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Issued to M/s. _____

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD. MUMBAI

Address: UTI Tower, 'Gn' Block, BandraKurla Complex, Bandra (E), Mumbai – 400 051
 Tel No: 022 26547615 / 7616
 Fax: 022 26547626 / 7627

CIN- U65991MH1993GOI072051

FINANCIAL BID

Name of work:

Providing and Installation of the external signage work for UTI Infrastructure Technology And Services Limited Branchat North Zone State Of Rajasthan , Utter Pradesh , Uttarakhad, Haryana , Himachalya Pradesh and New Delhi

Estimate Amount : Rs 13,75,000.00

Last date of submission of e-tender : By 03.00 p.m. on 20/01/2020.

Date of opening of the e-Tender (Financial Bid) : Will be communicated at a later stage

Venue of the submission of Envelope I and II : The Deputy Vice President,
 UTI Infrastructure Technology And Services Ltd.
 UTI Tower, 'Gn' Block, BandraKurla Complex, Bandra (E), Mumbai – 400 051

Validity of Tender from the date of opening : 90 days

Time of commencement : 7 days from the date of work order

Stipulated period of Completion : Within 90days from the date of work order.

Documents to be provided :

- i) CAR Policy and Workmen Compensation policy during the contract Period from approved Insurance Co within 5 days from the date of work order & Fire Policy for the period of one year from the date of completion of the Works
- ii) Indemnity regarding Central Excise Payments Plus Agreement within 7 days from the Date of work order

Earnest Money Deposit : Rs.28000.00 .00 (Rupees Twenty Eight Thousands only) in the form of DD in favour of "UTI Infrastructure Technology And Services Limited" Payable at Mumbai

Contractor's Signature

Seal

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UTI Infrastructure Technology And Services Ltd.

TENDER NOTICE

- 1.0 UTI Infrastructure Technology And Services Limited invites E- tender in Two Bid System from the Authorized Convertor of 3m India Limited Convertor (**Technical Bid and Financial Bid**) for the work as indicated in the title page 1, as per the enclosed schedule of quantities, specification, list of materials and as per the terms and conditions stipulated herein
- 1.1 Interested eligible candidates may obtain further information and inspect the web site www.tenderwizard.com/UTIITSL/ UTI Infrastructure Technology and Services Limited , Gn Block , BandraKurlaComplex , Bandra East , Mumbai 400 051 .
- 1.2 Prices quoted should be net, inclusive of all taxes, cost of material, labour, loading, unloading, transport & scaffolding etc., complete but excluding GST under GST LAW and shall remain valid for the period as mentioned on cover page no.1.
- 1.4 Tender documents EMD and Technical Bid are to be enclosed in plain envelopes, sealed, marked with Tender name and reference number as described in detail under 'Instructions' and deposited in the Tender Box at the specified location on or before the last date, and time as mentioned on title page no. 1
- 1.5 Tenders will be opened at the stipulated time as mentioned on title page no. 1 in the presence of the tenderers or their representatives who choose to attend.

For and on behalf of UTIITSL

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INSTRUCTIONS REGARDING SUBMISSION, OPENING AND ACCEPTANCE OF TENDER

2. Submission of Tender :

2.1 **Envelope No. 1 (EMD) and Envelope No. 2 (Technical Bid) should be put in Envelope No. 3 and submit the same to office address as mentioned on page No.1 superscribing the name of work. The financial bid strictly to be uploaded through E –Tender only. Physical Financial Bid will not be accepted.**

2.2 All entries in Tender document must be made in ENGLISH. It must be hand written in INK and must NOT be typed. The rate column to be filled in both figures and words against each item. Amount column to be filled for each item and the total amount for each trade / part to be given.

2.3 Only the Tender form issued by UTIITSL should be used. The tender document should not be changed or altered in any way and the original tenders as issued by UTIITSL would form the reference in all cases.

2.4 Earnest Money Deposit (EMD) accompanying the tender will be accepted only in the form of Demand Draft/Pay Order/Banker's Cheque of any Nationalized Bank/Approved Scheduled Bank drawn in favour of "**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED**" payable at "**Mumbai**". Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the UTI ITSL. **Those who are submitting MSME / NSIC certificate, rules of MSME / NSIC is applicable.**

For successful bidder who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the of contract value for the period of one year have to be submitted within 7 days from the date of work order

The successful bidder also has to submit Performance Bank Guarantee of 5 % of the Estimated value for the period of One Year within 7 days from the date of the work order. For the period of One year

2.5 The Tender should be forwarded on the official letterhead of the tenderer.

2.6 Envelope No. 1 marked as a (EMD) and Envelope No. 2 marked as a (Technical Bid) should be put in Envelope No. 3 superscribing the name of work of External signage work for the UTI Infrastructure Technology And Services Limited , "**North Zone State Rajasthan , Utter Pradesh , Uttarakhand , Punjab , Haryana , Himachalya Pradesh and New Delhi**"

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**The Deputy Vice President,
UTI Infrastructure Technology And Services Limited
UTITower, 'Gn'Block
BandraKurlaComlex, Bandra East
Mumbai– 400 051**

- 2.7 Tenders will not be received/accepted after the due date and the time fixed. However, if the UTIITSL desires to extend the time limit, it will do so by informing through e tender portal /electronic media.
- 2.8 In case the due date for submission / opening of the tender is declared as a public holiday in the place where the tender is to be submitted the time limit will be automatically extended to the next working day at the same time unless otherwise specified.
- 2.9 UTIITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer
- 2.10 The tenderers are advised to drop the tender in tender box kept in the office of UTIITSL as mentioned on cover page 1 or ensure that the tender reaches the office before the due date and before Time.
- 2.11 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 UTIITSL may be contacted to make the arrangements.
- 2.12 **The rate quoted should be inclusive of all taxes, the cost of materials, labour, transportation, loading, un loading, scaffolding etc., but excluding GST. The contractor should submit the invoice showing taxes under GST Law separately on the invoice. However, the amount of GST shown on the invoice will be released only after GST credit is received by UTIITSL in Electronic Ledger maintained on the GSTN Portal**
- 2.13 The tender should be submitted strictly as per the terms & conditions spelt out in the tender. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender shall be considered as invalid/void. Incomplete tenders are liable to be rejected.

3 Opening of Tenders:

- 3.1 The sealed tenders of EMD and Technical Bid will be opened by the designated Tender Opening Committee at the specified time and place in the presence of the contractors or their representatives who are present.

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- 3.2 Intending tenderers who wish to be present at the time of opening of tenders may be present at the office address as mentioned on title page 1 on the date and time fixed for opening of the tender.
- 3.3 The tender of EMD and Technical Bid shall also be opened through On Line , as per the E- Tender procedure by the tender opening committee.
- 3.4 The tenderers who are not qualified in the Technical bid would be summarily rejected.
- 3.5 The financial bids for only those tenderers, who qualify in the pre-qualification, would be opened **by a Committee constituted by** UTI ITSL. The date for opening of the financial bid will be intimated to the bidder at the address given by him through letter **or email only**.

4 **ACCEPTANCE OF TENDER:**

- 4.1. UTIITSL reserves the right to accept or reject any tender in whole or part and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract/ Work Order, without incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action
- 4.2 Tender shall remain valid for acceptance for a period of 60 days from the date of opening the tender. This period may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.

5. **EARNEST MONEY DEPOSIT (EMD) :**

The original instrument (without depositing) submitted as EMD by the unsuccessful tenderers will be returned after placing the work order on L1 vendor.

The Earnest Money Deposit of the successful tenderer will be retained and will be refunded without any interest after completion of the work.

Earnest Money Deposit will be forfeited, if the contractor:

- a. Revokes the tender or stipulates any condition/s.
- b. Refuses /delays to sign and execute the agreement/ contract after the tender is accepted.
- c. Does not commence the work within the time specified in the work order.

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- d. Does not submit the Articles of Agreement, Indemnity for payment of taxes, Contractors all risk Policy and Workmen Compensation Policy within 7 days as stipulated in the tender.

6. **REJECTION OF TENDERS:**

The tenders will be liable to be rejected:

1. If the tenderer does not quote for any item/sub-item in the tender.
2. If the tenderer fails to countersign each and every correction in the rate(s).
3. If the tenderer is not empanelled with (UTIITSL)
4. If the tenderer does not meet the eligibility criteria or is barred from participation.
5. If the tenderer proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever.

7. **DOCUMENTS TO BE SUBMITTED ON ISSUE OF WORK ORDER**

7.1 The tenderer whose tender has been accepted will be issued a Work Order. This "Work Order" will state the "Contract Price" that the **Client** will pay to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed in the Contract.

7.2 Within 7 days of receipt of Work Order the successful tenderer will sign the Articles of Agreement and Indemnity for payment of taxes and duties and return the same to the UTIITSL.

7.3 Within 7 days after receipt of the Work Order, the successful tenderer shall deliver to the Consultant/Client, Contractor's All risk policy and Workmen's compensation policy as stipulated in the Appendix to Conditions of Contract and Tender documents.

8. **CANCELLATION OF TENDER**

8.1 Canvassing in connection with the tender is strictly prohibited. Failure of the successful tenderer to comply with the requirements of Clauses 7.2 and 7.3 shall constitute sufficient grounds for cancellation of the contract and forfeiture of the EMD.

8.2 A tenderer who gives false information in the tender document about qualification and experience or who refuses to enter into a contract after notification of contract award shall be debarred from participating in future tenders apart from other actions as per Contract and as per law.

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9 CORRUPT AND FRAUDULENT PRACTICES

Client/Consultant requires that tenderers to observe the highest standards of ethics during procurement process and execution of contracts.

