

Tender No.	1094
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Issuedo M/s. _____

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

Address:. UTI Infrastructure Technology and Services Ltd., UTI Tower, Gn, Block, Bandra Kurla Complex, Bandra, (East), Mumbai-400051

Tel No: 022-66786078, 66786334 . Fax: 022-66786364, 02266786005

Name of work:

Supply, Installation, Testing and Commissioning of Automatic Voltage Stabilizer at office Premises of all Over India

Last date of submission of tender	:	03.00 p.m. on 25/ 11/ 2014
Date of opening of the Tender	:	03.30 p.m. on 25/11/ 2014
Venue of the Tender opening	:	UTI Infrastructure Technology and Services Ltd., UTI Tower, Gn, Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051
Validity of Tender from the date of opening	:	One Year.
Time of commencement from the Work Order date	:	Immediately
Stipulated time of Completion	:	Within 30 days from the date of Work Order.
Documents to be provided	:	Indemnity regarding Central Excise Payments, CAR Policy, Agreement.
Earnest Money Deposit	:	Rs. 5,000 in favour of "UTI Infrastructure Technology and Services Ltd.", payable at Mumbai

Contractor's Signature

Seal

UTI Infrastructure Technology And Services Ltd.

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UTI Infrastructure Technology And Services Ltd.

Tender Notice

On behalf of our client, we hereby invite sealed tenders for the above work as per the enclosed schedule of quantities, specification, list of materials and as per the terms and conditions spelt out in this notice:

A. Submission of Tender :

Tenders in sealed covers superscribing **“works as mentioned on the cover page (Page no.1) of the tender** and quoting the reference number of the letter forwarding this notice should reach the office of, UTIITSL as mentioned on the cover page of the tender.

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

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

2) Consultant means UTI Infrastructure Technology And Services Ltd. (UTIITSL) having their head office at ground floor, UTI-Tower, Gn Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. Ph. No.022-66786078/6334 Fax No. 022-66786005/6364.

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

Only the Tender form issued by UTIITSL should be used.

- 4) The tender document is available free of cost on our website i.e. www.utiitsl.com. The tenderer can also collect the tender form from our office on payment by paying demand draft / pay order of any Nationalised Bank as mentioned. The tenderer is requested to download the complete tender document from our website as given above and take the printout of the complete tender document.

As far as possible corrections in the tender documents to be avoided. However in case of any corrections, the same should be authenticated by the person who is signing the Tender. Over writing on the tender document is not permitted.

The Tender should be forwarded in the official letterhead of the tenderer.

Contractor's Signature

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5. The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) should be addressed to **“The Company Secretary, UTI Infrastructure Technology And Services Ltd. (UTIITSL), Ground floor, UTI-Tower, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051”** and reach the office on or before date fixed and notified in the tender document.
6. The Tenders will not be received after the due date and the time fixed. However, if the UTIITSL desires to extend the time limit, it will do so by informing all the tenderers either before the due date and time fixed for submission or after the due date and time.
7. In case the due date for submission / opening of the tender is declared as a public holiday in the State, (where the tender document is to be submitted), the time limit will be automatically changed to the next working day at the same time.
8. In case, the tenderer does not wish to quote for the work, the same should be informed to UTIITSL over letter / fax addressed to The Company Secretary on or before the due date of submission of the Tender. **The blank Tender also must be returned to the UTIITSL.** The technical specification, design and all other contents of the tender documents are patent and the same should not be reproduced without the prior permission of the UTIITSL. The payment made to UTIITSL towards the cost of the tender document is not refundable.
9. UTIITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer.
10. The tenderers are advised to hand over the duly filled tender directly to the office of The Company Secretary (UTIITSL.) or ensure that the tender reaches the office before the due date fixed for submission of the tender.
11. **The tenderers are requested to inspect the site of work and acquaint about the site conditions and rules and regulations before quoting the rates. For this, the officials of UTIITSL may be contacted to make the arrangements.**

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12. The rate quoted should be inclusive of the cost of materials, labour, transportation, Sales Tax, Excise Duty, Cess, Sales Tax on works contract, VAT or any other expenditure that may be incurred during the course of work.
13. The tender should be submitted strictly as per the terms & conditions spelt out in the tender notice. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender may be considered as invalid/void.

14. Incomplete tenders are liable to be rejected.

B. Opening of the Tender:

1. The sealed tenders will be opened in the presence of the authorised official of the UTIITSL/Client on the day as specified on the cover page.
2. Intending tenderers who wish to be present at the time of opening of tenders may be present at the office address as mentioned in page no. 3 point on Note. 2 on the day fixed for opening of the tender.

