

Client ID	35
Tender No.	1641
Page No.	1/49

Issued to M/s _____

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD

Address : UTI Infrastructure Technology And Services Limited UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.

Tel No: 022 2654 7615 / 7614/ 7616. Fax: 022 2654 7627

Name of work:

Supplying and Installation of Cradle System at the office premises of UTI Infrastructure Technology And Services Limited at Ground Floor Atrium Area , Plot No 3 , Sector 11, Navi Mumbai 400 614

Estimated Value	:	Rs 5,30,000.00
Tender to be superscribed as	:	Client ID 35
Last date of submission of tender	:	03.00 p.m. on 11/02/2020
Date of opening of the Tender	:	03.30 p.m. on 11/02/2020
Venue of the Tender Submission	:	UTI Infrastructure Technology & Services Ltd. UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051
Validity of Tender from the date of opening	:	10 days
Time of commencement from the	:	Immediately from the Date of the Work Order
Stipulated period of Completion	:	Within 10 days from the date of the Work order
Documents to be provided	:	i) Affidavit form as per the format refer page No 7 along with the Tender And EMD on separate envelope to be submitted . If the vendor not submitted the Affidavit, tender will not consider the tender . After work order - CAR Policy and Workmen Compensation policy during the contract Period from approved Insurance Co within 5 days from the date of work order , and Fire Policy for the period one year from the 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 10,000.00 (Rupees Ten Thousand Only) by DD In favour of "UTI Infrastructure Technology and Services Limited" and payable at Mumbai

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	2/49

UTI Infrastructure Technology And Services Ltd.

INDEX

Sr. No.	Details	Page Nos.
1.	Tender Notice	3
2.	Instructions regarding submission, opening & Acceptance of Tender	4 - 9
3.	Conditions of Contract	10 - 24
4.	Appendix to conditions of Contract	25 - 26
5.	Format of indemnity for Statutory taxes etc. -Annexure I	27
6.	Articles of Agreement	28 - 29
7.	Special Conditions of the Contract	30 - 31
8.	Materials , Specifications and Workmanship	32 - 34
9.	General Preamble to Schedule of Quantities	35 - 37
10.	List of materials (Approved makes)	38
11.	Bill of Quantities	39
12.	Summery	40
13.	Bill of quantity	41-45
14.	Declaration	46
15.	Weekly Progress Report	47-48

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	3/49

TENDER NOTICE

- 1.0 WE invites sealed tenders 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.
- 1.1 Interested eligible candidates may obtain further information and inspect tender documents at all regional offices during normal working hours.
- 1.2 A complete set of tender documents may be obtained from Mr. S. Sangaiah, Assistant Vice President / Ms Sumitra Prabhu, Deputy Vice President UTI Infrastructure Technology and Services Ltd, Ground Floor, Gn Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400051 by interested candidates upon payment of a non-refundable fees of Rs 500/- (Rupees Five Hundred only) through D.D/Bankers Cheque in favour of UTIITSL payable at Mumbai.
- 1.3 The rate quoted should be inclusive of the cost of materials, labour, transportation and other taxes. But excluding the GST on works contract and shall remain valid for the period as mentioned on cover page no.1
- 1.4 Completed tender documents are to be enclosed in plain envelopes, sealed, marked with Tender name and reference number as described in greater detail under 'Instructions' and deposited in the Tender Box at the specified location on or before the 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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Client ID	35
Tender No.	1641
Page No.	4/49

INSTRUCTIONS REGARDING SUBMISSION, OPENING AND ACCEPTANCE OF TENDER

2. Submission of Tender :

- 2.1 Tenders in sealed covers superscribing "Name of works and Client ID", as mentioned on the title page (Page no.1) of the tender and quoting the reference number of the letter of intimation should reach the office of UTIITSL as mentioned on the title page of the tender..
- 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 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 The tenderer can also collect the tender form from UTIITSL Regional Offices at Chennai, Delhi, Kolkata and Mumbai on payment of tender fee of Rs.500/- only in the form of Demand Draft / Pay Order in favour of UTIITSL drawn on any Nationalised Bank / approved Scheduled Bank payable at Mumbai.
- 2.5 As far as possible corrections in filling the tender documents to be avoided. However in case of any corrections, the same should be authenticated by the person who is authorized to sign the Tender. Over- writing on the tender document is not permitted. No Additions or alterations are to be made by the tenderer to the text or the schedule of these tender papers. If made, tender will be considered invalid.
- 2.6 Every tenderer must submit an Earnest Money Deposit of amount as mentioned on the title page (page no.1) in the form of a Demand Draft / Pay Order only in favour of UTI Infrastructure Technology And Services Ltd. payable at Mumbai drawn on any Nationalised bank / approved Scheduled Bank. The Demand Draft / Pay Order should be placed in a separate sealed envelope duly superscribed, "EMD". Along with the EMD Affidavit also to be submitted on (* to be executed on a non-judicial stamp paper) . . If the Affidavit is not submitted along with the EMD, the Tender will not consider by UTIITSL . The sealed envelope containing the EMD and the second sealed envelope containing the completed tender documents shall then be placed in a third envelope, sealed, Superscribed with the Client ID and Name of Work and despatched as mentioned in para 2.8 below. The tender shall be opened

Client ID	35
Tender No.	1641
Page No.	5/49

only in case the EMD is found to be in order. The EMD will not carry any interest

- 2.7 The Tender should be forwarded on the official letterhead of the tenderer.
- 2.8 The complete Tender documents duly signed on all pages (tender conditions, specification, priced bill of quantities, etc.) and EMD in separate cover, all covers duly superscribed, should be addressed to **"The Deputy Vice President, UTI Infrastructure Technology And Services Ltd."**, at the address given on cover page 1 and reach the office on or before the date and time fixed and notified on the tender cover page 1.
- 2.9 Tenders will not be received after the due date and the time fixed. However, if the UTIITSL desires to extend the time limit, it will do so by informing on through letters/electronic media
- 2.10 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.
- 2.11 In case, the tenderer does not wish to quote for the work, the same should be communicated to UTIITSL in writing, addressed to The Deputy Vice President on or before the due date of submission of the Tender. The blank Tender also must be returned to the UTIITSL. The technical specification, design and all other contents of the tender documents are property of UTIITSL and the same should not be reproduced without the prior permission of the UTIITSL. The payment made to UTIITSL towards the cost of the tender document is not refundable.
- 2.12 UTIITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer
- 2.13 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 fixed for submission of the tender. This tender box would be opened and the tenders scheduled to be opened at 3.30 pm on that day would be taken out from the tender box for consideration.
- 2.14 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.

