations or on failure of any compliance of any rule in force.
3. The tenderer shall strictly comply with the provision of Sales Tax (both State & Central), Excise Duty, etc. All the duties / taxes with respect to the work should be borne and paid by the tenderer himself. UTI ITSL shall not be responsible for any payment/ penalty on this account at any stage.
4. The goods are manufactured at the tenderers office / site, the tenderer has to pay Central Excise and he has to produce Excise Invoice Copy for removal of goods from the manufacturing site. In case the goods are manufactured or produced at the site then Excise Invoice showing that the Central Excise has been paid should be submitted to UTI ITSL.
5. The tenderer should submit a statement confirming that all duties / taxes of every nature covered under the contract have been paid and the tenderer shall indemnify the UTI ITSL against all claims in that behalf.
6. The tenderer should ensure adherence of all the requirements under the State and Central Rules in force.
7. The tenderers should submit an affidavit / Declaration on payment of Central Excise as per the enclosed format.

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8. The tenderer should also submit when required, a copy of the declaration filed with the Central Excise for the last financial year.
9. The tenderers are required to take *Contractor's All risk insurance policies* (CAR Policies) with respect to the work within one week from the receipt of the work order and the workmen with an approved Indian Insurance Company in the joint name of UTI ITSL and the Tenderer from the day of commencement of work till the defect liability period.
10. The value of the work to be insured would be 125% of the contract value.
11. The CAR policies should have additional coverage under 3<sup>rd</sup> party liabilities and maintenance period. The liabilities should be one lakh rupees per accident and the number of accidents should be infinity. The maintenance period shall be the defect liability period as per the terms of the contract. The photocopies of the premium receipt and the policies should be submitted to UTI ITSL.
12. The tenderer has also to insure their workers under Workman's compensation Act- 1923.
13. UTI ITSL will have the right to protect its interest either by taking insurance directly or by any action that may deem fit on account of the tenderer and recover the same from the tenderer incase the tenderer fail to do so.

**I. Responsibilities of the tenderer :**

1. The tenderer should enter into an agreement as per the articles of agreement on stamp paper attached with this notice within 7 days of issue of acceptance of the tender.
2. The tenderer shall not sublet the work without written approval from UTI ITSL.
3. The tenderer should co-ordinate with all the other contractors for execution of the project.
4. The tenderer should set out the layout at site before commencement of work and obtain approval to the same from UTI ITSL.
5. The tenderer should clear the site within 7 days of virtual completion of work of all material not paid for.
6. The tenderer should take adequate precaution against fire hazard at site. The tenderer should ensure that all fire safety measures are taken during execution and that the work carried out is as per the fire safety norms of the local Fire office.
7. The tenderer should arrange scaffoldings / ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.

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8. The tenderer should submit rate analysis for the extra/deviated items of work before commencement of the work.
  9. The tenderer should submit samples of the material proposed to be used for the approval of UTI ITSL.
  12. The tenderer should prepare mock-up of the items for the approval of the UTI ITSL and as per the advice of UTI ITSL, the contractor has to modify the mock-up samples till it meets with the approval of the UTI ITSL. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.
  13. In case the tenderer is a partnership firm, any change in the constitution of the firm shall take place only with the prior approval of UTI ITSL during the contract period.
  14. The tenderer should submit shop drawings for all the items for the approval of UTI ITSL before execution of each item of work.
  15. The tenderer should remove the rejected work / materials immediately on receipt of instruction to do so.
  16. The tenderer has to ensure safety of the premises and the work till handing over of the same to UTI ITSL.
  18. All disputes/ differences, if any, arising between the parties out of or relating to the works, meaning or operation or effect of this Contract or the breach thereof will be settled by two Arbitrators, one each appointed by the tenderer and UTI ITSL in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on both the parties.
- The special conditions annexed with this notice has to be strictly followed.
  - This notice shall form part of the contract.

