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Issued to M/s. _____

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD. MUMBAI

Address: UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051
Tel No: 022 26547615 / 7616 Fax: 022 26547626 / 7627
CIN- U65991MH1993GOI072051

FINANCIAL BID (Terms)

Name of work:

Tender for Supply, Installation, Modification, Testing and Commissioning of Fire Alarm System and Comprehensive Annual Maintenance Contract (CAMC) Installed at UTI Infrastructure Technology and Services Limited, Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad - 500 001

Estimated Cost	:	Rs. 12.00 Lakh + GST
Pre Bid Meeting	:	17/02/2020 at 11.00 am,
Last date of submission of e-tender	:	03.00 p.m. on 06/03/2020
Date of opening of the Technical Bid	:	03.30 p.m. on 06/03/2020
Venue of the submission of Physical documents. (Envelope I & II)	:	The Deputy Vice President UTI Infrastructure Technology And Services Ltd. UTI Tower, 'Gn' Block, Bandra Kurla, Complex, Bandra (E), Mumbai – 400 051
Validity of Tender	:	60 days from the date of Financial Bid Opening.
Time of commencement	:	Within 7 days from the date of work order.
Stipulated period of Completion	:	Within 60 days from the date of the work order.
Documents to be provided	:	<ul style="list-style-type: none"> i) CAR Policy and Workmen Compensation policy during the contract Period from approved Insurance Co within 7 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. 24,000 (Rupees Twenty Four Thousand only) in the form of DD in favour of "UTI Infrastructure Technology And Services Limited" Payable at Mumbai

Contractor's Signature

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UTI Infrastructure Technology And Services Ltd.

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UTI Infrastructure Technology And Services Ltd.

TENDER NOTICE

- 1.0 UTIITSL invites E- tender in Two Bid System (**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 , Bandra Kurla complex , 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 date, and time as mentioned on title page no. 1
- 1.5 Tenders will be opened on the stipulated date and time as mentioned on title page no. 1 in the presence of the bidders/bidders 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 should strictly be uploaded through E –Tender portal only. Financial Bid in Physical form 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 shall be filled in both figures and words against each item. Amount column shall 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 Earnest Money 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 estimated value have to be submitted within 7 days from the date of work order

Successful bidder has to submit Performance Bank Guarantee of 5% of estimated value Plus GST amount for the Period of six months schedule of work plus two months after completion

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

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 "Supply, Installation, Modification, Testing & Commissioning of Fire Alarm System" at the office Premises of UTI Infrastructure Technology And Services Ltd., Hyderabad and submit the same on the following address:

The Deputy Vice President
UTI Infrastructure Technology And Services Limited
UTI Tower, 'Gn' Block
Bandra Kurla Complex, Bandra East
Mumbai – 400 051

2.7 Tenders will not be received after the due date and the time. However, if 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.

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- 2.9 UTITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the bidder
- 2.10 The bidders are advised to drop the tender in tender box kept in the office of UTITSL as mentioned on cover page 1 or ensure that the tender reaches the office before the due date and before Time.
- 2.11 The bidders 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 UTITSL 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, 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 UTITSL 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 bidder 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 date and time and place in the presence of the contractors who are present.
- 3.2 The tender of EMD, Technical Bid shall also be opened through on line , as per the E- Tender procedure by the tender opening committee.
- 3.3 The bidders who are not qualified in the Technical bid would be summarily rejected.
- 3.4 The financial bids for only those bidders, 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. UTITSL 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 incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action
- 4.2 Tenders 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 bidders shall not cancel / withdraw the tenders during that period.

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5. **EARNEST MONEY DEPOSIT:**

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

The Earnest Money Deposit of the successful bidder will be retained and will be refunded after completion of the work.