Client ID	35
Tender No.	1641
Page No.	6/49

- 2.15 The rate quoted should be inclusive of the cost of materials, labour, transportation and other taxes. But excluding the 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 UTIITSL / CLIENT in Electronic Ledger maintained on the GSTN Portal.
- 2.16 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.'

In case, while submitting the tender, any bidder has not submitted the full tender format duly signed and has only submitted the price bid, it would be deemed that he has agreed to all the terms and conditions of the tender.

3 Opening of Tenders:

3.1 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.

4. Acceptance of tender :

- 4.1. Employer 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, without thereby 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 Tenders shall remain valid for acceptance for a period as specified on the title page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
- 4.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be retained in the case of the successful tenderer and will be refunded after the completion of work.

UNDERTAKING FROM BIDDER

The bidder shall not fill the tender/s if embroiled in any kind of litigation, either instituted by or against the bidder, with any government department /

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	7/49

agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or Company or body, in relation to the contract of Furnishing, Civil and plumbing work.

The bidder shall not fill the tender/s if they have been disqualified at any point of time by any government department / agency, Reserve Bank of India, nationalized bank or any Public Sector Unit or Company or body.

The bidder shall sign an undertaking to the effect that they neither have been involved in any litigation nor have been disqualified as stated above.

The bid shall stand rejected without assigning any reason whatsoever, if the documents are found false / fake or fabricated or on account of any misrepresentation of facts. If at a later stage, the documents submitted are found false or fake, the Contract shall stand terminated and the performance bank guarantee amount shall stand forfeited. Also, the Contractor shall be liable for prosecution in accordance with law for breach of trust and / or for violation of the terms of the tender/contract.

The contractor should submit the AFFIDAVIT as per the format given below on page no. 18 if the Affidavit is not submitted , the tender will be rejected .

AFFIDAVIT

1. I / we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certified that neither our firm M/s _____ have abandoned any work under Government of India/agency Reserve Bank of India, nationalized bank, or any Public Sector Unit or body nor any contract awarded to us for such works have been rescinded
3. The undersigned hereby authorize(s) any request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned binds himself with all stipulations of the Bidding Documents including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	8/49

completion period and agrees to augment them, if found necessary for timely completion of the project, as desired by the UTIITSL.

5. The undersigned are not and has never been debarred/ blacklisted for contract work by Govt. of India or any other Agency of Government of India or any of the State Government at any stage.

6. The undersigned has never been convicted by any court of law for any of the offences under any Indian / foreign laws.

7. The undersigned certifies that our firm has not been embroiled in any kind of litigation, either instituted by or against the bidder, with any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or Company or body, in relation to the contract of Furnishing, Interior, Civil, work.

8.

_____ (Signed by an Authorized Officer of the Firm)

Title of Office _____

Name of Firm _____

DATE:

(* to be executed on a non-judicial stamp paper)

4.4 Earnest Money Deposit will be forfeited, if the contractor:

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

4.5 The tenders will be liable to be rejected if;

1. If the tenderer does not quote for any item/sub-item in the tender.
- 2.
3. If the tenderer fails to countersign each and every correction in the rate(s).

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	9/49

4. If the tenderer is not empanelled with UTIITSL and/or does not meet 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.
- 4.6 Canvassing in connection with the tender is strictly prohibited. The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Work Order" will state the sum (hereinafter and in all Contract documents called the "Contract Price" that the **Employer** will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract.
- 4.7 Within 7 days of receipt of Work Order the successful tenderer will sign the Agreement and return it to the Principal Consultant The Agreement will incorporate all agreements between the Client/Principal Consultant and the successful tenderer.
- 4.8 Within 5 days after receipt of the Work Order, the successful tenderer shall deliver to the Principal Consultant, Contractor's all risk policy and workmen's compensation policy in the amount stipulated in the Appendix to Conditions of Contract and Tender documents.
- 25.2 Failure of the successful tenderer to comply with the requirements of clauses 4.7 and 4.8 shall constitute sufficient grounds for cancellation of the contract and forfeiture of the EMD.
- 4.10 A tenderer who gives false information in the tender document about qualification 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.
- 26 Corrupt and Fraudulent practices
- 5.1 UTIITSL requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	10/49

CONDITIONS OF CONTRACT

6. Definitions

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

- “ **Employer** ” means UTI Infrastructure Technology And Services Ltd. having their office at Ground floor, UTI-Tower, Gn Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. Tel.No.022-26547615/26547616 Fax No. 022-26547627.
- “ **CLIENT** ” means the Entity on behalf of whom the Principal Consultant is executing the work
- "Employer" means : UTI Infrastructure Technology And Services Limited . Agreement with the Contractor for execution of the contract.
- “ **Bill of Quantities** ” means the priced and completed Bill of Quantities forming part of the tender.
- “ **The Virtual Completion Date** ” means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 15.3.
- “ **The Contract** ” means the agreement entered into between the Client, or the Principal Consultant acting on behalf of the Client, and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,
- “ **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.

Client ID	35
Tender No.	1641
Page No.	11/49

- **“The Defects Liability Period”** is the period named in the Appendix to Contract and calculated from the certified Completion Date.
- **“Drawings”** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- **“The Completion Date”** is the date on which it is stipulated that the Contractor shall complete the Works.
- **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- **“Project Engineer ”** is the person named in work order is coordinating the project for the execution of the works .
- **“Site”** is the area defined as such in the Appendix to Condition of Contract.
- **“Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- **“Start Date”** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).
- **“A Subcontractor”** is a person or corporate body who has a Contract with the Contractor 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 construction or installation of the Works.
- **“A Variation”** is an instruction given by the Project Manager which varies the Works.
- **“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Client/Principal consultant

7. Interpretation

7.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no

Client ID	35
Tender No.	1641
Page No.	12/49

significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

The following documents shall constitute the Contract documents

1. Agreement
2. Work Order

7.2 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. Work Order
3. Special Conditions
4. Conditions of Contract
5. Bill of Quantities
6. Specifications
7. Detailed Drawings
8. Other drawings

8. Language

1. Language of the Contract shall be English.

9. UTIITSL Infra (HOD) Decisions

9.1 Except where otherwise specifically stated, the Infra Head will decide contractual matters

9.2 Delegation : The UTIITSL Infra (HOD) decision may delegate any of his duties and responsibilities to others after notifying the Contractor.