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**UTI Infrastructure Technology And Services Ltd.**

<b>Name of the work</b>	<b>Tender for Supply, Installation, Testing and Commissioning of UPPER GROUND at UTI ITSL Plot No.3, Sector 11 CBD Belapur Navi Mumbai-400 614.</b>
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<b>Summary</b>		
Time of Completion	<b>Four weeks</b>	from the date of purchase order
Date of Commencement of work	Within 3 days from the date of issue of work order	
Liquidated damages	2 % of the total contract value per week subject to the maximum of 10% of the contract value	
Minimum Value of work for interim certificate	Not Applicable	
Validity of the offer	90 days from the date of opening the tender.	
Security Deposit (Retention money)	10 % of total value of work done. 5 % will be released at the time of full and final payment and 5 % after defect liability period of one year.	
Sales Tax, Excise duty, Royalty, Octroi, Work contract tax or any other statutory levies / Taxes / Cess.	To be entirely borne by the Contractor. The amount quoted shall be inclusive of all the taxes, VAT, duties and levies valid for the entire contract period. The rates to be all-inclusive.	
Insurance policy	1.CAR policy with value of 125% of the contract value 2. Third Party Insurance – Rs.1 Lac per accident and no. of accidents infinite.	
Defects Liability Period	12 (Twelve) months from the date of virtual completion / handing over.	
Terms of Payment	1. No advance 2. Only One bill will be accepted after completion of the works. 3. Settlement of Interim bill within 15 days Final Bill settlement within 45 days from the date of proper submission and verification of measurements	
Deductions	Income Tax at source as per Income Tax Rules Sales Tax / Works Contract Tax/ Commercial Tax / service tax as applicable in the statement. Cess applicable as per the local rules Any other Levy/Cess/Tax to be deducted at source by law.	
Extra / Additional work	15% of the cost of material and labour towards overheads and profit.	

Contractor's Signature

Seal

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**I / We hereby agree and accept the above terms and conditions.**

(Seal)

For (Name and address of the Contractor)

Signature of the Tenderer

For (Name of the Contractor and Designation)

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### Annexure-I

**(On Rs.100/- non-judicial stamp paper by the successful bidder)**

From: The Contractor

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We refer to the tender dated \_\_\_\_\_ for \_\_\_\_\_ at the premises at  
\_\_\_\_\_

\_\_\_\_\_. We hereby confirm that we have complied with all formalities in the performance of our Contract for the supply of goods and services under all statutes governing the same, Central, State or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

Yours truly,

**Date :** \_\_\_\_\_

**SIGNATURE OF CONTRACTOR  
WITH RUBBER STAMP**

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**Annexure - II**  
**(On Rs.100/- non-judicial stamp paper by the successful bidder)**

From: The Contractor

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We / I refer to the tender / contract dated \_\_\_\_\_ for supply of goods and services to you at your premises at \_\_\_\_\_. We / I advise that, we / I are / am covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us / me on the goods and services supplied to you. We / I further confirm that we / I have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statutes governing the same, Central, State or local.

We / I undertake that if any taxes and duties including sale tax and Excise duty in respect of goods and services supplied to you by us / me is payable, the responsibility of paying the same shall be our / mine.

We / I agree to Indemnify and keep you Indemnified against any claim or demand and all loss, cost, charges and expenses incurred and suffered by you as a result of any claim being made by any person in respect of our / my obligation under the said tender / contract for payment of taxes, duties or otherwise.

Yours truly,

**Date:** \_\_\_\_\_

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

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## ARTICLES OF AGREEMENT

**(On Rs.100/- non-judicial stamp paper by the successful bidder)**

ARTICLES OF AGREEMENT made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, 2005 between UTI Asset Management Company Pvt. Ltd having its Registered Office at UTI Tower, Bandra – Kurla Complex, Bandra (E), Mumbai –400 051 (hereinafter called the ‘Consultant’ of the one part) and \_\_\_\_\_ (name and address of the contractor) (hereinafter called the ‘Contractor’ of the other part).

WHEREAS the consultant is desirous of carrying \_\_\_\_\_ at UTI Tower for UTI Asset Management Company Pvt. Limited at UTI Tower, Bandra – Kurla Complex, Bandra (E), Mumbai –400 051. hereinafter called ‘The Work’, and has prepared drawings/specifications the Schedule of Quantities.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (hereinafter referred to as the ‘the said conditions’) the works shown upon the said drawings and/or described in the said specifications and included in the said Abstract Schedule of Quantities at the item rates therein set forth amounting to the contract sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) hereinafter referred to as ‘the said contract amount’.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings or described in the Specifications and / or the priced Schedule of Quantities.
2. UTI ITSL shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions.
3. The said conditions and appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreement on their part respectively in such conditions contained.
4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Mumbai and only the Courts in Mumbai, shall have jurisdiction to determine the same.
5. This Contract comprises:
  - (i) Tender documents serial pages \_\_\_\_ to \_\_\_\_\_.
  - (ii) Subsequent correspondence:
    - (a) Letter no. - \_\_\_\_\_
6. Only \_\_\_\_\_ (\_\_\_\_\_) alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed by the Contractor and The Company Secretary / official otherwise designated by Chief Executive Officer of UTI