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CONDITIONS OF CONTRACT

10. DEFINITIONS

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“EMPLOYER means” UTI Infrastructure Technology And Services Limited Corporate Office at “UTIITSL Tower” , Sector 11 , Plot No 3 , CBD Belapur , Navi Mumbai – 400 614 .

- **“Bill of Quantities”** means the price and completed Bill of Quantities forming part of the tender.
- **“The Contract”** means the Articles of Agreement/ Work Order/ Tender Documents/ All correspondence/ Specifications and any other correspondence from issue of tender to award of work, entered into between the Employer/UTIITSL and Contractor,
- **“The Contractor”** refers to the person or corporate body including, Successors, Heirs and Assignee of the firm whose tender to carry out the Works has been accepted.
- **“The Contract Price”** is the price stated in the Work Order and thereafter as adjusted in accordance with the provisions of the Contract.
- **“Days”** are calendar days, "Weeks" are of seven days, **“Months”** are calendar months.
- **“A Defect”** is any part of the Works not completed in accordance with the Contract.
- **“The Defects Liability Period”** is the period named in the Contract and as defined in Clause 29 of the tender conditions..
- **“Detailed Drawings”** include calculation and other information as approved by the Client/Consultant for the execution of the Contract.
- **“The Completion Date”** is the date on which it is stipulated that the Contractor shall complete the Works.

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- **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- **“Project Manager”** is the person named in the work order who is responsible for supervising and execution of the Works at site.
- **“Site”** is the premises defined in Page No. 1
- **“Specifications”** means the Specifications of the Works included in the Contract. Any modification or addition to the said specification would be as approved by the Client/Consultant.
- **“Start Date”** is the date as brought out in the Work Order.
- **“A Subcontractor”** is a person or corporate body who has a Contract with the Contractor only to carry out a part of the Work in the Contract, which includes Work on the Site.
- **“Temporary works”** are works designed, constructed, installed, and removed by the Contractor which are needed for carrying out the Works.
- **“A Variation”** is an instruction given by the Project Manager under prior intimation and approval of Consultant/Client for variation in the work.
- **“The Works” to be carried out by the Contractor as specified in the BOQ and detailed drawings.**

11. INTERPRETATION

- 11.1 In interpreting these conditions of contract, words have their normal meaning in English Language unless specifically designed.

The following documents shall constitute the Contract documents:

1. Articles of Agreement
2. Indemnity
3. Work Order
4. Tender Document
5. All correspondence/ Specifications & Drawings

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6. Any other correspondence from issue of tender to award of work,

11.2 Contractor's Tender, including priced Bill of Quantities, conditions of Contract (CC), Appendix to CC, Special Conditions, Specifications, Drawings and all correspondence from opening of Tender till Issue of Work Order and any other document listed in the tender and in case of any ambiguity or contradiction between the different parts, shall be interpreted in the following order of precedence;

1. Articles of Agreement
2. Indemnity regarding payment of statutory deduction
3. Work Order
4. Special Conditions
5. Conditions of Contract
6. Bill of Quantities
7. Specifications
8. Detailed Drawings
9. Other drawings

12. **LANGUAGE**

Language of the Contract shall be English.

13. **COMMUNICATIONS**

Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

14. **SUB-CONTRACTING**

Sub-contracting or subletting of the work is strictly prohibited. However wherever the contract specifies certain works to be carried out by specialized agencies, the Contractor may sub-contract with the prior approval of the Consultant/Client, but may not assign the Contract. Sub-contracting shall not alter the Contractor's obligations.

15. **OTHER CONTRACTORS**

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The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc.under intimation to the Consultant or Client.

16. **THE WORKS**

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Workcommencement date will be considered as per the date mentioned in the Work Order only.

17 **SAFETY AND TEMPORARY WORKS**

17.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

17.2 All drawings prepared by the Contractor for the execution of the temporary works, shall be subject to prior approval by the Consultant/Clientbefore they canbe used.

17.3 The Contractor shall be responsible for the safety of all activities and resources deployed on the Site.

17.4 The contractor shall submit the BAR CHART & MATERIAL PROCUREMENT CHART within 7 days of the date of work order.

18 **WORK PROGRAM**

The Contractor shall submit to the Project Manager,Weekly Progress Report as per the prescribed format.

19 **VIRTUAL COMPLETION OF WORK;**

The work will be considered as virtually completed only when the Contractor completes the entire work in accordance with the drawings and specifications and after joint inspection of work by the Project Manager and Contractor. The Project Manager after satisfying himself shall thereupon approve the virtual completion date and handover the completed site to the Consultantor Client/ such other communication whichever is later.

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20. **ACCESS TO SITE**

- 20.1 The Project Manager / any official of Consultant will have access to the site at all times.
- 20.2 The contractor will not restrict other agencies from accessing the site for related works under intimation to UTIITSL.

21 **INSTRUCTIONS**

- 21.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.
- 21.2 The contractor has to maintain a site order book for instructions from the inspecting officer.

22 **EXTENSION OR ACCELERATION OF COMPLETION DATE**

- 22.1 At every stage Contractor shall make all attempts to achieve the desired progress and complete the work on time. When events occur which are beyond the control of the contractor, on a request received from the Contractor regarding extension of time to the extent justified should be taken from the Project Manager. In such cases liquidated damages will be levied on the Contractor for the balance period, if any.

23 **QUALITY**

- 23.1 The contractor should carry out the work strictly as per the tender specification.
- 23.2 All the materials and workmanship shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS codes..
- 23.3 The materials required for the work should be purchased only from the manufacturers directly or from the approved dealers. Confirmation for the same will be required to be submitted to the Project Manager on demand.
- 23.4 The contractor shall submit original vouchers / challans etc. alongwith photocopies for verification of actual purchases of all important material at site to Project Manager. The original will be returned to the contractor after due verification.

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- 23.5 The contractor must submit **manufacturers test certificate** of important materials, and if so desired by the Project Manager / Consultant/client shall have to carry out testing of any materials brought on site at their own cost in accredited laboratory / site of works. No extra claim will be entertained for such testing of materials.
- 23.6 The contractor should protect the work till its completion and handing over against any possible damage, theft, etc.
- 23.7 The contractor has to make arrangements for cleaning the work site every day and on completion of the work from the work area at his cost.
- 23.8 The contractor should provide samples of the materials for approval and the samples will be kept in the custody of the Project Manager / Consultant/Client.
- 23.9 The Project Manager shall inspect the Contractor's work from time to time and notify the Contractor of any defects that are found. The Project Manager may instruct the Contractor to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.
- 23.10 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Consultant/Client reserves the right to get the rectifications carried out by other agency and recover the cost of such rectification from the contractor from any money lying to his credit with Consultant/Client under the present or any other contract .
- 23.11 The contractor should arrange a qualified Civil Engineer at Site to supervisor at site during the course of the entire work. The contractor should not change the Engineer till completion of the work. The Engineer should be available at site when the work is in progress.
- 23.12 The workmanship should be of high quality / standard and the decision of the Project Manager/Consultant shall be final in this regard.

24 **WORKING CONDITIONS:**

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- 24.1 The contractor 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.
- 24.2 The contractor shall not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work
- 24.3 The contractor's workers will not be allowed to stay at the work site.
- 24.4 The contractor or his workers can use the common facilities such as drinking water, toilet etc., if made available at the premises. However, it should be ensured that the same should be kept in clean and hygienic condition.
- 24.5 Water and Electricity as per the availability at site can be made use of by the Contractor. The charges for actual consumption for water and electricity are to be paid by the Contractor. If not available, the contractor has to arrange it on his own.
- 24.6 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 contractor's own cost.
- 24.7 The contractor should make his own arrangement for storage of materials. Consultant (UTIITSL) 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. Consultant /Client will not take any responsibility for the safety and / or security of any material lying at site.
- 24.8 Contractor needs to protect all furniture and other assets belonging to Client.
- 24.9 The contractor should not engage any person prohibited by law for execution of the job.
- 24.10 The contractor should make necessary arrangement for covering all the furniture, records, and other assets of the Consultant /Client with fabric/plastic sheets during the course of work.
25. **GENERAL**
- 25.1 In case of any damage to the existing structure, the contractor should make good the same at his cost to the satisfaction of the Project Manager.

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25.2 Consultant /Client will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification

25.3 The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. However, for any additional quantity / extra items approval is to be taken from the Consultant /Client before execution of the work. The rate quoted should be firm for the total quantities of work executed to complete the work.

26. **PAYMENTS :**

26.1 No advance payment will be made.

26.2 The bills are to be raised in the name of "UTI Infrastructure Technology And Services Limited .

26.3 The Contractor has to submit the bill strictly as per the nomenclature mentioned in the bill of quantities in the tender document along with detailed rate analysis of extra / deviated items, if any, executed after due approval of Consultant/Client, failing which the bill will be returned.

26.4 The running bills may be submitted, for the completed items of work and for the partly completed items based on the percentage of the work executed. The payment will be released on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other statutory deductions and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills. The minimum Bill value should be at 20 % of the work order value .

26.5 The final bill will be settled by Client 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.

26.6 The payment towards the settlement of running bills will be treated as the advance till the settlement of final bill.

26.7 10% of the value from each running bill will be deducted as Security Deposit. Out of total Security Deposit deducted 50% will be released at the time of settlement of final bill. Balance 50% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period.

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26.8 The contractor should submit the No Claim Certificate and joint measurements along with the Final Bill.

26.9 The contractor should approach the concerned officials of UTIITSL one month before the completion of the 'Defect liability Period' and attend to any rectifications / replacements and obtain certificate from concerned official of UTIITSL for release of Security Deposit.