10. Communications

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

11. Subcontracting

Client ID	35
Tender No.	1641
Page No.	13/49

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

12. Other Contractors

12.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. and also with the Client.

13. The Works

13.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

14. Safety and Temporary Works

14.1 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.

14.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

14.3 The Contractor shall be responsible for the safety of all activities on the Site.

15. Work Program

15.1 The contractor shall submit the BAR CHART & MATERIAL PROCUREMENT CHART within 5 days of the date of work order. The program should show the general methods, arrangements, order, and timing for all the activities in the Works including supply of materials.

15.2 The Contractor shall submit to the Project Engineer Weekly Progress Report as per the prescribed format.

15.3 Virtual Completion of Work;

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Client ID	35
Tender No.	1641
Page No.	14/49

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

16. Access to Site

16.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

17. Instructions

17.1 The Contractor shall carry out all instructions of the Project Engineer which are in accordance with the Contract.

17.2 The contractor has to maintain a site order book for instructions from the inspecting officer.

17.3 Extension or Acceleration of Completion Date

17.4 At every stage Contractor shall make all attempts to achieve the desired progress and complete the work on time. Whenever the progress is lagging he will prepare a catch up plan to accelerate the progress. Notwithstanding the above, when events occur which are beyond the control of the contractor and the Client is convinced that the delay in execution of the work is beyond the control of the contractor, extension of time to the extent justified may be granted for completion of the works based on the request of the contractor. In such case liquidated damages will be levied for the balance period, if any as provided

18 Quality

19.1 The contractor should carry out the work strictly as per the specification and as directed by the Project Manager.

19.2 All the materials and workmanship shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS codes and as per directions of the Project Manager.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	15/49

- 19.3 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.
- 19.4 The contractor shall submit original vouchers / challans etc. along with photocopies for verification of actual purchases of all important material at site / head office. The original will be returned to the contractor after due verification.
- 19.5 The contractor must submit manufacturers test certificate of important materials, and if so desired by the Engineer- in - charge 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.
- 19.6 The contractor should protect the work till its completion and handing over against any possible damage, theft, etc.
- 19.7 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.
- 19.8 The contractor should provide samples of the materials for approval and the samples will be kept in the custody of the Project Manager.
- 19.9 The Project Engineer shall inspect the Contractor's work from time to time and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Engineer 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, However, if there is no defect found, the cost of uncovering and making good shall be borne by the Client.
- 19.10 The Project Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 19.11 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's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Employer reserves the right to get the rectifications carried out by other agency and recover the cost of such

Client ID	35
Tender No.	1641
Page No.	16/49

rectification from the contractor from any money lying to his credit with UTIITSL under the present or any other contract .

- 19.12 The contractor should arrange a qualified technical supervisor at site during the course of the entire work. The contractor should not change the supervisor till completion of the work. The supervisor should be available at site when the work is in progress.
- 19.13 The workmanship should be of high quality / standard and the decision of the Project Manger / Specialist shall be final in this regard.

19 Working conditions:

- 20.1 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.
- 20.2 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
- 20.3 The contractors workers will not be allowed to stay at the work site.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 The contractor should make his own arrangement for storage of materials. Employer 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. Neither UTIITSL nor client will take any responsibility for the safety and / or security of any material lying at site. .
- 20.8 Contractor needs to protect all furniture and other assets belonging to Client / User.

Client ID	35
Tender No.	1641
Page No.	17/49

20.9 The contractor should not engage any person prohibited by law for execution of the job.

20.10 The contractor should make necessary arrangement for covering of all the furniture, records, and other assets of the client with fabric/plastic sheets during the course of work.

21. **General**

21.1 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.

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

21.3 The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. The rate quoted should be firm for the total quantities of work executed to complete the work

22. **Payments :**

22.1 No advance will be paid.

22.2 The billing is to be done in the name of the client as specified on cover page of the tender.

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

22.4 The running account bills may be submitted on fortnightly basis 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.

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

22.6 10% of the value of each running bill will be deducted as Retention Money / Security Deposit till the amount so accumulated equals the total security deposit mentioned in the work order.

Client ID	35
Tender No.	1641
Page No.	18/49

- 22.7 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. The Contractor has to submit Insurance policy against fire of value of final bill Valid till DLP from IRDA approved Insurance company.
- 22.8 50% of the Security Deposit will be refunded with the final bill. The remaining 50% will be returned to the tenderer after the satisfactory completion of defect liability period/extended DLP.
- 22.09 The contractor should approach the concerned client officials one month before the completion of the 'Defect liability Period' and attend to any rectifications / replacements and obtain certificate in the prescribed format for release of Security Deposit.
- 22.10 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.
- 22.11 The GST Paid challan should submitted to the client as per the GEM Poratal rules to this contract will be reimbursed to the contractor on demand after verification of the supported document . The payment will be released to the vendor .
- 22.12 No interest is payable to the contractor on any amount due to him on any account.
- 22.13 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.

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

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

- a. 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.
- b. 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.

Client ID	35
Tender No.	1641
Page No.	19/49

- c. 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.
- d. 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.
- e. For all extra items of work, the contractor should submit to the UTIITSL Infra HOD the necessary particulars along with his analysis and the rate he proposes to claim for consideration immediately before carrying the work, if the work carried without prior approval of the UTIITSL Infra HOD, no payment will be Consider . UTIITSL is not responsibility of the extra works or any additional quantity more than the tender quantity. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Infra HOD then the UTIITSL shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
- e. 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.
- f. The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of UTIITSL.
- i. The bill should be attached with all measurement sheets, sketches as applicable.