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 the tender is accepted.
- c. Does not commence the work within the time specified in the work order.
- 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 bidder does not quote for any item/sub-item in the tender.
2. If the bidder fails to countersign each and every correction in the rate(s).
3. If the bidder does not meet the eligibility criteria or is barred from participation.
4. If the bidder 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 bidder whose tender has been accepted will be issued a Work Order. This “Work Order” will state the “Contract Price” that UTIITSL will pay 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 bidder/Contractor will sign the Articles of Agreement and Indemnity for payment of taxes and duties and return the same to UTIITSL.

7.3 Within 7 days after receipt of the Work Order, the successful bidder/Contractor shall deliver to the UTIITSL, 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/CONTRACT**

8.1 Canvassing in connection with the tender is strictly prohibited. Failure of the successful bidder 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.

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8.2 A bidder 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.

9 **CORRUPT AND FRAUDULENT PRACTICES**

UTIITSL requires that bidders 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;

- **UTIITSL** means UTI Infrastructure Technology And Services Ltd. having their Corporate Office at Plot no. 3, Sector 11, 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 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 UTIITSL 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 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

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- **“Specifications”** means the Specifications of the Works included in the Contract. Any modification or additions to the said specification would be as approved by UTIITSL Corporate Office.
- **“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 Head Infrastructure 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
 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

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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 UTIITSL, but may not assign the Contract. Sub-contracting shall not alter the Contractor's obligations.

15. **OTHER CONTRACTORS**

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

16. **THE WORKS**

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Work commencement 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 UTIITSL before they can be 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.

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18 **WORK PROGRAM**

The Vendor shall submit 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 and after approval of Head Infrastructure shall thereupon approve the virtual completion date and handover the completed site to UTIITSL such other communication whichever is later.

20. **ACCESS TO SITE**

- 20.1 The Project Manager / any official of UTIITSL 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 Head Infrastructure 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**

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, extension of time to the extent justified should be taken from the Head of the Infrastructure Department. 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 IS 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 / Head Infrastructure on demand.

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- 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.
- 23.5 The contractor must submit **manufacturers test certificate** of important materials, and if so desired by the Project Manager / Head Infrastructure 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 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.
- 23.9 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 / Head Infrastructure. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, UTIITSL 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 UTIITSL under the present or any other contract.
- 23.10 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.
- 23.11 The workmanship should be of high quality / standard and the decision of the Project Manager/Head Infrastructure UTIITSL shall be final in this regard.

24 **WORKING CONDITIONS:**

- 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.

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- 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 at contractor's own cost.
- 24.7 The contractor should make his own arrangement for storage of materials. 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. UTIITSL 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 UTIITSL.
- 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 UTIITSL 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.
- 25.2 UTIITSL 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 UTIITSL 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 done. 50 % of the payment will be released against delivery of the material at site after verifying the quantity at site by UTIITSL.
- 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 UTIITSL, failing which the bill will be returned.

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- 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 UTIITSL 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 40% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period. 10% of the Security Deposit shall be retained and shall be released after satisfactory completion of Comprehensive Annual Maintenance Contract (CAMC) as per BOQ (Bill of Quantity).
- 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. UTIITSL 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.

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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:
“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.”
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 Before execution of any extra items, the Project Manager should get the written approval of Head Infrastructure . 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 Head Infrastructure, UTIITSL before execution of the said work. **No claims of extra items/ additional work will be settled without the written approval of Head Infrastructure.**
- 27.6 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.
- 27.7 The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of UTIITSL.
- 27.8 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).

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29. **Defect Liability Period :**

- 29.1 Defect Liability Period is **12 months** from the date of virtual completion of the work.
- 29.2 During the course of Defect Liability Period the bidder 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, UTIITSL 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 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
- 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. UTIITSL 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 UTIITSL against all claims in that behalf.
- 30.6 The contractor should ensure adherence of all the requirements under the State and Central Rules in force.