26.10 Income Tax 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 contractor.

26.11 Taxes under GST Law shall be applicable to this contract. The contractor shall strictly comply with the provision of GST Law. All the duties / taxes with respect to the work should be borne and paid by the contractor. Consultant/Client shall not be responsible for any payment/ penalty on this account at any stage. GST will be reimbursed to the contractor on demand supported by verifiable proof of payment. No request for reimbursement will be accepted after submission of final bill.

26.12 No interest is payable to the contractor on any amount due to him on any account.

26.13 The contractor 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.

27. DEVIATION, VARIATION, EXTRA / DEVIATED ITEMS AND PRICING :

27.1 The rates of altered, additional or substituted works shall be determined in accordance with the following:

27.2. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

27.3 If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

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- 27.4 If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of rates for labour and materials as per the market rate prevailing at the time of execution.
- 27.5 While fixing rates of extra items 15% (Fifteen percent only) shall be allowed on the cost of material and labour to cover all supervision, overheads, statutory Taxes and Levies and profits except GST.
- 27.6 Before execution of any extra items, the Project Manager should get the written approval of the Consultant/Client. The Contractor should submit to the concerned Project Manager the necessary particulars along with his analysis and the rate he proposes to claim, for approval from Consultant/Client before execution of the said work. **No claims of extra items/ additional work will be settled without the written approval of the Consultant/Client**
- 27.7 The Contractor shall note that Extra/Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered. The Contractor shall not be allowed to make any Additions/ Alterations/ Revisions / Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.
- 27.8 The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of the Consultant/Client.
- 27.9 The bill should be attached with all measurement sheets, sketches as applicable.
28. **Escalation :**
- 28.1 No escalation shall be paid on the accepted tender rates.
- 28.2 No claim on account of fluctuation of rates of material and labour during the course of work will be entertained (from the date of acceptance of the Tender till completion of the work).
29. **Defect Liability Period :**
- 29.1 Defect Liability Period is **12 months** from the date of virtual completion of the work.

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- 29.2 During the course of Defect Liability Period the tenderer has to rectify all the defects noticed free of charge.
- 29.3 In case the contractor fails to attend the rectification work within 7 days of reporting the same in writing, Consultant/Client will have the liberty to carry out the said work through any other means at the cost & risk of the contractor. Such expenditure shall be recovered from the Security Deposit or any other amount due to the Contractor in this or any other contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 29.4 While carrying out the rectification work, contractor 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 contractor at his cost.

30. STATUTORY OBLIGATIONS TO BE FOLLOWED:

- 30.1 The contractor should ensure adherence of all statutory requirements under the State and Central Rules in force and other local bodies for smooth and timely completion. All such costs are deemed to be included in the quoted rates.
- 30.2 The contractor shall comply with the provisions of all the rules and regulation in respect of labour 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 and shall indemnify the Employer against any penalties/claims arising from any default on their part. Employer 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
- 30.3 Taxes under GST Law shall be applicable to this contract. The contractor shall strictly comply with the provision of GST Law. All the duties / taxes with respect to the work should be borne and paid by the contractor. Employer shall not be responsible for any payment/ penalty on this account at any stage.
- 30.4 If the goods are manufactured at the contractor office / site, the contractor has to pay GST under GSTN Laws.
- 30.5 The contractor should submit a statement confirming that all duties / taxes of every nature covered under the contract have been paid and the contractor shall indemnify the Consultant/Client against all claims in that behalf.

Contractor's Signature

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- 30.6 The contractor should ensure adherence of all the requirements under the State and Central Rules in force.
- 30.7 The contractor should submit an affidavit / Declaration on payment of Taxes / duties under GST Laws as per the format given on page no. 115.
- 30.8 The Contractor has to submit Insurance policy from IRDA approved Insurance company, against fire for value of the final bill which is valid till Defect Liability Period(DLP).
- 30.9 The contractors are required to take **Contractor's All risk Insurance Policy(CAR Policy) and Workmen Compensation Policy** with respect to the work and the workmen within 7 days from the receipt of work order from IRDA approved Insurance Company in the **joint name of the Client and the Contractor** till the completion of work and handing over of the premises. The value of the work to be insured would be 125% of the contract value for CAR Policy.
- 30.10 The CAR policy should have additional coverage under 3rd party liabilities. The liabilities should be minimum One lakh rupees per accident or 10% of the work order value whichever is higher. The Original of the premium receipt and the policies should be submitted to Consultant/Client. The contractor shall fully indemnify the Consultant/Client against all claims which may be made against the Consultant/Client by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof. The contractor shall also fully indemnify the Consultant/Client against all claims which may be made upon the Consultant/Client, whether under the WORKMENS' COMPENSATION ACT or any STATUTE in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to.
- 30.11 The contractor shall also fully indemnify the Consultant/Client in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any compensation of damages arising there from.
- 30.12 The Consultant/Client shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses arising or

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accruing any such claim or damage from any sum or sums due or to become due to the contractor.

30.13 The contractor shall take Fire Policy and/or such other risk(s) for the completion cost of work to cover the defect liability period from an IRDA insurance company and submit along with final bill.

30.14 Consultant/Client will have the right to protect its interest either by taking insurance directly or by any action that it may deem fit on account of the contractor and recover the same from the contractor in case the contractor fails to do so.

31. **LIQUIDATED DAMAGES**

31.1 Breach of any of the conditions set forth in the contract would levy on the contractor a penalty of 2% of the total contract value per week subject to the maximum of 10% of the contract value, whichever is higher.

31.2 The Contractor shall pay liquidated damages to the Consultant/Client for each day that the actual Completion Date is later than the specified Completion Date. The Consultant/Client may deduct liquidated damages from payments due to the Contractor in this contract or from any other contract. Payment of liquidated damages shall not alter the Contractor's liabilities.

31.3 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

32. **TERMINATION, DETERMINATION**

32.1 If the contractor commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, Consultant/Client shall be entitled without prejudice to any other rights or remedies available to terminate / rescind the contract

32.2 The contract shall be terminated if the Contractor is declared bankrupt or goes into liquidation

32.3 In case the contractor fails to show adequate progress in execution of work and Consultant/Client feels the work cannot be completed within the stipulated time, Consultant/Client will have the right to terminate the contract after intimating to the

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Consultant/Client by giving three notices to the contractor within a period of 10 days. The Consultant/Client has the full discretion to do so and the decision of the Consultant/Client shall be final and binding in this regard. It will be at the full discretion of the Consultant/Client to carry out the balance work through any agency at any rate as per the specifications. The additional amount that may be spent for completion of the balance work will be recovered from any amount due to the Contractor on account of this contract or any other contract. In case of termination of the contract, the payment if any, due to the contractor will be released only on completion of the entire project and finalization of accounts and liabilities.

32.4 If at any time after the acceptance of the tender, the Consultant/Client shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Project Manager after approval of Consultant/Client shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the Execution of the whole of the works.

32.5 The Contractor shall be paid at contract rates for the full amount of work executed and All surplus materials collected for incorporation in the work, which the Contractor has procured will be taken back by the contractor.

32.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site immediately. The Contractor & Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary works on Site

33. **CONTRACTOR'S OTHER RESPONSIBILITIES**

33.1 The contractor should co-ordinate with all the other agencies for smooth and timely execution of the project.

33.2 The contractor should set out the layout at site before commencement of work and obtain approval of the same from Project Manager who in turn will take the Consultant/Client approval.

33.3 The contractor should make arrangement for extension of temporary electrical work to provide sufficient light and power as required for the work at his cost.

33.4 The contractor should clear the site within 7 days of completion of work of all surplus material.

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- 33.5 The contractor should take adequate precaution against fire hazard at site. The contractor 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.
- 33.6 The contractor should arrange scaffoldings / ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.
- 33.7 The contractor should prepare mock-up of the items for the approval of the Project Manager / Employer and shall modify the mock-up till it meets with the approval of the Project Manager/ Employer. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work in BOQ.
- 33.8 In case of any change in the constitution of the firm during the contract period, this shall be intimated to Project Manager/ Consultant/Client without delay.
- 33.9 The contractor should submit shop drawings for the relevant items for the approval of Project Manager / Consultant/Client before execution of work.
- 33.10 The contractor has to ensure safety of the premises and the work till handing over of the same to user.
- 33.11 The contractor should submit the As-built drawings of the entire work together with the Final bill. The contractor should also take photographs & video of the entire completed work and submit 2 CDs along with the final bill.

34. RESOLUTION OF DISPUTES

- 34.1 Except where otherwise specifically stated, the Consultant/Client will settle the contractual matters amicably between the Consultant/Client and the Contractor.
- 34.2 Should the Contractor be not satisfied by the decision or interpretation conveyed by the Project Manager, he may then submit his appeal with full facts for review to the MD & CEO, UTIITSL. The MD & CEO may review the appeal himself or appoint a committee to review the appeal. After the review the MD & CEO will convey his decision to the contractor and such decision will be final and binding on the contractor and without further appeal.

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34.3 No such appeal for review which is submitted after the submission of final bill by the contractor is tenable and will not be entertained.

The tenderer cannot move directly to the court unless until the dispute not been sorted out by the Consultant/Client and Contractor/tenderer.

Contractor's Signature

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UTI Infrastructure Technology And Services Ltd.