24. Escalation :

1. No escalation shall be paid for the works carried out.
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 issue of completion certificate).

25. Defect Liability Period :

- 25.1 Defect Liability Period is *12 months* from the date of virtual completion of the work unless otherwise specified in Appendix to conditions of Contract.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	20/49

- 25.2 During the course of Defect Liability Period the tenderer has to rectify all the defects noticed free of charge.
- 25.3 In case the contractor fails to attend the rectification work within 7 days of reporting the same in writing, Employer 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.
- 25.4 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.

26. Statutory obligations to be followed :

- 26.1 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.
- 26.2 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 Client/ UTIITSL against any penalties/claims arising from any default on their part . UTIITSL 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
- 26.3 The contractor shall strictly comply with the provision of Sales Tax (both State & Central), Excise Duty, etc. All the duties / taxes with respect to the work should be borne and paid by the contractor. UTIITSL shall not be responsible for any payment/ penalty on this account at any stage.
- 26.4 The goods are manufactured at the contractor office / site, the contractor has to pay Central Excise and he has to produce Excise Invoice Copy for removal of goods from the manufacturing site. In case the goods are manufactured or produced at the site then Excise Invoice showing that the Central Excise has been paid should be submitted to UTIITSL.

Client ID	35
Tender No.	1641
Page No.	21/49

- 26.5 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 UTIITSL against all claims in that behalf.
- 26.6 The contractor should ensure adherence of all the requirements under the State and Central Rules in force.
- 26.7 The contractor should submit an affidavit / Declaration on payment of Central Excise as per the enclosed format.
- 26.8 The contractor should also submit when required, a copy of the declaration filed with the Central Excise for the previous financial year.
- 26.9 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 5 days from the receipt of work order with an IRDA approved Insurance Company in the **joint name of the CLIENT and the Contractor** from the date of commencement of work till the certification of virtual completion. The value of the work to be insured would be 125% of the contract value for CAR Policy.
- 26.10 The CAR policy should have additional coverage under 3rd party liabilities. The liabilities should be one lakh rupees per accident. The Original of the premium receipt and the policies should be submitted to UTIITSL. The contractor shall fully indemnify the Client/ UTIITSL against all claims which may be made against the Client/ UTIITSL 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 client/ UTIITSL against all claims which may be made upon the client/UTIITSL, 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.
- 26.11 The contractor shall also fully indemnify the client/UTIITSL in respect of any costs , charges or expenses arising out of any claim or proceedings at law and
- 26.12 Also in respect of any award of compensation of damages arising there from.
- 26.13 The client/ UTIITSL shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses arising or accruing any such claim or damage from any sum or sums due or to become due to the contractor.

Client ID	35
Tender No.	1641
Page No.	22/49

26.14 The contractor shall take Fire Policy for the completion cost of work to cover the defect liability period from an IRDA insurance company and submit along with final bill.

26.14 UTIITSL 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.

27. Liquidated Damages

27.1 The Contractor shall pay liquidated damages to the Client /Principal Consultant at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the specified Completion Date. The Client /Principal Consultant 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.

27.2 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.

28. Termination, Determination

28.1 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, Employer shall be entitled without prejudice to any other rights or remedies available to terminate / rescind the contract

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

28.3 In case the contractor fails to show adequate progress in execution of work and Employer feels the work cannot be completed within the stipulated time, Employer will have the right to terminate the contract by giving three days notice to the contractor, at Employer's full discretion and the decision of the Employer shall be final and binding. It will be the full discretion of Employer to carry out the balance work through any agency 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.

Client ID	35
Tender No.	1641
Page No.	23/49

28.4 If at any time after the acceptance of the tender, the UTIITSL/CLIENT shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Project Manager 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.

28.5 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.

28.6 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 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

29. Contractor's other responsibilities

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

29.2 The contractor should set out the layout at site before commencement of work and obtain approval to the same from UTIITSL.

29.3 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.

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

29.5 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.

29.6 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.

29.7 The contractor should prepare mock-up of the items for the approval of the Project Manager and shall modify the mock-up till it meets with the approval of the Project manager. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.

Client ID	35
Tender No.	1641
Page No.	24/49

- 29.8 In case of any change in the constitution of the firm during the contract period, this shall be intimated to UTIITSL without delay.
- 29.9 The contractor should submit shop drawings for the relevant items for the approval of Project Manager before execution of work.
- 29.10 The contractor has to ensure safety of the premises and the work till handing over of the same to user.
- 29.11 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 4 copies (4 sets of album & 4 CDs) along with the final bill.

30. Resolution of Disputes

- 30.1 Except where otherwise specifically stated, the UTIITSL Infra HOD will decide contractual matters between the Client and the Contractor in the role representing the Client. Should the Contractor be not satisfied by the decision or interpretation conveyed by the UTIITSL Infra Head, he may then submit his appeal with full facts for review to the MD and CEO, UTIITSL. The MD and CEO may review the appeal himself or appoint a committee to review the appeal. After the review the MD and CEO will convey his decision to the contractor and such decision will be final and binding on the contractor and without further appeal.
- 30.2 No such appeal for review which is submitted after the submission of final bill by the contractor is tenable and will not be entertained
31. UTIITSL is the Principal Consultant acting on behalf of the Client as mentioned in the Tender Notice. No arbitration or legal claim will stand against UTIITSL. The claim if any with respect to the work payment or any other matter including release of Security Deposit etc., will be limited to the client as mentioned and not against UTIITSL.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	25/49

UTI Infrastructure Technology And Services Ltd.