Contractor's Signature

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- 30.7 The contractor should submit an Affidavit / Declaration on payment of Taxes / Duties under GST Laws as per format given at Annexure-I hereunder. .
- 30.8 The Contractor has to submit Insurance policy from IRDA approved Insurance Company, against fire and/or such other risk(s)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 UTIITSL 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 UTIITSL. The contractor shall fully indemnify UTIITSL against all claims which may be made against 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 UTIITSL against all claims which may be made upon 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.
- 30.11 The contractor shall also fully indemnify UTIITSL 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 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.
- 30.13 The contractor shall take Fire policy and/or such other risk(s) Policy 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 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.
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.

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31.2 The Contractor shall pay liquidated damages to UTIITSL for each day that the actual Completion Date is later than the specified Completion Date. UTIITSL 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 Head Infrastructure 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, UTIITSL 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 UTIITSL feels the work cannot be completed within the stipulated time, UTIITSL will have the right to terminate the contract after intimating to UTIITSL, by giving three notices to the contractor within a period of 10 days. UTIITSL has the full discretion to do so and the decision of UTIITSL shall be final and binding in this regard. It will be at the full discretion of UTIITSL 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, UTIITSL 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 Head Infrastructure 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

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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 Head Infrastructure 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.
- 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 ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.
- 33.7 In case of any change in the constitution of the firm during the contract period, this shall be intimated to Head Infrastructure without delay.
- 33.8 The contractor has to ensure safety of the premises and the work till handing over of the same to user.
- 33.9 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, Head Of the Department will settle the contractual matters amicably between UTIITSL and the Contractor.
- 34.2 Should the Contractor be not satisfied by the decision or interpretation conveyed by the Head Of the Department, 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.
- 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 bidder cannot move directly to the court unless until the dispute not been sorted out by UTIITSL and Contractor/bidder.

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UTI Infrastructure Technology And Services Ltd.

APPENDIX TO CONDITIONS OF CONTRACT		
1.	Time of Completion	60 days from the date 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 Financial Bid.
5.	Bank Guarantee	<p>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.</p> <p>[REDACTED]</p> <p>Successful bidder has to submit Performance Bank Guarantee of 5% of estimated value Plus GST amount for the Period of six months schedule of work plus two months after completion</p> <p>[REDACTED]</p>
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 40% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period. 10% of the Security Deposit shall be retained and shall be released after satisfactory completion of Comprehensive Annual Maintenance Contract (CAMC) as per BOQ(Bill of Quantity).
7.	Taxes under GST Law	<p>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 in Electronic Ledger maintained on the GSTN Portal.</p> <p>[REDACTED]</p> <p>The contractor who wishes to quote for the tender should have GST registration and should mention the registration number.</p> <p>[REDACTED]</p>
8.	Insurance policy To be submitted within 5 days of the date of work order	<ol style="list-style-type: none"> 1. CAR policy with value of 125% of the contract value in the joint name of 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 4. Insurance policy against fire and/or such other

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		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	<p>1. No advance payment will be made</p> <p>2. 50 % of the Payment will be released against delivery of the material at site, after verification by UTIITSL Engineer.</p> <p>3. Final Bill settlement within 45 days from the date of proper submission of bill.</p>
11.	Deductions	<p>Income Tax at source as per Income Tax Rules and as per Income Tax directives.</p> <p>TDS as applicable</p> <p>Cess applicable as per the local rules</p> <p>Any other Statutory Deductions if applicable will be deducted as per law.</p>
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 Bidder
For (Name of the Contractor and Designation)

Contractor's Signature

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Annexure-I
Articles of Agreement

(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, 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,

Witness :

Signature

M/s _____

Seal,

Date :

Place :

Contractor's Signature

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ARTICLES OF AGREEMENT

For Supply, Installation, Modification, Testing & Commissioning of Fire Alarm System
(On Rs.600/- non-judicial stamp paper by the successful bidder)

THIS AGREEMENT Is made at Mumbai this ____ day of _____, 2020 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, Navi Mumbai – 400614 (hereinafter called the ‘UTIITSL’ which term unless repugnant to the context and meaning thereof , shall mean and include its successors and permitted assigns) of the FIRST part

and

M/s. _____, (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.