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Infrastructure And Services Limited, the said officer is hereby authorized to sign and initial the documents on behalf of the **UTI Infrastructure Technology And Services Limited**, the document forming part of this contract.

7. IN WITNESS WHEREOF THE official seal of the UTI Infrastructure Technology And Services Limited, was thereto affixed on its behalf by The Company Secretary /official otherwise designated by Chief Executive Officer and the Contractor/s has / have signed this Agreement on the dates respectively mentioned against their signatures in the presence of the following witnesses.

Signed by the Contractor:

Signature: \_\_\_\_\_

Date:

In the presence of:

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Date:

For and on behalf of  
UTI Infrastructure Technology And Services Ltd.

Signed by -----

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Date:

In Presence of:

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

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**UTI Infrastructure Technology And Services Ltd.**

<b>Name of the work</b>	<b>Tender for Supply, Installation, Testing and Commissioning of Upper Ground Fire Hydrant Line for UTI ITSL Plot No.3,Sector -11,CBD Belapur Navi Mumbai -400 614</b>
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**Special conditions of the contract**

- 1. UTI ITSL's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if any discovered in the drawing and specifications, UTI ITSL's interpretation shall be final and without appeal.**
2. For the design and other details mentioned in the entire document UTI ITSL alone has the patent right.
3. The contractor shall take the prior approval from UTI ITSL for subletting the job even if the same is to a specialised agency.
4. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.
5. The contractor has to make necessary arrangement for internal lighting at the site.
6. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
7. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.

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**Technical Specifications for UPPER GROUND FIRE HYDRANT LINE**

**TECHNICAL SPECIFICATION SHOULD BE FURNISHED WITH THE OFFER:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Pipe – Make or Class.</b>	<b>Landing Valve</b>	<b>Remarks</b>
1.	Make			
2.	Approved by ISI			
3.	Warranty			
4.	IS specification			
5.	Class of pipe			
6.	Other			

Contractor's Signature

Seal

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**UTI Infrastructure Technology And Services Ltd.**

<b>Name of the work</b>	<b>Tender for Supply, Installation, Testing and Commissioning of Upper Ground Fire Hydrant Line for UTI ITSL Plot No.3,Sector 11,CBD Belapur Navi Mumbai-400 614</b>
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**PREAMBLE TO THE BILL OF QUANTITIES**

The work of Supply, installation, testing and commissioning of UPPER GROUND System for UTI ITSL is to be carried out at UTI Tower, Plot No.3, Sector 11, CBD Belapur Navi Mumbai-400 614. The quality of work proposed should have *the best* workmanship. The contractor should ensure that only the first quality materials mentioned in the list of material is purchased for the project. While quoting the contractor should consider the civil job if any to be carried out at site.

1. The work should be carried out in such a way that the structure is not damaged.
2. Any difference / discrepancies in the specification should be clarified with the Engineer in charge before submitting the tender. The Engineer in charge will have the liberty to modify the specification to a reasonable limit to suit the basic concept during the course of work; the tenderer should carry out such work with out any extra cost.
3. In case of any major modification such items will be considered as extra items. Payment for such items will be paid based on the Engineering rate / Market rate analysis. **15% of the total cost of material and labour** will be considered as **tenderers profit**.
4. The contractor should co-ordinate with the other contractors employed at the site for smooth flow of work.