APPENDIX TO CONDITIONS OF CONTRACT		
1.	Time of Completion	10 days from the date of the Work order
2.	Date of Commencement of work	Immediately 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.	Security Deposit (Retention money)	10 % of total value of work done, out of which 50% will be released at the time of settlement of final bill.
6.	Taxes under GST Law	The rate quoted should be inclusive of the cost of materials, labour, transportation . But 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 UTIITSL / CLIENT in Electronic Ledger maintained on the GSTN Portal. The vendor who wishes to quote for the tender should have GST registration and should mention the registration number.
7.	Insurance policy To be submitted within 5 days of the date of work order	<ol style="list-style-type: none"> CAR policy with value of 125% of the contract value in the joint name of client and the Contractor. Third Party Insurance - Rs.1 Lac per accident without limit on number of accidents. Minimum 10% of the contract sum Workmen Compensation Policy Insurance policy against fire of completion cost along with final bill from IRDA insurance company.
8.	Defects Liability Period	12 (Twelve) months from the date of virtual completion or handing over of completed work to the client whichever is

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	26/49

		later.
9.	Terms of Payment	<ol style="list-style-type: none"> 1. No advance 2. The minimum 70 % of the Work order value required to process the Running Bill 3. Final Bill settlement within 30 days from the date of proper submission of bill or receipt of payment from Client whichever is later
10.	Deductions	<p>Income Tax at source as per Income Tax Rules and as per Income Tax directives.</p> <p>TDS under GST Law as applicable</p> <p>Cess applicable as per the local rules</p> <p>Any other Levy/Cess/Tax to be deducted at source by law.</p>
11.	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

Client ID	35
Tender No.	1641
Page No.	27/49

Annexure-I

From: **Contractor**

To : UTI Infrastructure Technology And Services Limited,
Plot No.3, Sector 11, CBD Belapur, Navi Mumbai - 400614

Dear Sirs,

SUBJECT: Indemnity for payment of Taxes, duties

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

Client ID	35
Tender No.	1641
Page No.	28/49

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

ARTICLES OF AGREEMENT made on this _____ between UTI Infrastructure Technology And Services Limited, having its Registered Office at Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400614 (hereinafter called the Consultant of the one part) and _____, (hereinafter called 'Contractor' of the other part).

WHEREAS the Consultant on behalf of _____ vide tender no. _____ dated _____ had awarded the work order to the contractor vide reference no. _____ dated _____ for carrying out _____ (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 tender terms and conditions.

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 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.
2. _____, the Client shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions.
3. The said conditions and appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreement on their part respectively in such conditions contained.
4. The contractor shall complete the work within the time period stipulated in the work order no. _____ dated _____
5. Work completion certificate to be taken by contractor from the client.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	29/49

6. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Mumbai and only the courts in Mumbai, shall have jurisdiction to determine the same.
7. This Contract comprises :
 - i) Tender documents serial pages _____ to _____ dated _____.
 - ii) All subsequent correspondences / letters, electronic communications from the date of issue of tender till the award of work.
 - iii) Work order no. _____ dated _____
 - iv) Specifications and Drawings
8. Only _____ alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed and sign by the contractor and the official designated by UTI Infrastructure Technology And Services Ltd., the document forming part of this agreement.
9. This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one Agreement
10. IN WITNESS WHEREOF THE official seals of the Consultant 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

Seal

Client ID	35
Tender No.	1641
Page No.	30/49

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 society rules and regulation.
3. The contractor needs to take necessary permission from society including the payment of security deposit for on refundable basis if required.
4. It is the responsibility of the contractor to get the confirmation certificate from the Client after virtual completion of the work, if required by the Society.
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 Vendor should submit the No Claim Certificate for the Final Bill Before releasing the payment as per the final measurement taken at the site by the Project Engineer after approval of the Corporate Office / Client .

7 Criteria for the participate in the tender

1.

1 The Vendor should Minimum annual average turn over last Three financial year an amount of Rs 1.60 lakh each Financial year

2 The vendor should completed the Similar type of work Single work the value of an amount Of Rs 4.24 lakh Or Two work of an amount of Rs 3.18 lakh each, Or three work value of an amount of Rs 2.12 Lakh each .vendor should submit the completion certificate, the work should be completed in state Government or central Government or Public Sector Unit or Multi National Company .

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	31/49

3 The vendor should submit the completion certificate and annual turnover with required proof documents, the document should certified by the CA, to be submitted to UTIITSL on or before 2 days tender opening schedule date. The tender will not be accepted if the vendor will not provide the sufficient document.

4 . The UTIITSL reserves right to accept or reject any or all the Tender and decision of the UTIITSL in regard to selection of Bidder shall be final.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	32/49

‘MATERIALS, SPECIFICATIONS & WORKMANSHIP

General:

1. The measurements indicated in the drawings are approximate and may vary as per the site conditions. UTIITSL’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’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.
4. For the design and other details mentioned in the entire document UTIITSL alone has the copyright
5. The contractor shall take the prior approval from UTIITSL 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 written consent of the Employer 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 UTIITSL 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.
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.

Contractor’s Signature

Seal

Client ID	35
Tender No.	1641
Page No.	33/49

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 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, after & before office hours for which necessary permission shall be obtained from the client/ UTIITSL. 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 and one helper during working hours to attend to any electrical breakdown.
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 client / UTI ITSL 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.

Client ID	35
Tender No.	1641
Page No.	34/49

18. The wood to be used should have similar / uniform grains and should be well seasoned, have uniform colour totally free from cracks, white portions, decay, knots etc. Anti -termite treatment shall be carried out to the wood work and the quoted rates shall include for the same.
19. All the edges of the plywood should be finished with teak wood beadings. The beading to be fixed with adhesive / screw/ nails.
20. Wood work, steel fabrication and other fitted out items should be manufactured at the factory / work place of the contractor. Such items will be transported to the site at the cost of the contractor only .
21. The contractor should not apply primer / putty work / paint or any other finishing material before inspection and certification of the wood work by the Engineer-in-Charge.
22. 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 UTIITSL may make modifications as per requirements.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	35/49

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 Corporation's Engineer and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the Corporation'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:

- 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 the UTIITSL 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.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	36/49

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 UTIITSL.
- 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 UTIITSL in writing before use of the alternative equivalent make of the Material / Product.
- 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 UTIITSL and such Make/Makes shall be used after the approval of the UTIITSL.

Client ID	35
Tender No.	1641
Page No.	37/49

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 UTIITSL. Such difference of price shall be suitably decided by the UTIITSL whose decision shall be final and binding to the Contractor in this regard.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	38/49

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE -

1.	Aluminum Section	NALCO / HINDALCO / JINDAL
2.	Steel for reinforcement	TATA/SAIL conforming
3.	Stainless Steel	304 grade
4.	All MS Section	Should finished with with hot Dip Galvanized Finish .
5.	Nut And Bolt / Fastener	Hilti India on SS finish

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 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.