APPENDIX TO CONDITIONS OF CONTRACT		
1.	Time of Completion	90 days as per schedule in Work Order.(Each Branch the work should completed within the Time scheduled of the work order .)
2.	Date of Commencement of work	Within 7 days from the Date of the Work Order
3.	Liquidated damages	2% of the total contract value per week subject to the maximum of 10 % of the contract value
4.	Validity of the offer	60 days from the date of opening the tender.
5.	Bank Guarantee	For successful bidder who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the estimated value have to be submitted within 7 days from the date of work order. For Successful bidder, also have to submit the performance Bank Guarantee of 5% of the estimated value for the period of One year within 7 days from the date of the work order.
6.	Security Deposit	10% of total value of work done, out of which 50% will be released at the time of settlement of final bill. Balance 50% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period.
7.	Taxes under GST Law	The rate quoted should be inclusive of the cost of materials, labour, transportationbut excluding GST. The contractor should submit the invoice showing taxes under GST Law separately on the invoice. The amount of GST shown on the invoice will be released only after GST credit is received by Client in Electronic Ledger maintained on the GSTN Portal. The contractor who wishes to quote for the tender should have GST registration and should mention the registration number.
8.	Insurance policy To be submitted within 5 days of the date of work order	1. CAR policy with value of 125% of the contract value in the joint name of the Client and the Contractor. 2. Third Party Insurance – The liabilities should be minimum One lakh rupees per accident or 10% of the work order value whichever is higher. Workmen Compensation Policy

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		3. Insurance policy against fire and/or such other risk(s) of completion cost along with final bill from IRDA approved insurance company.
9.	Defects Liability Period	Twelve months (12 months) from the date of virtual completion of work. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
10.	Terms of Payment	1. No advance payment will be made 2. Minimum value of Running bill should be notless than 20% of the Work Order value. 3. Final Bill settlement within 45 days from the date of proper submission of bill
11.	Deductions	Tax will be deducted at source as per Income Tax Rules and as per Income Tax directives. Cess applicable as per the local rules Any other Statutory Deductions if applicable will be deducted as per law.
12.	Extra / Additional work	15% of the cost of material and labour towards overheads and profit

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)

Contractor's Signature

Seal

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Annexure-I

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

From: **Contractor**

To : UTI Infrastructure Technology And Services Limited,
Plot No.3, Sector 11, CBD Belapur, NaviMumbai – 400614

Dear Sirs,

SUBJECT: Indemnity for payment of Taxes, duties etc.

We _____ refer to the tender no. _____ dated _____ for _____ (herein referred as 'Contract') and hereby confirm that we have complied with all formalities relevant to the performance of our Contract for the supply of goods and services under all the Central, State and Local statutes governing the same.

We further confirm that, we undertake to pay GST under GST law, or such other applicable taxes in respect of the goods and services supplied / to be supplied under this Contract.

We further undertake that, if any taxes and duties in respect of goods and services supplied to you by us is payable, the responsibility of paying the same shall be on _____.

We hereby agree to indemnify and keep you indemnified against any claim or demand and all loss/es, cost/s, charge/s and expense/es incurred or suffered by you as a result of any claim being made by any person in respect of our obligations under the said Tender for payment of taxes, duties or otherwise.

Yours truly,

Signature

M/s _____

Seal,

Date :

Place :

Contractor's Signature

Seal

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AGREEMENT FOR FURNISHING, CIVIL AND PLUMBING WORKS
(On Rs.500/- non-judicial stamp paper by the successful bidder)

THIS AGREEMENT is made at Mumbai this ____ day of _____, 2019 by and between

UTI Infrastructure Technology And Services Limited, a Government Company U/S 2(45) of the Companies Act, 2013 having CIN No. U65991MH1993GOI072051 and PAN AAACU4411C registered under Companies Act, 1956 having its Registered Office at Plot No. 3, Sector 11, CBD Belapur, NaviMumbai – 400614 (hereinafter called the ‘Consultant’ which term unless repugnant to the context and meaning thereof, shall mean and include its successors and permitted assigns) of the FIRST part acting through its authorized representative ----- designated as ----- in UTI ITSL

and

M/s. _____, having his/its office/registered office at _____ (hereinafter called ‘Contractor’ which term shall, unless repugnant to the context and meaning thereof, would be deemed to mean and include its successors and permitted assigns) of the SECOND part) represented by ----- having PAN Card No-----.

WHEREAS

Consultant on Behalf the client, Specified Undertaking of Unit Trust of India (hereinafter referred to as SUUTI) has floated a tender no. _____ dated ____ for Structural Repairing, external plaster work, Plumbing work and external painting work at the Resident Premises of Specified Undertaking of the Unit Trust Of India, Maker Kundan Garden, Building No A1, A2, A3, A4 and B1 Building, Juhu Tara Road, Santacruz West, Mumbai 400 049 (hereinafter called ‘the works’) as per the drawings/specifications, the Schedule of quantities, which have been seen and understood by the contractor as per the terms and conditions set forth in the tender.

On -----, the quotation of M/s. ----- was accepted and work order dated----- has been awarded for Structural Repairing, External Plaster work, Plumbing and External painting works at the Residents Premises of _____.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions and instructions set forth herein and tender document (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 set

Contractor’s Signature

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forth in the tender document and amounting to the contract sum of **Rs. _____ only**) hereinafter referred to as 'the said contract / tender 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 within the time period stipulated in the tender.
2. The Client (SUUTI) 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 along with the tender document and work order 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. In case of any ambiguity between the provisions, the agreement will supersede the provisions of the other two.
4. This Contract comprises:
 - i) Articles of Agreement.
 - ii) Indemnity regarding payment of statutory deductions
 - iii) Tender documents serial pages _____ to _____ dated _____.
 - iv) All correspondences / letters, electronic communications from the date of issue of tender till the award of work.
 - v) Work order no. _____ dated _____
 - vi) Specifications and Drawings

Term :

The contractor shall complete the work within the time period stipulated in the work order no. _____ dated _____.

II: **Scope of Work**

The Contractor shall provide services ('Services') to the Consultant/Client as specified in the work order and tender document.

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III. **Covenants By Contractor**

- a) Contractor shall perform its duties and obligations with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with Consultant/Client , their associates, vendors and all concerned, and it will not take up any activities which are likely to be in conflict with its own interests and the interests of the Employer.
- b) Contractor shall carry out its duties, responsibilities and services covered within the ambit and scope of this Agreement / work order and complete all the formalities within the specified time limits as per the Consultant/Client's s guidelines, rules, regulations and operative instructions stipulated or informed from time to time.
- c) Contractor shall provide all such records for inspection at all times during business hours on business days to the employees and auditors of the Consultant/Client for the purpose of verification and carrying out audit.
- d) Contractor shall take all the required measures / steps to prevent loss of records and data concerning the arrangement contemplated pursuant to this agreement.
- e) The contractor shall at all times conduct itself within the parameters of law in the event of any offence being committed by its employees, the Consultant/Client shall not be directly or vicariously liable.
- f) The contractor shall at all times maintain all such security precautions, checks, balances and controls as may be necessary for or in connection with the discharges of its respective duties and obligations under this agreement.

IV. **Payments :**

- a. No advance payment will be done.
- b. The bills are to be raised in the name of the Client "Specified Undertaking of the Unit Trust Of India, Mumbai".
- c. The Contractor has to submit the bill strictly as per the nomenclature mentioned in the bill of quantities in the tender document along with detailed rate analysis of extra / deviated items, if any, executed after due approval of Consultant/Client, failing which the bill will be returned.

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- d. The running bills may be submitted, for the completed items of work and for the partly completed items based on the percentage of the work executed. The payment will be released on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other statutory deductions and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills.
- e. The final bill will be settled by Client 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.
- f. The payment towards the settlement of running bills will be treated as the advance till the settlement of final bill.
- g. 10% of the value from each running bill will be deducted as Security Deposit. Out of total Security Deposit deducted 50% will be released at the time of settlement of final bill. Balance 50% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period.
- h. **The contractor should submit the No Claim Certificate and joint measurements along with the Final Bill.**
- i. The contractor should approach the concerned Consultant (UTIITSL) officials one month before the completion of the 'Defect liability Period' and attend to any rectifications / replacements and obtain certificate from concerned official for release of Security Deposit.
- j. Income Tax or any other Statutory deductions as per the prevailing rules at the time of execution will be deducted from the payable amount for which tax deduction certificate will be issued in favour of the contractor.
- k. Taxes under GST Law shall be applicable to this contract. The contractor shall strictly comply with the provision of GST Law. All the duties / taxes with respect to the work should be borne and paid by the contractor. Consultant/Client shall not be responsible for any payment/ penalty on this account at any stage. GST will be reimbursed to the contractor on demand supported by verifiable proof of payment. No request for reimbursement will be accepted after submission of final bill.
- l. No interest is payable to the contractor on any amount due to him on any account.

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m. The contractor 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.

V. **Rules & Regulations:**

The contractor shall comply with the provisions of all the rules and regulation in respect of labour engaged at site such as Contract Labour {Regulation & Abolition} Act, 1970, Minimum Wages Act, Apprentice Act, Industrial Disputes 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 and shall indemnify the Consultant/Client against any penalties/claims arising from any default on their part. Consultant/Clients 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

VI. **Liability :**

The Contractor shall be responsible for providing the services as mentioned in Work Order/ Tender Documentor for providing any other services as may be agreed by the parties from time to time in writing, which shall form integral part of this agreement. The Contractor shall carryout the services and execute the works with utmost efficiency, with required due diligence, due care and caution.

VII. **Limitation Of Liability:**

Notwithstanding anything contained herein, Consultant/Client shall not be liable to the for any indirect, exemplary, special, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of the contractor) that may arise out of or result from this Agreement.

VIII. Bank Guarantee:

The Contractor has to submit Bank Guarantee of 5 % of the Estimated value for the period of One Year within 7 days from the date of the work order.