WHEREAS

UTIITSL has floated a tender no. _____ dated _____ for Supply, Installation, Testing & Commissioning of Fire Alarm System at the office Premises of UTI Infrastructure Technology And Services Ltd., Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad (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 Supply, Installation, Modification, Testing & Commissioning of Fire Alarm System at the office Premises of UTI Infrastructure Technology And Services Ltd., Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad.

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 within the time period stipulated in the tender.

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2. UTIITSL shall pay the Contractor 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

I: **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 UTIITSL as specified in the work order and tender document.

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 UTIITSL, 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 UTIITSL.
- 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 UTIITSL'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 UTIITSL for the purpose of verification and carrying out audit.

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- 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, UTIITSL 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 “UTI Infrastructure Technology And Services Limited, 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 UTIITSL, failing which the bill will be returned.
- 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 UTIITSL within 45 days 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 40% will be released after satisfactory completion of Defect Liability Period/ extended Defect Liability Period. 10% of the Security Deposit shall be retained and shall be released after satisfactory completion of Comprehensive Annual Maintenance Contract (CAMC) as per BOQ(Bill of Quantity).
- h. The contractor should submit the No Claim Certificate and joint measurements along with the Final Bill.**

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- i. The contractor should approach the concerned 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 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. UTIITSL 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.
- 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 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

VI. **Liability :**

The Contractor shall be responsible for providing the services as mentioned in Work Order/ Tender Document or 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, UTIITSL 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.

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VIII. **Indemnity**

- a) The Contractor shall indemnify, defend and hold harmless UTIITSL 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 UTIITSL and undertakes to fully compensate UTIITSL in case of any prejudice, claim or any loss arising or accruing to UTIITSL 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 UTIITSL against all claims which may be made against 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 UTIITSL against all claims which may be made upon UTIITSL, 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 UTIITSL 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.

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

If the work is not started satisfactorily by the contractor or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL 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 at the risk and cost of the contractor. UTI ITSL 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.

X. **Relationship, Term & Termination :**

The parties hereto agree that the parties have entered into this Agreement on Principalto Contractor basis and nothing in this agreement shall be construed to constitute the parties as UTIITSL and employee, joint ventures, co-owners or as participating in joint undertaking.

- 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, UTIITSL shall be entitled without prejudice to any other rights or remedies available to terminate / rescind the contract.

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- 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 UTIITSL feels the work cannot be completed within the stipulated time, UTIITSL 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 UTIITSL's full discretion and the decision of UTIITSL shall be final and binding. It will be the full discretion of UTIITSL 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.
- d. If at any time after the acceptance of the tender/work order, UTIITSL shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Project Manager of UTIITSL 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.
- 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.

X. 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 UTIITSL for each day that the actual Completion Date is later than the specified Completion Date. UTIITSL 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

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shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate

XI. **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 may subcontract with the prior approval of the Head Of the Department but may not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

XII. **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.

XIII. **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 UTIITSL in order to take all corrective and remedial measures to minimize the consequences of the same.

XIV. **Resolution of Disputes**

- a. Except where otherwise specifically stated, UTIITSL will settle the contractual matters amicably between UTIITSL and the Contractor.
- b. In an event the Contractor is not satisfied by the decision or interpretation conveyed by the Head of the Department, 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.

XV. **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.

XVI. **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:

UTITSL

Contractor

The Senior Vice President
Infrastructure Division
UTI Infrastructure Technology And Services Ltd.
Plot no. 3, Sector 11, CBD Belapur,
Navi Mumbai 400 614

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.

XVII. **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 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.

XVIII. **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

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XIX. Amendment

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





























XX. 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.

XXI. 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.

IN WITNESS WHEREOF THE official seals of UTIITSL 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 :			Signature and Seal :	
Name			Name	
Designation			Designation	
Date			Date	
				
In the presence of :			In the presence of :	
				
Signature			Signature	
Name			Name	
Address			Address	
Date			Date	

UTI Infrastructure Technology And Services Ltd.