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	39/49

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 need to be carried out as per the direction of the Branch Manager / UTIITSL Engineer and The Contactor need to keep the 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 Contract fail to attend the Work, The work will carried through the Other Agencies and the expenditure will be deducted from the Contractor Bill.
- 4 **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.**

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	40/49

UTI Infrastructure Technology And Services Ltd.

SUMMARY

Note : 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 / CLIENT in Electronic Ledger maintained on the GSTN Portal.

The rates should inclusive of installation and commissioning of the work and free delivery of the material at the site unless otherwise specified.

The tender amount should be quoted as prescribed below:

PART	DESCRIPTION	AMOUNT IN FIGURES (Rs.)
A	CRADLE SYSTEM	
	TOTAL	
	LESS : DISCOUNT (IF ANY) N.....%	(-)
	TOTAL	
	ADD: CGST @ %	
	ADD: SGST / UTGST @ %	
	OR ADD: IGST @%	
	GRAND TOTAL	
RUPEES (IN WORDS):		

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	41/49

PART 'A' Cradle System

Sr. No.	Description	Unit	Qty	Rate	Amount
1	<p><u>Aluminum Alloy RI-130 Straight Track):</u> Providing, fabricating and fixing in position, aluminum Alloy RI - 130 straight Track size 54mm Breadth X 133mm Height x 6mm Thick. The channel to be fixed on the Ceiling with required fastner and made the provision for the 10mm dia hole as per the requirement at the site .All as per the instruction of the UTITSL Engineer. The works to be carried on the existing scaffolding erected by the existing Contractor. If any platform required at the site, contractor need to be arrange his own. The Track to be provided with necessary hole for to fix the fastner.</p>				
	Approximate Quantity	Rmt	50.00		
Mode of measurements: Running Meter the front elevation to the nearest cm. Units in : RMT Rate in words : Rupees.....only per Rmt					
2.	<p><u>Aluminum Alloy RI-130 750mm Bend Radius Length upto 2.40 Meter Track):</u> Providing, fabricating and fixing in position, aluminum Alloy RI - 130 Bend Radius Track size 54mm Breadth X 133mm Height x 6mm Thick. The Track radius upto 750mm and Length upto 2.40 meter . The channel to be fixed on the Ceiling with required fasteners and made the provision for the 10mm dia hole as per the requirement at the site .All as per the instruction of the UTITSL Engineer . The works to be carried on the existing scaffolding erected by the existing Contractor. If any platform required at the site, contractor need to be arrange his own.</p>				

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	42/49

	The bracket to be provided with necessary hole for to fix the fastener. The works to be carried on the existing scaffolding erected by the existing Contractor. If any platform required at the site, contractor need to be arrange his own.				
	Approximate Quantity	Nos	4		
Mode of measurements: Count Units in : Nos Rate in words : Rupees.....only per No.					
3.	<u>MS Soffit Bracket wall Mounted</u> Providing and fixing MS face mounted Bracket made out of 12mm MS plate , with hot Dip Galvanized , the base plate of size 350mm X 300mm x 12mm thick MS plate , the bracket to be made out of 12mm thick MS . plate , Soffit length as per the site conditions the bracket width 200mm and the bracket side also to be covered with 12mm thick MS plate , upto 100mm on Both side , and Bottom covered with 12mm thick MS plate with hot and dip galvanized 100mm to 125 mm . The bracket to be provided with necessary hole for to fix the fastener. The works to be carried on the existing scaffolding erected by the existing Contractor. If any platform required at the site, contractor need to be arrange his own. Fastener to be used hilti India Make only				
	Approximate Quantity	Nos	20		
Mode of measurements: Count Units in : Nos Rate in words : Rupees.....only per No.					
4.	<u>MS Face Bracket Wall Mounted</u> Providing and fixing MS face Bracket wall mounted , the bracket to be made out of 12mm MS plate , with hot Dip Galvanized , the base plate of size 300mm X 300mm x 12mm thick MS plate , the bracket to be made out of 75mm x 75mm Square pipe thickness upto 6mm , the				

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	43/49

	<p>pipe length of upto 1.00meter height . The bracket to be fixed with necessary Anchor fastner. All as per the direction of the Engineer In- Charge.</p> <p>All the MS section to be with Hot Dip Galvanized .</p> <p>The bracket to be provided with necessary hole for to fix the fastener.</p> <p>The works to be carried on the existing scaffolding erected by the existing Contractor. If any platform required at the site, contractor need to be arrange his own.</p> <p>Fastener to be used hilti India Make only</p>				
	Approximate quantity	Nos	06		
<p>Mode of measurements: Count</p> <p>Units in : Nos</p> <p>Rate in words : Rupees.....only per No.</p>					
5.	<p><u>SQUARE HEAD BOLT M16 X 50MM</u></p> <p>Providing and installation of SS 304 Grade (track Hanging) Square Head Bolt M16 X 50mm Long with Nut and .Washer</p> <p>Fastener to be used hilti India Make only</p>				
	Approximate quantity	Nos	52		
<p>Mode of measurements: Count</p> <p>Units in : Nos</p> <p>Rate in words : Rupees.....only per No.</p>					
6	<p><u>DOUBLE SLEEVE MECHANICAL FASTENER</u></p> <p>Providing and installation of SS 304 Grade Bracket hanging double sleeve Mechanical Fastener . M16 X 150mm Long with Nut and P.Washer and S .Washer</p> <p>Fastener to be used hilti India Make only</p>				
	Approximate quantity	Nos	104.00		
<p>Mode of measurements: Count</p> <p>Units in : Nos</p> <p>Rate in words : Rupees.....only per No.</p>					
7	<p><u>SS TRACK DRIVE :</u></p>				