For successful bidder who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the estimated value have to be submitted within 7 days from the date of work order

IX. **Indemnity**

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- a) The Contractor shall indemnify, defend and hold harmless Consultant/Client from and against any and all losses, which may be occurred or suffered by it in connection with the services provided and which may arise out of or result from any breach of any Warranty, willful default or omission or any obligation or covenant by Contractor contained in this agreement.
- b) Contractor shall indemnify and undertakes to fully compensate Consultant/Client in case of any prejudice, claim or any loss arising or accruing to Consultant/Client on account of any act, commission or omission attributable to the improper handling or to the negligence or delay on the part of the Contractor or of any person of Contractor, which has resulted whether on account of breach of any of the conditions / clauses of this AGREEMENT by Contractor and/or its employees; or on account of any disclosure of the confidential information or otherwise howsoever.
- c) The Contractor shall fully indemnify the Consultant/Client against all claims which may be made against the Consultant/Client, its officers, directors and employees and hold harmless from any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof. The contractor shall also fully indemnify the Consultant/Client against all claims which may be made upon the Consultant/Client, whether under the WORKMEN COMPENSATION ACT or any STATUTE in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor.
- d) The contractor shall also fully indemnify the Consultant/Client in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation of damages arising there from.

X. **Time is the essence of the contract:**

If the work is not started satisfactorily by the contractor or if it is felt by the Consultant/Client that the pace of work is slow and is likely to affect or delay the work/ service / supply, Consultant/Client reserves the right to terminate the contract, levy penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply from other contractor at the risk and cost of the contractor. Consultant/Client reserves the right to levy penalty 2% of the total contract value per week subject to the maximum of 10 % of the contract value, as mentioned in the Appendix to Conditions of Contract, at its discretion for the delay in execution of the work/ delay in supply/ delay in service.

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XI. Relationship between the Parties:

The parties hereto agree that the parties have entered into this Agreement on Principal to Contractor basis and nothing contained in this agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties. The Contractor acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon in this Agreement and agrees not to hold itself out to be an employee, Agent or servant of the Consultant (UTIITSL) or any subsidiary or affiliate thereof.

XII. Termination:

- a. If the contractor commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, Consultant/Client shall be entitled without prejudice to any other rights or remedies available to terminate / rescind the contract.
- b. The contract shall be terminated if the Contractor is declared bankrupt or goes into liquidation.
- c. In case the contractor fails to show adequate progress in execution of work and Consultant/Client feels the work cannot be completed within the stipulated time, the Consultant/Client will have the right to terminate the contract by giving three notices to the contractor within a period of 10 days to the contractor, at Consultant/Client's full discretion and the decision of the Consultant/Client shall be final and binding. It will be the full discretion of Consultant/Client to carry out the balance work through any agency/other contractor at any rate as per the specification. The additional amount that may be spent for completion of the balance work will be recovered from any amount due to the contractor on account of this contract or any other contract. In case of termination of the contract, the payment if any, due to the contractor will be released only on completion of the entire project and finalization of accounts and liabilities.
- d. If at any time after the acceptance of the tender/work order, the Consultant/Client shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Project Manager of the Consultant shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the Execution of the whole of the works.
- e. The Contractor shall be paid at contract rates for the full amount of work executed and all surplus materials collected for incorporation in the work, which the Contractor has procured shall be taken back by the contractor.

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- f. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager of the Consultant shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary works on Site
- g. Upon the termination of this Agreement in accordance with the terms hereof, no party will have any further rights or obligations under this Agreement including any claim for compensation for such termination. Nothing contained herein will, however, relieve any party with respect to the provisions relating to confidentiality, or of liability for any breach of any provisions of this agreement including misrepresentation or breach of any Warranty which occur prior to the termination of this Agreement.
- h. The clauses pertaining to covenants, notices, governing law and jurisdiction, resolutions of dispute, miscellaneous provisions and other provisions which by nature are intended to survive shall survive till six months beyond the expiry of the agreement for all transactions handled prior to and during the notice period. All materials in whatever form of the respective parties shall be returned to the other party without any payments and in good order and condition.

XIII. **Liquidated damages :**

- a) Breach of any of the conditions set forth in the contract would levy on the contractor a penalty of 2% of the total contract value per week subject to the maximum of 10% of the contract value, whichever is higher.
- b) The Contractor shall pay liquidated damages to the Consultant/Client for each day that the actual Completion Date is later than the specified Completion Date. The Consultant/Client may deduct liquidated damages from payments due to the Contractor in this contract or from any other contract.
- c) Payment of liquidated damages shall not alter the Contractor's liabilities. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate

XIV. **Sub- Contracting :**

Subcontracting or subletting of the work is strictly prohibited. However wherever the contract specifies certain works to be carried out by specialized agencies, the Contractor

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may subcontract with the prior approval of the Project Manager, but may not assign the whole Contract. Subcontracting shall not alter the Contractor's obligations.

XV. **Variation Of Terms**

The parties, by mutual consent, may vary the terms and conditions contained in this agreement for the effective implementation of the provisions of this Agreement by exchange of letters or by execution of deed / documents, as may be required. The variation in the terms and conditions shall form an integral part of this Agreement.

XVI. **Force Majeure**

Neither party shall be liable for any failure or delay in performance resulting directly from causes beyond its reasonable control due to act of God, war declared, negligence by customer, civil or political disturbance, lock-outs, shortage of labour, drought, floods, fire, theft, accidents and any other exceptional or related circumstances. Where such exceptional circumstances continue unabated for more than 30 days, the Parties shall meet in good faith to discuss the course of action to be taken to address the exceptional circumstances.

Due care and diligence shall be taken by the contractor in order to avoid all such circumstantial damage in case of occurrence of abovementioned events and reasonable measures are to be taken to minimize the consequences of the same.

In furtherance to the above, any prior knowledge acquired by the contractor in regard to happening/ occurrence of the above events shall immediately be communicated to Consultant/Client in order to take all corrective and remedial measures to minimize the consequences of the same.

XVII. **Resolution of Disputes**

- a. Except where otherwise specifically stated, the Client (SUUTI)/ will settle the contractual matters amicably between the Client (SUUTI) and the Contractor.
- b. Should the Contractor be not satisfied by the decision or interpretation conveyed by the Project Manager, he may then submit his appeal with full facts for review to the MD & CEO, UTIITSL. The MD & CEO may review the appeal himself or appoint a committee to review the appeal. After the review the MD & CEO will convey his decision to the contractor and such decision will be final and binding on the contractor and without further appeal

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- c. No such appeal for review which is submitted after the submission of final bill by the contractor is tenable and will not be entertained.

XVIII. **Jurisdiction** :

The provisions of this Agreement shall be governed by and construed in accordance with Indian law. The Courts in Mumbai, India shall have exclusive jurisdiction in relation to this Agreement.

XIX. **Notices**:

Any notice or other communication provided for in this agreement shall be in writing and shall be transmitted or sent by recognized courier service, or by facsimile transmission, confirmation copies to be sent by mail, to the Parties at their address as specified herein below:

UTIITSL

Contractor

The Senior Vice President,
UTI Infrastructure Technology And Services Ltd.
UTITower, Gn Block,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this agreement by giving to the other Party not less than 15 (fifteen) days prior written notice.

XX. **Waiver**:

No failure by a Party to take any action with respect to a breach of this Agreement or a default by any other Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other Party in writing.

Contractor's Signature

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XXI. Severability:

If any Clause or part thereof, of this Agreement or any agreement or document appended hereto or a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or is unenforceable under present or future Laws effective during the term of this Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties benefits and obligations under such provision

XXII. Amendment

This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

XXIII. Language:

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

XXIV. VIRTUAL COMPLETION OF WORK;

The work will be considered as virtually completed only when the Contractor completes the entire work in accordance with the drawings and specifications and after joint inspection of work by the Project Manager and Contractor. The Project Manager after satisfying himself shall thereupon approve the virtual completion date and handover the completed site to the Consultant /Client

XXV. Counterparts:

This Agreement may be executed in more than one counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF THE official seals of the Consultant/Client and the Contractor have been affixed and both parties have signed this Agreement on the dates respectively mentioned against their signatures in the presence of the witnesses.

**UTI Infrastructure
Technology And
Services Limited**

Signature and Seal : _____
Name _____
Designation _____
Date _____

Signature and Seal : _____
Name _____
Designation _____
Date _____

In the presence of :

Signature _____
Name _____
Address _____
Date _____

In the presence of :

Signature _____
Name _____
Address _____
Date _____

Contractor's Signature

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UTI Infrastructure Technology And Services Ltd.

Special conditions of the contract

1. Tenders if submitted by tenderers who have been disqualified, blacklisted, debarred, or who otherwise do not qualify, will not be considered and all such tenders shall be rejected.
2. The work need to be carried out strictly as per the relevant rules and regulation governing the work, wherever applicable.
3. The contractor needs to take necessary permission from the relevant authorities including the payment of security deposit on refundable basis, if required.
4. It is the responsibility of the contractor to get the confirmation certificate from the UTIITSL/Client after virtual completion of the work.
5. Necessary Permission required for execution of the work shall have to be obtained by the Contractor at the quoted rates from the Concern Local authority.
6. **The contractor should submit the No Claim Certificate and joint measurements along with the Final Bill..**
7. 7 The work need to be carried as per the Decision of the Consultant/client .
8. 8. The contractor ensure that while carrying work at the site , he/they should do not disturb the occupants
- 9.
10. The contractor need to work as per the Consultant/Client Time Schedule .
11. Testing of materials shall be done at the time of approval and as required during the progress of the work.