Contractor's Signature

Seal

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Special conditions of the contract

1. Tenders if submitted by bidders 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 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. 10% of the Security Deposit shall be retained and shall be released after satisfactory completion of Comprehensive Annual Maintenance Contract (CAMC) as per BOQ(Bill of Quantity).
8. The contractor agrees to provide the maintenance services in proper manner for the said fire alarm system which would include preventive maintenance/ monthly regular services of the fire alarm system and / or replacement of any items necessary for keeping the fire alarm system active and free from any defects / disturbance and also on any unscheduled call for corrective and maintenance services taking appropriate measures / steps on time to set right the malfunctioning of the fire alarm system. The replacement of defective spares with good quality and standard spares will be done by the L1 contractor, without any extra charge of any kind. If the L1 contractor fails to provide CAMC of the fire alarm system after the warranty period of one year, 10% of the Security Deposit retained for the purpose of satisfactory completion of CAMC is liable to be forfeited.
- 8) The contractor needs to work as per UTIITSL's Time Schedule .

Contractor's Signature

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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. 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 Material Procurement Schedule before commencement of work and the progress chart during the course of work. The Material procurement chart is incorporated in the Tender document for guidance. The contractor shall submit his version of 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 specialized 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 UTIITSL 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 bidder 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.
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.

Contractor's Signature

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- 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 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 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 .
13. The bidder is strictly advised to adhere to all the safety norms and precautions as stipulated in the IS standards. The bidder 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 UTIITSL 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.

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UTI Infrastructure Technology And Services Ltd.
GENERAL SPECIFICATIONS

MATERIALS

Materials shall be of the best-approved quality obtainable / available and they shall comply to the respective Bureau of Indian Standard Specifications.

The bidder has to submit the Test certificate in original to UTIITSL and the entire charges of testing shall be borne by the Bidder.

All materials supplied by or through UTIITSL OR other specialized firms if any, shall be properly stored and the bidder shall be responsible for its safe custody until they are required on the works/until the completion of work.

Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specification the quality of materials, workmanship, dimensions etc., shall be as specified here-in-under.

All equipment and facilities for carrying out field tests on materials shall be provided by the bidder without any extra cost.

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GENERAL PREAMBLES TO SCHEDULE OF QUANTITIES

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

1. 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.

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2. ANCILLARY WORKS:

All the furniture need to be made at contractor own factory only, the installation work should be carried at the site as per the Instruction of the Project Manager . All the materials to be delivered at site with proper packing at UTIITSL site.

3. PRICE FLUCTUATION / VARIATION:

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.

4. TESTING OF MATERIALS INCLUDING:

4.1 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.

4.2 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 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 UTIITSL and such Make/Makes shall be used after the approval of UTIITSL.

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 that 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 UTIITSL 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 – Fire Alarm

Sr.	Description	Specification
A.	Fire Alarm System	Make
1	Intelligent fire panel	Apollo
2	Repeater fire Panel	Apollo
3	Optical smoke detector with Base with dual indication.	Apollo
4	Optical Heat detector with Base with dual indication.	Apollo
5	Response Indicator.	Apollo
6	Electronic Hooter.	Apollo
7	Manual Call Point.	Apollo
8	2cx1.5sq. Mm untwisted, unshielded, copper armored.	As per fire rule.(make-polycab, phinolex)

NOTE :-

Whether a product is equivalent or not, will be decided by the Engineer-in-Charge/ Project Manager 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 Project Manager /Engineer / Corporate Office 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 Project Manager /Engineer / UTIITSL whose decision shall be final and binding to contractor in this regard.