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	44/49

	Providing and Installing the SS track Drive Roller manual . Fastener to be used hilti India Make only				
	Approximate quantity	Nos	02		
Mode of measurements: Units in Nos Rate in words : Rupees.....only per Nos					
8	<u>END STOPPER :</u> Supplying and installation of End stopper Fastener to be used hilti India Make only				
	Approximate quantity	Nos	02		
Mode of measurements: Units in Nos Rate in words : Rupees.....only per Nos					
9	Track Joint Clit aluminum Supplying and installation of Track Joint clit Aluminum As per the site requirement . Fastener to be used hilti India Make only				
	Approximate quantity	Nos	26		
Mode of measurements: Nos Units in Nos Rate in words : Rupees.....only per Nos					
10	<u>OPERATION KIT FOR CRADLE SYSTEM :</u> Supplying and installation of Manual operation kit for the Cradle system including 10mm thick Nylon Rope , belt and other accessories . Fastener to be used hilti India Make only.				
	Approximate quantity	Set	1		
Mode of measurements: Set Units in Set Rate in words : Rupees.....only per Set					

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	45/49

11	CLEANING Of ACP SHEET AND OPERATION OF CRADLE SYSTEM : Providing service for the operating the Manual Cradle system for One Year , AND cleaning the ACP sheet As per the instruction of the UTIITSL Official and other Service if required . 12 Service per year . Fastener to be used hilti India Make only				
	Approximate quantity	Job	L.S		
Mode of measurements: Lumpsum Units in Job Rate in words : Rupees.....only per Job .					
<p style="text-align: center;">Total PART A :</p> <p>(Rupees..... Only)</p>					

Contractor's Signature

Seal

Client ID	35
Tender No.	1641
Page No.	46/49

DECLARATION

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

I / We 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.

Rates are inclusive of all the taxes i.e. Sales Tax, Excise Duty, Royalty, Octroi, Works Contract Tax, or any other statutory liabilities, taxes, VAT, duties i.e. the rate should be all inclusive. but exclusive of Service tax

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

Date : _____

SIGNATURE OF TENDERER
WITH RUBBER STAMP

Client ID	35
Tender No.	1641
Page No.	47/49

WEEKLY PROGRESS REPORT

Weekly Progress Report

WEEK-

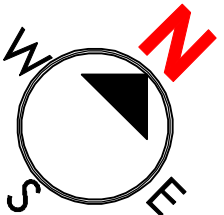
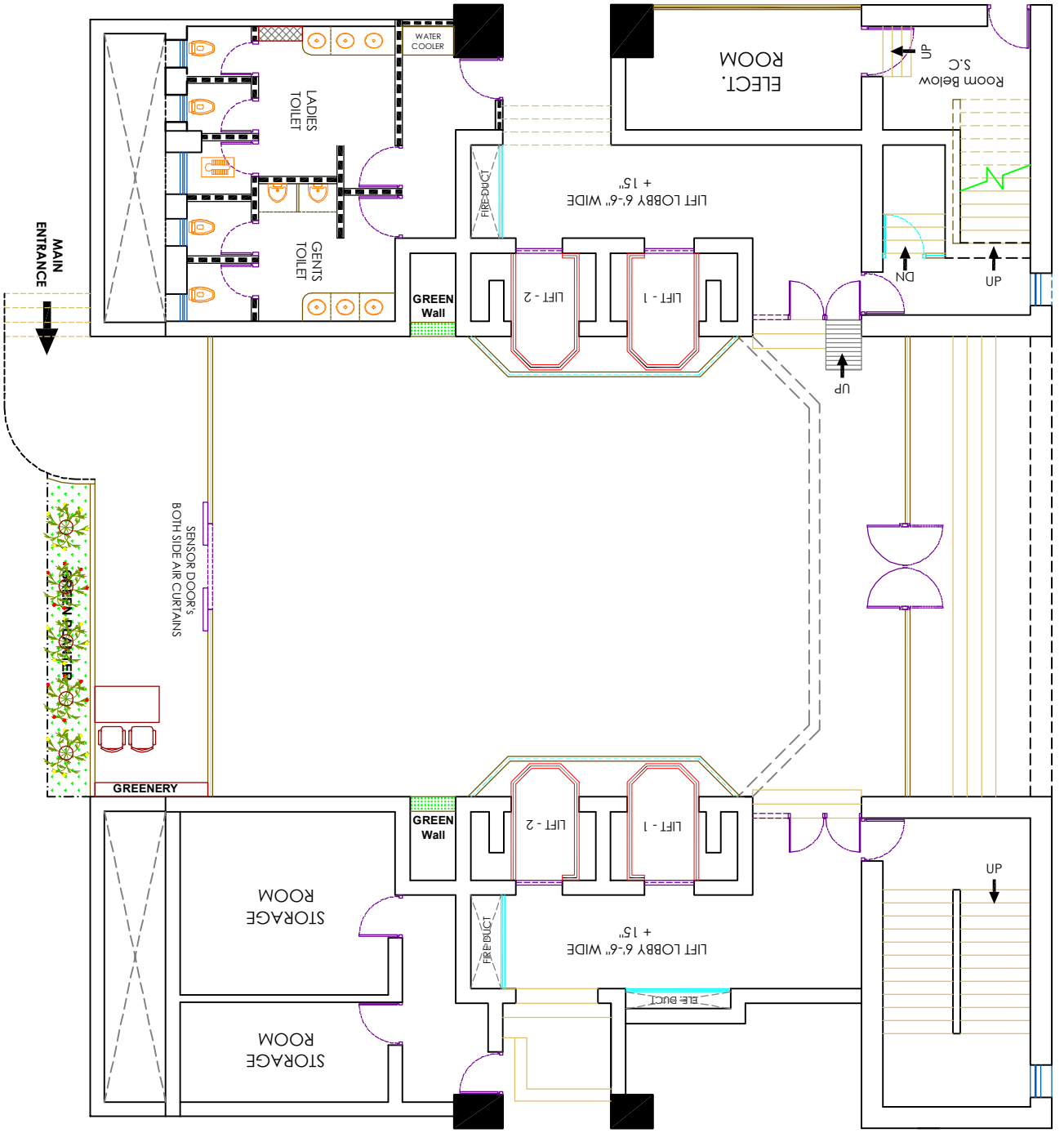
Date of REPORT

1	Client 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 Manager :	
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