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**Replacement of Under Ground Fire Hydrant Line with ABOVE GROUND PIPING/ Upper Ground.**

**Bill of Quantities**

Sr. No	Description	Qty.	Unit	Rate	Amount
<b>A</b>	<b>Fire Hydrant Line (Upper Ground)</b>				
01	Providing, Laying, Testing and commissioning of the following sizes of pipe conforming <b>GI pipe C Class (heavy duty) ISI- 1239</b> Make with including all fittings (tees, elbow, reducers, flanges, rubber gasket, I nuts, bolts, washers.), welding & wall clamping. Providing two coat of <b>synthetic enamel paint</b> (Fire approved) coat of primer prior to application of primer the surface, should be cleaned for any dart, rusts, rough, substance etc (The piping will be provided with necessary steel brackets and hardware for fixing on walls/slabs and with cement concrete blocks as supports where ever applicable Spacing between pipe supports shall be 2.5 meter. Rate shall be inclusive of making holes in RCC floor/wall cutting the reinforcements etc. for taking pipe and finishing the same after laying of the pipe. The exposed piping shall be painted with scarlet red enamel paint over two coats of zinc chromate primer)	370 (150 dia)	RMTS		
02	Providing, Laying, Testing and commissioning of the following sizes of pipe conforming, with <b>GI pipe C Class (heavy duty) ISI- 1239</b> Make with including all fittings (tees, elbow, reducers, flanges, rubber gasket, I nuts, bolts, washers.), welding & wall clamping. Providing two coat of <b>synthetic enamel paint</b> (Fire approved) coat of primer prior to application of primer the surface, should be cleaned for any dart, rusts, rough, substance etc. (The piping will be provided with necessary steel brackets and hardware for fixing on walls/slabs and with cement concrete blocks as supports where ever applicable Spacing between pipe supports shall be 2.5 meter. Rate shall be inclusive of making holes in RCC floor/wall cutting the reinforcements etc. for taking pipe and finishing the same after laying of the pipe. The exposed piping shall be painted with scarlet red enamel paint over two coats of zinc chromate primer)	24 (100 dia.)	RMTS		

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03	Providing, Laying ,Testing and commissioning of the following sizes of pipe conforming,, <b>Upper Ground</b> piping with <b>warping coating GI pipe C Class (heavy duty) ISI- 1239</b> Make with including all fittings (tees, elbow, reducers, flanges, rubber gasket, I nuts, bolts, washers.), welding & wall clamping.( <b>For hydrant post:-</b> Providing two coast of <b>synthetic enamel paint</b> (Fire approved) coat of primer prior to application of primer the surface, should be cleaned for any dart, rusts, rough, substance etc	24 (80 dia)	RMTS		
04	<b>Landing Valve Single Outlet-</b> {(63mm Single Outlet Landing Valve Type A, ISI Marked, having 75mm NB inlet, 200mm OD, 160mm PCD & 63mm Female Inst. Outlet.)} (IS – 5290. Make :- Minim ax / Safe Guard)	01	Nos.		
05	<b>Approval from Fire Department</b> for upper ground. Responsibility of Vender.				
<b>Total (Fire Hydrant Line (Upper Ground))</b>					

(In words) Rs.

**\*Note: - All equipments need ISI Mark only.**

Note:-

1. The rate should include all the taxes.
2. Rate validity for 90 days.
3. Warranty for 1 year.
4. Like fittings including - tees, elbow, reducers, flanges, rubber gasket, I nuts, bolts, washers.
5. Approval of new work (Upper hydrant Line) carried out by vender. He also gives approval from fire department.( Navi Mumbai)
6. Inclosing of civil in scope of vender.
7. **All equipments need ISI/ Pipe - Jindel Mark only.**

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

Contractor's Signature

Seal

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**UTI Infrastructure Technology And Services Ltd.**

<b>Name of the work</b>	<b>Tender for Supply, Installation, Testing and Commissioning of Upper Ground Fire Hydrant Line for UTI ITSL Plot No.3,Sector 11,CBD Belapur Navi Mumbai-400 614</b>
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Confirmation of Acceptance of Tender terms and conditions

(To be signed by the bidder and enclosed along with their offer in a separate envelope)

We have studied the terms and conditions of Tender Enquiry excluding General and Special terms and conditions, the specifications, lay-out drawings, Schedule of Quantities, Commercial terms and conditions, Approved Makes, etc.

We are accepting all terms and conditions of the Tender without any deviation.

Offer with any deviations from the Tender Enquiry are likely to be rejected.

We also understand that the order / s will be placed in the name of principals only and not in the name of their dealer/s. Our quotation is based on the above.

**Date:** \_\_\_\_\_

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

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**DECLARATION**

**I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.**

**I / We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.**

**I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.**

**Date:** \_\_\_\_\_

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**