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TECHNICAL SPECIFICATIONS

1.0 SCOPE OF THE WORK :

- 1.1 The scope of work shall cover the installation, testing and commissioning of Fire Alarm System, Detectors & etc., meeting the requirements shown in equipment schedule and the drawings, with good engineering practices.
 - 1.2 After Completion of work as per fire Rule/ NBC/IS, the contractor shall test the entire system in presence of UTI ITSL, Fire Officer and Project Manager submit test report for submission to local fire authority if required.
 - 1.3 Test certificates of equipments from OEM/ Manufactures are to be submitted at the time of delivery of materials at site.
 - 1.4 The successful contractor shall be responsible for liasoning with LOCAL FIRE AUTHORITY for obtaining NOC if Required.
 - 1.5 The tender is invited from OEM & authorized sales and service Dealer / Distributor and bidders are required to submit authorization certificate to this effect at the time of submission of tender.
 - 1.6 Submit certificate from OEM & regarding authorized sale and service dealer/Distributor at the time of submission of tender or else their tender is liable to be rejected.
 - 1.7 The bidders should visit offices to inspect before quoting the rate
 - 1.8 Pasting of Serial No slip and installation date on slip (Minimum size 10 Cm x 15 Cm on sticker paper) having installation and inspection date with signatures of the person inspecting the fire alarm system, as directed by UTI ITSL.
 - 1.9 Submit test certificate of fire alarm system at the time of Bill/delivery of fire alarm system at site with safely.
 - 1.10 Installation also complete, of fire detectors with base box at above or below ceiling. The rate should include the same
 - 1.11 New fire system connecting with UPS power supply, with installed UPS at UTI ITSL, CBD Belapur.
 - 1.12 Vendor comply/fulfill all fire compliance as per fire department norms towards the system. Thus, you are requested to complete the work in floor wise/phases so that the work can be channelized step by step.
 - 1.13 All Items as per Fire Norms & IS.
 - 1.14 Fire equipments Purchase from OEM & authorized sales and service
 - 1.15 Authorization Dealer / Distributor with their Authorization Certificate.
 - 1.16 Fire Panel is approved UL/ EN 54
 - 1.17 Tenders if submitted by bidders 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 contractor needs to take necessary permission from society including the payment of security deposit for on refundable basis if required.
 3. It is the responsibility of the contractor to get the confirmation certificate from the Project Manager after virtual completion of the work, if required .
 - a) After Completion of work as per fire Rule/ NBC/IS, the contractor shall test the entire system in presence of UTI ITSL, Fire Officer and Project Manager submit test report for submission to local fire authority if required.

Contractor's Signature

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- b) Test certificates of equipments from OEM/ Manufactures are to be submitted at the time of delivery of materials at site.
- c) **The successful contractor shall be responsible for liasoning with LOCAL FIRE AUTHORITY for obtaining NOC if Required.**
- d) The tender is invited from OEM & authorized sales and service Dealer / Distributor and bidders are required to submit authorization certificate to this effect at the time of submission of tender.
- e) Submit certificate from OEM & regarding authorized sale and service dealer/Distributor at the time of submission of tender or else their tender is liable to be rejected.
4. The bidders should visit offices to inspect before quoting the rate.
5. Pasting of Serial No slip and installation date on slip (Minimum size 10 Cm x 15 Cm on sticker paper) having installation and inspection date with signatures of the person inspecting the fire alarm system, as directed by UTI ITSL.
6. Submit test certificate of fire alarm system at the time of Bill/delivery of fire alarm system at site with safely.
7. Installation also complete, of fire detectors with base box at above or below ceiling. The rate should include the same.
8. Removal of existing fire detector and panel etc. and with Buyback offer (at the Data Centre).
9. Checking and connecting of the fire panel with UPS installed at UTI ITSL, Hyderabad.
10. Vendor comply/fulfill all fire compliance as per fire department norms towards the system. Thus, you are requested to complete the work in floor wise/phases so that the work can be channelized step by step.

11. Description

(A) This section of the specification includes the supply, installation, modification, testing, commissioning and handing over of an intelligent analog addressable fire alarm system required to form a complete, operative, coordinated system for the Tender for Supply, Installation, modification, Testing and Commissioning of Fire Alarm System and CAMC Fire alarm system installed at UTI ITSL, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai 400 614

(B) It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, control panels, auxiliary control devices, enunciators, power supplies and wiring as specified herein.