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MATERIALS, SPECIFICATIONS & WORKMANSHIP

General:

1. The measurements indicated in the drawings are approximate and may vary as per the site conditions. Consultant/Client'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, UTIITSL / Employer's interpretation shall be final and without appeal.
2. The contractor shall submit the Bar Chart along with Material Procurement Schedule before commencement of work and the progress chart during the course of work. The Bar chart and Material procurement chart is incorporated in the Tender document for guidance. The contractor shall submit his version of Bar Chart & Material procurement schedule (fitted within the overall period of completion), along with his acceptance of work order.
3. The contractor shall submit manufacturer's Test certificate for all important materials.cement , sand and if any required by the Consultant/Client.
4. For the design and other details mentioned in the entire document, Consultant/Client alone has the copyright.
5. The contractor shall take the prior approval from Consultant/Client for sub-contracting the job even if the same is to a specialised agency.
6. The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or sublet the contract or any part, share of interest therein nor shall he take a new partner without the prior written consent of the Consultant/Client and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from the active superintendence of the work during its progress.
7. In case Consultant/Client rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work. In case not removed, the same shall be got removed and redone at the risk and cost of the contractor.

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8. 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.
9. The contractor has to make necessary arrangement for internal lighting at the site.
10. 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/ Project Manager and the specification of the Bureau of Indian Standards, National Building Code.
11. In case of any discrepancies between the Schedule of Quantities, the specifications and/or the drawings, the following order of precedence shall be observed.
 - a. Description in Schedule of Quantities
 - b. Specifications in relevant Trades
 - c. Standard Specifications as per B.I.S
 - d. Drawings : detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale.
12. The electrical installation works to be carried out by engaging licensed electrical contractor. The contractor shall submit the Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
13. The contractor shall submit the single line drawing of electrical installations/ wiring of completed work along with the final bill.
14. The contractor shall submit the Test Certificate of the Electrical installations carried out by him as per requirement of local Electrical supply Authority, Indian Electricity Rules, and Indian Electricity Act.
15. The work may be required to be carried out on holidays, Sundays, night hours, for which necessary permission shall be obtained from the Consultant/Client. The contractor shall not at any time do, cause or permit any nuisance on the site/ do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
16. The contractor shall depute one electrician / Plumber at site and one helper during working hours to attend to any electrical breakdown and Plumbing pipe line .

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17. The tenderer is strictly advised to adhere to all the safety norms and precautions as stipulated in the BIS / NBC standards. The tenderer should follow all the relevant direction on safety and the directions related to safety as given in the tender. Please note that no work is to be carried out without following safety norms. Any instructions from any one against these norms are not to be followed and reported to the Consultant/Client in writing. UTI ITSL will not be responsible for any work or any consequences or any damages arising out of action taken by the contractor which is in violation of this clause.

18. The contractor 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 Consultant/Client may make modifications as per requirements.

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GENERAL PREAMBLES TO SCHEDULE OF QUANTITIES

These preambles apply to all the sections of the "Schedule of Quantities".

RATE TO COVER:

- 1.1 The rates quoted by the Contractor shall be held to include for providing and fixing, all conveyance and delivery, loading & unloading, carrying in, storing, hoisting, all labour, setting, fitting and fixing in position, making straight, cutting, waste, return of packing and all materials and labour and everything else necessary for the proper completion of each item of work to the approval of UTI ITSL's Engineer and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the UTI ITSL's Engineer for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planking, gangways etc. necessary for affording access to every part of the work except where specifically stated otherwise.
- 1.2 The Contractor should also cover in his rates for the method of work, cost of materials, labour etc., to comply with the "Trade Specifications", "General Instructions to Contractor", "Conditions of Contract", "Special Conditions", (if any), and all documents of this contract.
- 1.3 All the materials or procedure or Specifications for work, unless otherwise stated, shall conform to the current Indian Standard whether or not specific mention is made thereof. The Contractor shall be responsible for and shall replace or make good at his own expense, any materials lost or damaged, or of quality not approved.
- 1.4 All rates quoted shall include for Supplying and fixing although the same may not have been mentioned in the item of the Schedule of Quantities. Words "Providing and Fixing" where used shall have same meaning as "Supplying and Fixing".
- 1.5 Rates quoted shall include for hoisting to any height and the work at all levels and lift of materials shall not form any criterion for any extra claims, except where otherwise specified.

ANCILLARY WORKS:

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- 2.1 The Contractor shall have to carry out all ancillary and connected work within boundary of the plot of the proposed work and inside the Building if ordered to do so by Consultant/Client at the rates quoted in the Schedule of Quantities, at any time during the currency of this Contract including extension of time, if any granted.

PRICE FLUCTUATION / VARIATION:

- 3.1 Rates quoted by the Contractor shall be firm throughout the currency of the Contract including extensions of time, if any granted. No price adjustment due to variation in cost of materials or labour or any variation under any State or Central Legislation or any other reason whatsoever shall be allowed.

TESTING OF MATERIALS INCLUDING CEMENT AND STEEL :

- 4.1 Testing of materials shall be done at the time of approval and as required during the progress of the work.
- 4.2 Testing of all materials including cement & steel during the progress of work shall be as instructed by Consultant/Client.
- 4.3 For all materials expense towards testing shall be borne by the contractor and his quoted rates shall include for the same and no claim on the account shall be entertained.
- 4.4 For all tests all incidental charges such as cutting, loading, unloading, transporting, casting etc shall be at contractor's cost and shall be borne by him.

5 "PRINCIPAL MAKE/S OR OTHER EQUAL AND APPROVED" FOR MATERIALS/PRODUCTS:

- 5.1 The Contractor shall note that materials having "ISI" monogram shall primarily be used in the work. If in the tender "Certain Principal Make/ Makes or other equal and approved of any material/Product is mentioned in any item or Trade Preambles relating to the particular items in its respective Trade Schedule, the Contractor shall have to use the Principal Make/Makes specified in the relevant item or the trade Preambles. In case the specified particular Principal make/makes of the materials product is/are not readily available, the Contractor shall take prior permission and approval of the Consultant/Client in writing before use of the alternative equivalent make of the Material / Product.

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- 5.2 All principal makes specified for any item shall be treated at par as per the accepted quoted rate.
- 5.3 Use of the make other than the Principal Make/Makes which shall be treated as an Equivalent make) shall be at the discretion of the Consultant/Client and such Make/Makes shall be used after the approval of the Consultant/Client.

In such cases the Contractor will not be paid any extra payment over the accepted quoted rate in any case. However if it is ascertained that the price of approved Equivalent Make or the Material/product is lower than or the Principal Make/Makes of the same material / product the difference of the price shall be payable by the contractor to Consultant/Client. Such difference of price shall be suitably decided by the Consultant/Client whose decision shall be final and binding to the Contractor in this regard.

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LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE

1.	Flex / Vinyl	3M India
2.	MS Sections	TATA / SAIL / ISI Marked
3.	G.I. Sheet	ISI marked
4.	Rigid PVC Conduit	Medium Gauge wall thickness ISI & FIA approved & manufactured from virgin material Precision / Prince / Kisan / ISI marked
5.	Accessories for conduit	Same make as sr. no. 1 above.
6.	Copper Conductor cable (Flexible)	Polycab/KEI/Finolex (FRLS), National (FRLS) / ISI marked
7.	MCBs	Legrand /Siemens/ L&T/ Hager
8.	Aluminum Section	HINDALCO / JINDAL / ISI marked
9.	Digital Timer	L&T / GE / Kakatia / Crompton
10.	Glands	Double compression type, siemens type with rubber ring and double washers (Sample to be approved) Comet/ Comex / ISI marked
11.	Rigid PVC Conduit	Medium Gauge wall thickness ISI & FIA approved & manufactured from virgin material Precision, BEC or equivalent
12.	Accessories for conduit	Same make as sr. no. 1 above.
13.	Copper Conductor PVC coated wire (Flexible) (FRLS)	As per IS:694-1977 of Finolex (FRLS), National (FRLS) / Havells / Polycab
14.	Switches	MK India / Crabtree / Anchor Roma/Elleys
15.	Main Switch fuse upto 63 Amps - A.C. 23 duty	L&T
16.	Above 63 Amps-A.C. 23 duty	L&T/HPL/Havells/ Hager
17.	HRC Fuses	L&T/HPL/Hager Havells
18.	Distribution boards	Hagar/Legrand/Siemens/L&T (Factory fabricated)
19.	Light Fitting LED	Phillips/Wipro/GE/Osram Crompton

NOTE :-

Whether a product is equivalent or not, will be decided by the Engineer-in-Charge only.

In case the specified particular make / makes of the material product is / are not readily available, the contractor shall take prior permission and approval of the Engineer IN charge in writing before use of the alternative equivalent make of the material / product. It is to note that materials having ISI monogram shall primarily be used. In such cases, the contractor will not be paid any extra payment over the

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accepted quoted rate in any case. However, if it is ascertained that the price of approved equivalent make of the material / product is lower than that of the make / makes mentioned above in the list of the same material / product the difference of the price shall be payable recoverable from by the contractor to UTIITSL Such difference of price shall be suitably decided by the Engineer-in-Charge whose decision shall be final and binding to contractor in this regard.

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UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

BILL OF QUANTITIES:

Note :

1. Rates to be quoted by the tenderers in the item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figure and in words. However, if a discrepancy is found between the rate written in figures and rate written in words then the rate which correspond with the amount worked out by the contractor shall be taken as correct.
2. If the amount of an item is not worked out by the tendered, or it does not correspond with the rate written either figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
3. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
4. The work needs to be carried out as per the direction of the Branch Manager / UTIITSL Engineer and The Contractor need to keep one Electrician at site Day and night time. In case any Problem in the Electrical / Server, the electrician need to attend the Complaints immediately. If the Contractor fails to attend the work, the work will be carried through other Agencies and the expenditure will be deducted from the Contractors Bill.
5. **Necessary Permission required for execution of the work shall have to be obtained by the Contractor at the quoted rates from the Concern Local authority.**

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UTI Infrastructure Technology And Services Ltd.