Seal

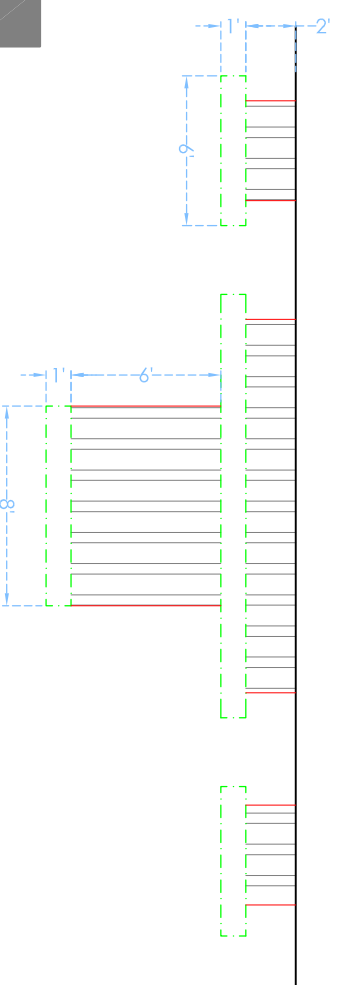
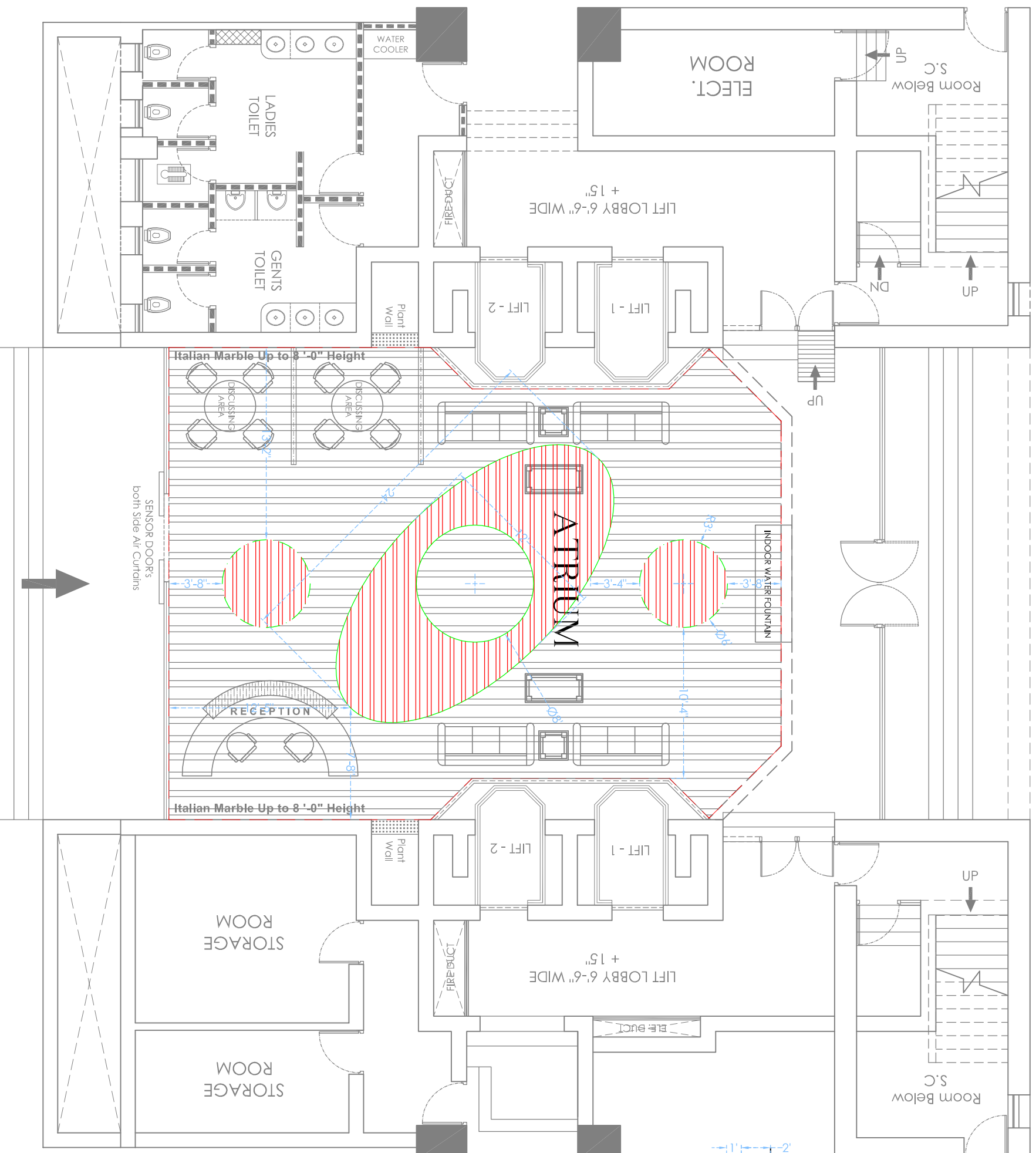


GRID : 2'-0"

REVISION	DATE	DESCRIPTION
06.04.19		FOR APPROVAL
		FOR COMMENTS
		FOR INFORMATION
		FOR REFERENCE
		FOR RECORDS
		FOR TENDER

DRAWING TITLE		 UTI Infrastructure Technology and Services Limited
PROPOSED INTERIOR LAYOUT OF UTIITSL AT CBD BELA-FUR		
CLIENT		DRAWING NO.
UTIITSL		UTIITSL / CBD / GR / 01 - A
		DATE
		11-11-2019

GROUND FLOOR - ENTRANCE LOUNGE



-  - Gypsum False Ceiling
-  - Gypsum False Ceiling
-  - Gypsum False Ceiling

**Main
Entrance**

GRID : 2'-0"

REVISION	DATE :	DRAWING TITLE	CLIENT	DRAWING No.	DATE
FOR APPROVAL		FALSE CEILING LAYOUT OF UTITSL AT CBD BELAPUR	UTITSL	UTITSL / CBD / GR / 02-A	
FOR COMMENTS					
FOR INFORMATION					
FOR REFERENCE					
FOR TENDER					



05-04-2019