(C) All below items are required as per IS Specification, it shall include but not be limited to,

- i) Fire Alarm system initiating devices.
- ii) All items as per fire norms and IS.
- iii) Fire equipments purchased from OEM and authorized sales and service authorization dealer/distributor with their authorization certificate.
- iv) Panel approved standard UL/EN 54

Contractor's Signature

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Scope of Work CAMC		
Name of work - Maintenance of Intelligent Addressable Fire Alarm System		
Sr.	Monthly Check	Quarterly Check
1	Cleaning of main control panel and cards.	Cleaning of main control panel and smoke detectors and performance check up after the cleaning and effective to be made in log book. Cleaning as 2, 4, 6 ones time & 1,3,5,7 other time.
2	Check of operational readiness of control panel in case of electrical mains failure.	The quarterly check up shall be carried out with out the main supply and battery voltage shell be checked with all hooters operating. A test certificate shall be recorded in the log book for this action.
3	Visual check of manual call points and their performance.	Zone check up of monitoring circuits, quarterly check shall be performed by simulating the last detector on each number correct operation of fault indicated shall be checked and entered in log book.
4	Check of sounding electrical hooters.	The agency shall have to perform yearly smoke fire drill at the time and place decided by the department demonstration healthy performance of the complete automatic fire detection system.

Note:



1. Any damage to the existing installations during the execution of work will the responsibility of the contractor and will be made good to the satisfaction work and nothing extra will be paid.
2. Any accident /electrocution caused due to negligence or during of normal work etc., shall be responsibility of the contractor.
3. All safety precaution shall be taken so as to avoid any accident or inconvenience to the members of staff.
4. Spare parts/reprogramming shall be arranged by the contractor free of charge.
5. In case of any faulty part taken out of any fire alarm system and replaced, the same shall be handed over to the UTI ITSL.
6. Any damage caused to the equipments, detectors, etc., during maintenance shall be made good by the contractor and nothing extra will be paid.
7. The call back service shall be provided within 4 hrs from lodging / informed the complaints.
8. The contractor shall maintain log book showing all the checking, faults of the fire alarm system
9. Successful bidder has to submit as built drawing at the time of handing over the site.

Contractor's Signature

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UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

Note :

1. Rates to be quoted by the bidders 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 bidder, or it does not correspond with the rate written either figures or in words, then the rate quoted by the bidder in words shall be taken as correct.
3. Where the rate quoted by the bidder 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 UTIITSL Engineer/ Project Manager and an Electrician has to be present during site work.
5. The Contractor need to attend to any Complaints brought out by the UTIITSL Engineer/ Project Manager/ Engineer immediately and if the Contractor fails to attend to the work, the work will be carried through other Agencies and the expenditure will be deducted from the Contractors Bill.
6. Contractor need to protect entire furniture's & other asset belonging to the UTI ITSL. The work need to be carried out as per the direction of the UTIITSL Engineer/Project Manager and the Contractor needs to obtain necessary permission from the local authority .
7. Necessary Permission required, if any, for execution of the work shall have to be obtained by the Contractor at the quoted rates from the Concern Local authority.
8. 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.
9. After Completion of work as per fire Rule/ NBC/IS, the contractor shall test the entire system in presence of UTI ITSL, Fire Officer and submit test report for submission to local fire authority if required.
10. Test certificates of equipments from OEM/ Manufactures are to be submitted at the time of delivery of materials at site.
11. The successful contractor shall be responsible for liasoning with LOCAL FIRE AUTHORITY for issuing NOC if Required.

Contractor's Signature

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UTI Infrastructure Technology And Services Ltd.

SUMMARY

Note : The contractor 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 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 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.

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 BIDDER
WITH RUBBER STAMP

Contractor's Signature

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WEEKLY PROGRESS REPORT FORMAT

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 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>			
	Status of Miscellaneous Items. Tick whichever is completed			
	a			
	b			
	c			
	d			
	Other (specify)_____			

Contractor's Signature

Seal