SUMMARY

The vendor who wishes to quote for the tender should have GST registration and should mention the registration number.

The rate quoted should be inclusive of the cost of materials, labour, transportation, loading, unloading etc. complete but excluding GST. The contractor should submit the invoice showing taxes under GST Law separately on the invoice. However, the amount of GST shown on the invoice will be released only after GST credit is received by UTIITSL in Electronic Ledger maintained on the GSTN Portal.

The tender amount should be quoted as prescribed below. The rates should inclusive of installation and commissioning of the work and free delivery of the material at the site unless otherwise specified.

The Sand to be used in the work shall be SilpozSand .

PART	DESCRIPTION	AMOUNT IN FIGURES
A	Signage WORKS	Rs.
	TOTAL	Rs.
	Less : DISCOUNT, IF ANY (-) _____ %	Rs.
	TOTAL : AFTER DISCOUNT	Rs.
	Less credit for the disposable item	<u>Rs -</u>
	Total after Disposable item	
	ADD: CGST @ %	Rs.
	ADD: SGST / UTGST @ %	Rs.
	OR ADD: IGST @%	Rs.
	GRAND TOTAL	Rs.
Rs.(In Words)		
.....		
..... only)		

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Sr.	Branch Name
1	<p>UTI Infrastructure Technology And Services Limited.</p> <p>25 - B/FF 1, First Floor, PremPushp Plaza, M G Marg, Civil Lines, Allahabad, U.P - 211001</p>
2	<p>UTI Infrastructure Technology And Services Limited.</p> <p>SCO-34, 1st Floor, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar - 143 001</p>
3	<p>UTI Infrastructure Technology And Services Limited.</p> <p>1/28 Sunlight Building, Asaf Ali Road, New Delhi -110002</p>
4	<p>UTI Infrastructure Technology And Services Limited.</p> <p>SCO-70, 1st Floor, SECTOR-20-C, Chandigarh - 160022</p>
5	<p>UTI Infrastructure Technology And Services Limited.</p> <p>#93, Rajpur Road, Behind Mayur Auto Above, Punjab & Sindhi Bank, Dehradun-248001</p>

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6	<p>UTI Infrastructure Technology And Services Limited.</p> <p>7, Laxmi Vinod Bhawan, Near Anand Bhawan, Sansar Chandra Road, Jaipur- 302001</p>
7	<p>UTI Infrastructure Technology And Services Limited.</p> <p>16/79-E, Behind RBI, Near Mandakini palace, Adjacent to ASian Paints Office (Old UTI MF Office) Civil Lines, Kanpur- 208001</p>
8	<p>UTI Infrastructure Technology And Services Limited.</p> <p>5 Park Road, Regency Plaza Building, Near Civil Hospital, Lucknow-226001</p>
9	<p>UTI Infrastructure Technology And Services Limited.</p> <p>CO - 28 , 1st Floor, Feroze Gandhi Market, Ludhiana- 141001</p>
10	<p>UTI Infrastructure Technology And Services Limited.</p> <p>111, Pratap Bhawan , 5 Bahadur Shah Zafar Marg, New Delhi 110002</p>

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11	<p>UTI Infrastructure Technology And Services Limited.</p> <p>Flat No. 401, Mukesh Apartments, Fingask Estate, Shimla - 171002</p>
12	<p>UTI Infrastructure Technology And Services Limited.</p> <p>Rama Kunj Complex C-32-22/17, Ram Singh Rana Nagar, Chhittupur (Near Sunbeam School), Annapurna Nagar colony, Cantt- Sagra Road, Varanasi, U.P- 221002</p>

Contractor's Signature

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(Amount in Rupees)

Sr. No.	Description	Unit	Qty	Rate	Amount
1.	<p><u>Signage with backlit:</u> Providing and fixing external signage of required size having Panagraphics flexible substrate & cast translucent vinyl cut letters as per the approved artwork and as per the corporate colours. The copy of the Signage design and pattern is enclosed herewith for reference. The convertor (tenderer) should prepare the Art work as per the standard Design along with UTIITSL Logo with required Cdr file etc. The signage cabinet box should be made of mild steel 25mm x 25mm X 2 mm, hollow section of approved make used as rear runners, front runners. 25 x 25 mm M.S. Square stiffeners shall be used to prevent deformation of bracket due to tension. The Box Depth should be as per the requirement to accommodate the LED lights 175mm to 200 mm depth .the GI sheet of 26 gauge for back cover, 24 gauge for side, top and bottom covers. And “L” angles Aluminum extrusion system for edge-to-edge lighting. The tenderer shall execute necessary MS framework including a base coat of red oxide and two coats of enamel paint on the MS framework as required for fixing the signage cabinet box. The fixing of the signboard shall be done with the help of anchor fastener bolt 12 mm dia at required intervals confirming to IS standards for better stability. The GI Sheet side, top and Bottom should be finished with powder coated finish. LED Modules and wiring for illumination to be done as per the load capacity make of Finolex (Fireguard) Minimum 0.72 Watts b. >=150 degrees beam Angle c. Colour Temp: 8000K d. Minimum 70 Lumens/Module e. CE Certification, LM 79, LM 80, IP Test Repots. f. IP Rating Min IP64 g. Warranty: 5 Years from the Principal Manufacturer of LED Modules and Power Supply h. 2.50 LED Modules / Sq.ft. i. LED Modules & Power Supply should be from the Same Principal Manufacturer LED Make: Osram /GE/Philips/Wipro/Crompton etc. j. Warranty : Five Years from the Principal Manufacturer of The fascia should be made out of flex and vinyl as</p>				

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<p>per our approved colour of Logo The converter (tenderer) should submit warranty from the Manufacturer (Matched component system) warranty for the signage installed. Payment will be released only after receipt of the manufacturer.</p> <p>All as per the approved artwork and specification. The wiring for illumination is to be done of 3 core 2.5 sq. mm copper conductor cable of fireguard of Finolex / approved make (cable upto 5 m length shall be included in the rate) with digital timer of legrand / L&T / ge / crompton / kakatia / approved make having range to operate from 18.00 hrs to 00.00 hrs. The electric cable is to be drawn in rigid PVC conduit 20 mm dia to be run on walls / ceiling by providing saddle screws etc of approved make The wiring to be done with 20/40 A MCB (size of the cable and MCB capacity to be decided depending upon the number of tube light fittings used for illumination) in a box to be installed in side the office in order to operate from inside. The electric connection is to be taken from spare MCB at the nearest power distribution board, complying all required safety precautions to avoid any short circuit. The rate shall be inclusive of all taxes, levies, flex, vinyl, preparing artwork with superimposed image loading, unloading, scaffolding at all levels (Scaffolding upto first floor ceiling height or 25'0" whichever is higher shall be included in the rate), necessary framework made out of MS Brackets / angles of approved make for supporting the signboard at required location etc complete as directed. All MS framework shall be finished with one coat of red oxide and two coats of enamel paint of approved make, shade and color etc complete as directed.</p> <p>The viny should be 3M India Limited , The Detail as following : Orange Colour</p> <p>1. 3M India Ltd. colour - 3630-84 Tangerine Orange (matching to the Corporate Identity colour of Pantone Nos. 152C)</p> <p>Blue Colour</p> <p>1. 3M India Ltd. colour - VT-12335 Blue</p>				
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	(matching to the Corporate Identity colour of Pantone Nos. 2748C)				
	<p>Warranty: The tenderer should submit warranty for the signage installed (for flex and vinyl). Payment will be released only after receipt of the said warranty, which shall be for atleast for 5 years from the date of installation.</p>				
	Approximate Quantity	Sqmt	122		
<p>Mode of measurements : Area in length and height to the nearest Sm. Unit in Square meter.</p> <p>Rate in words : Rupees.....only per M²</p>					
2.	<p><u>SIGNAGE WITH BACKLIT ON DOBLE (SIDE BOTH SID OE THE BOARD) :</u> <u>THE SIGNAHE FLEX WITH VINYLE ON BOTH SIDE OF THE BOARD</u> Providing and fixing external signage on Double side of required size having Pan graphics flexible substrate & cast translucent vinyl cut letters as per the approved artwork and as per the corporate colours. The copy of the Signage design and pattern is enclosed herewith for reference. The convertor (tenderer) should prepare the Art work as per the standard Design along with UTIITSL Logo with required Cdr file etc. The signage cabinet box should be made of mild steel 25mm x 25mm X2 mm , hollow section of approved make used as rear runners, front runners. 25 x 25 mm M.S. Square stiffeners shall be used to prevent deformation of bracket due to tension. The Box Depth should be as per the requirement to accommodate the LED lights approximately 175mm to 200 mm depth or as per the requirement . the GI sheet of 26 gauge for back cover, 24 gauge for side, top and bottom covers. And “L” angles Aluminum extrusion system for edge-to-edge lighting. The tenderer shall execute necessary MS framework including a base coat of red oxide and two coats of enamel paint on the MS framework as required for fixing the signage cabinet box. The fixing of the signboard shall be done with the help of anchor fastener bolt 12 mm dia at required intervals confirming to IS standards for better stability. The GI Sheet side, top and Bottom should be finished</p>				

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<p>with powder coated finish . LED Modules and wiring for illumination to be done as per the load capacity make of Finolex (Fireguard) Minimum 0.72 Watts b. >=150 degrees beam Angle c. Colour Temp: 8000K d. Minimum 70 Lumens/Module e. CE Certification, LM 79, LM 80, IP Test Repots. f. IP Rating Min IP64 g. Warranty: 5 Years from the Principal Manufacturer of LED Modules and Power Supply h. 2.50 LED Modules / Sq.ft. i. LED Modules & Power Supply should be from the Same Principal Manufacturer LED Make: Osram /GE/Philips/Wipro/Crompton etc. j. Warranty : Five Years from the Principal Manufacturer of</p> <p>The fascia should be made out of flex and vinyl as per our approved colour of Logo. The fascia Should be fixed on both side of the Board . The converter (tenderer) should submit warranty from the Manufacturer (Matched component system) warranty for the signage installed. Payment will be released only after receipt of the manufacturer Warranty certificate.</p> <p>All as per the approved artwork and specification. The wiring for illumination is to be done of 3 core 2.5 sq. mm copper conductor cable of fireguard of Finolex / approved make (cable upto15 m length shall be included in the rate) with digital timer of legrand / L&T / ge / crompton / kakatia / approved make having range to operate from 18.00 hrs to 00.00 hrs. The electric cable is to be drawn in rigid PVC conduit 20 mm dia to be run on walls / ceiling by providing saddle screws etc of approved make The wiring to be done with 20/40 A MCB (size of the cable and MCB capacity to be decided depending upon the number of tube light fittings used for illumination) in a box to be installed in side the office in order to operate from inside. The electric connection is to be taken from spare MCB at the nearest power distribution board, complying all required safety precautions to avoid any short circuit. The rate shall be inclusive of all taxes, levies, flex, vinyl, preparing artwork with superimposed image loading, unloading, scaffolding at all levels (Scaffolding upto first floor ceiling height or 25'0"</p>				
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	<p>whichever is higher shall be included in the rate), necessary framework made out of MS Brackets / angles of approved make for supporting the signboard at required location etc complete as directed. All MS framework shall be finished with one coat of red oxide and two coats of enamel paint of approved make, shade and color etc complete as directed.</p> <p>The viny should be 3M India Limited , The Detail as following : Orange Colour</p> <p>1. 3M India Ltd. colour - 3630-84 Tangerine Orange (matching to the Corporate Identity colour of Pantone Nos. 152C)</p> <p>Blue Colour</p> <p>1. 3M India Ltd. colour - VT-12335 Blue (matching to the Corporate Identity colour of Pantone Nos. 2748C)</p> <p>Warranty: The tenderer should submit warranty for the signage installed (for flex and vinyl). Payment will be released only after receipt of the said warranty, which shall be for atleast for 5 years from the date of installation.</p>				
	Approximate Quantity	Sqmt	5		
<p>Mode of measurements : Area in length and height to the nearest Cm. Unit in Square meter.</p> <p>Rate in words : Rupees.....only per M²</p>					
3.	<p><u>SIGNAGE WITHOUT BACKLIT :</u></p> <p>Providing and fixing external signage of required size having Panagraphics flexible substrate & cast translucent vinyl cut letters as per the approved artwork and as per the corporate colours. <u>The copy of the Signage design and pattern is enclosed herewith for reference. The convertor (tenderer) should prepare the Art work as per the standard</u></p>				

Contractor's Signature

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	<p><u>Design along with UTIITSL Logo with required Cdr file etc.</u></p> <p>The fascia should be made out of flex and vinyl as per our approved colour of Logo <u>The converter (tenderer) should submit warranty from the Manufacturer (Matched component system) warranty for the signage installed. Payment will be released only after receipt of the manufacturer.</u></p> <p>All as per the approved artwork and specification.</p> <p>The rate shall be inclusive of all taxes, excluding GST , levies, flex, vinyl, preparing artwork with superimposed image loading, unloading, scaffolding at all levels (Scaffolding upto first floor ceiling height or 25'0" whichever is higher shall be included in the rate), necessary framework made out of the board frame work made out of 50mm x 25 mm aluminum section x 1.5 mm thick, on all the four side and required additional aluminum section to be fixed as per the board size and requirement. The board to be covered with 4 mm thick aluminum composite panel colour as approved by the UTIITSL . The composite panel should be fixed with suitable aluminum rivet. All the joint to be filled with clear silicon as approved by the UTIITSL engineer. This item included providing and fixing necessary M.S.frame work to fix the board on the wall / wherever required.</p> <p>The viny should be of make of the any of the following :</p> <p>Orange Colour</p> <p>1. 3M India Ltd. colour - 3630-84 Tangerine Orange (matching to the Corporate Identity colour of Pantone Nos. 152C)</p> <p>Blue Colour</p>				
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Contractor's Signature

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	<p>1. 3M India Ltd. colour - VT-12335 Blue (matching to the Corporate Identity colour of Pantone Nos. 2748C)</p> <p>The vinyl to be pasted on the board, the board frame work made out of 50mm x 25 mm aluminum section x 1.5 mm thick, on all the four side and required additional aluminum section to be fixed as per the board size and requirement. The board to be covered with 4 mm thick aluminum composite panel colour as approved by the UTIITSL . The composite panel should be fixed with suitable aluminum rivet. All the joint to be filled with clear silicon as approved by the UTIITSL engineer.</p> <p>Warranty: <u>The tenderer should submit warranty for the signage installed (for flex and vinyl). Payment will be released only after receipt of the said warranty, which shall be for atleast for 5 years from the date of installation.</u></p>				
	Approximate quantity	Sqmt	20		
Mode of measurements : Area in length and height to the nearest Cm.					
Unit in Square meter.					
Rate in words : Rupees.....only per M ²					
4.	<p>Supply & lying of 3 core 2.5 sq. mm copper conductor cable of fireguardThe electric cable is to be drawn in rigid PVC conduit 20 mm dia to be run on walls / ceiling by providing saddle screws etc. Make- Finilex/Polycab etc.</p>				
	Approximate Quantity	RMT	50		

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Mode of measurements: Count the total length
Units in Sq. Mtrs
Rate in words : Rupees.....only per RMT

5.	Supply & Installation of 40 AMP MCB in a box to be installed inside the office in order to operate from inside. The electric connection is to be taken from spare MCB at the nearest power distribution board, complying all required safety precautions to avoid any short circuit. Make- Legrand/Hager Etc				
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A	Approximate Quantity	Nos.	5		
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Mode of measurements :Count
Units in Nos.
A Rate in words : Rupees.....only per Nos.

6.	<u>M.S. POLE and MS FRAME work for the signage Board :</u> Making scaffolding as per the required height . Providing & fixing MS pole or MS structure work frame work to fix the Signage board etc,. The pole to be made out of 4 to 6 inch dia MS pipe as per the requirement at the site with the MS frame made out of various MS sections, the support section to be fixed with required anchor fastener All MS structures should be one coat of premier and painted with 2 coats of enamel paint. The pole to be fixed with necessary Civil work etc all complete , all as per the direction of the Engineer In charge .				
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	Approximate quantity	Kg	100		
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Mode of measurements: Weighment
Units in Kg
Rate in words : Rupees.....only per Kg.

7	Providing & erecting safe secure and Rigid single scaffolding by using bamboos including				
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	all accessories e.g ropes ,working platform etc., complete for safe execution of work Including removing the same after completion of work and taking away all material to contractors own dump & making good damages.				
	Approximate quantity	Sqmt	100.00		
<p>Mode of measurements : Area in length and height to the nearest Cm. Units in Sq. Mtrs</p> <p>Rate in words : Rupees.....only per M²</p>					
8.0	Credit for the Disposable item Credit for the disposable item of existing signage installed at the Branch. This item includes removing the existing signage carefully withoutdamaging the structure and carting away from the branch . The signage can be taken out tebranch , after instllation of the new signage at branch. All as per the direction of the engineer in-charge ./ Branch Manager . (The amount quoted for this item will be deducted from the total amount for computation of L1.)				
	Approximate Quantity	Sqmt	122		-
<p>Mode of measurements : Area in length and height to the nearest Cm. Units in Sq. Mtrs</p> <p>Rate in words : Rupees.....only per M²</p>					

Contractor's Signature

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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.

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.

I/We confirm that the GST and any other statutory levies / taxes / cess as applicable are included in the rates quoted.

I/We understand that the GST shall be reimbursed on production of proof of payment to the concerned authority.

The rates are inclusive of installation and commissioning of the work and delivery of the material at the site.

Date : _____

SIGNATURE OF TENDERER
WITH RUBBER STAMP

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WEEKLY PROGRESS REPORT

Weekly Progress Report

WEEK-

Date of REPORT

1	UTIITSL ID No :	
2	Name of Work :	
3	Project Address :	
4	Name of Client :	
5	Date of Start as per work order :	
6	Name of Project Engineer:	
7	Actual Date of Start :	
8	Scheduled date of completion :	
9	Name of Contractor	

Sr. No.	ITEMS	QUANTITY AS PER TENDER	QUANTITY EXECUTED TILL DATE	Remarks
1	<u>Procurement of Materials</u>			

Contractor's Signature

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Art Work

10' x 4'

यूटीआई इन्फ्रास्ट्रक्चर
टेक्नोलॉजी एण्ड
सर्विसेज लिमिटेड

uti
UTIITSL

UTI Infrastructure
Technology And
Services Limited

यूटीआई इन्फ्रास्ट्रक्चर टेक्नोलॉजी एण्ड सर्विसेज लिमिटेड

CIN No. U65991MH1993GOI072051 Ahmedabad www.utiitsl.com

Contractor's Signature

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