C. Acceptance of the tender :

1. The rates quoted by the contractors should be valid as specified in the cover page.
2. UTIITSL reserves the right to accept / reject summarily any / all tenders in whole or part thereof without assigning any reason whatsoever and also does not bind itself to accept the lowest or any other tender.
3. It will be open to UTIITSL to negotiate the terms including the rates quoted with the lowest tenderer. The negotiated price by UTIITSL will be the contract value and work order will be placed for the said amount.
4. The tenders for the work shall remain for acceptance for a period as specified on the cover page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
5. Each tenderer must submit an Earnest Money Deposit of as mentioned on the cover page (page no.1) in the form of a **Demand Draft only** in favour of UTI Infrastructure Technology And Services Ltd. payable at Mumbai drawn on any Nationalised bank (and which shall not bear any interest). **The Demand Draft should be placed in a separate envelope** and the tender document duly filed shall along with the tender duly marked with details. **No tender will be accepted with out EMD in separate cover.** The EMD will not carry any interest. In case of failure on the part of the contractor for commencement of work / delay in execution of the project, the said amount will be forfeited.

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6. The Earnest Money will be returned to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and will get converted as a part of Security Deposit for the due performance of the contract.

7. Earnest Money Deposit will be forfeited, if the contractor:

- a. Revokes the tender or increases the earlier quoted rates within the validity period.
- b. Refuse, delay to sign and execute the contract after tender is accepted.
- c. Does not commence the work within the time specified in the letter of intent/work order or 7 days from the issue of such letter, whichever is later.

8. The tenders will be rejected if;

- If the contractor does not quote any of the item/sub-item in the tender.
 - If the contractors make the correction in the rate while quoting and not countersigned duly stamped at that particular item of work.
9. The tender which does not fulfill any of the prescribed conditions will not be accepted.
10. Canvassing in connection with the tender is strictly prohibited.

D. Execution of Work :

1. The work should commence *within the period specified on the cover page no.1* from the date of the receipt of work order or the date that may be indicated in the work order. Accordingly, date of commencement of the work will be reckoned from the day as specified in the cover page.
2. The *work should be completed as specified on the cover page calculated* from the date of commencement of the work or within the time limit that may be indicated in the work order.
3. Time allowed for execution of work, as specified in tender, shall be the essence of the contract.
4. If the tenderer commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, UTIITSL shall be entitled without prejudice to any other rights or remedies available may terminate / rescind the contract.
5. If the tenderer fails to carry out the work within the stipulated time mentioned in the work order, the UTIITSL will have liberty *to impose penalty @ 2% of the total contract value per week* of delay subject to an overall limit of 10%, without prejudice to other remedies available. The tenderer has to pay to UTIITSL such amount that may fall short over the amount due to them, if any.

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6. However, if UTIITSL is convinced that the delay in execution of the work is beyond the circumstances created by the tenderer, they may award extension of the same to the extent they feel justified based on the request of the tenderer. In such case liquidated damages will be levied for the balance period, if any as provided as per the condition of the tender.
7. If the tenderer fails to commence the work within the days as specified on the cover page from the date of receipt of intimation for commencement of the work and / or the contractor fails to show 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 days notice** to the contractor, at the full discretion of UTIITSL and the decision of UTIITSL will be final and binding. 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. The amount that may be spent for completion of the balance work will be recovered from the contractor. It will be the full discretion of UTIITSL to carry out the balance work through any agency at any rate as per the specification.
8. All the ***materials and workmanship*** shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS codes and as per directions of the Engineer-in-charge.
9. The tenderers shall submit photocopies / originals of vouchers / challans etc., for verification of actual purchases of any material, if so, desired by the Engineer-in-charge.
10. The tenderer shall have to carry out testing of all materials brought on site at their own cost in any institute / laboratory / site of works as desired by the Engineer-in-charge. No extra claim will be entertained for such testing of materials.
11. The tenderer 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.
12. The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. The rate quoted should be firm for the deviated quantities of work also.
13. The tenderer's workers will not be allowed to stay at the work site.
14. The tenderer or his workers can use the common facilities such as drinking water, toilet etc., provided at the premises. However, it should be ensured that the same should be kept in hygienic condition. The Actual consumption for water and electricity charges paid by the Contractor.

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15. Water and Electricity as per the availability at site can be made use of by the contractor. If not available the contractor has to arrange it on his own. The Actual consumption for water and electricity charges paid by the Contractor.
16. In case of any damage to the existing structure, the tenderer should rectify the same free of cost up to the satisfaction of the Engineer-in Charge.
17. UTIITSL will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification.
18. The tenderer should protect the work till its completion and handing over against any possible damage, theft, scratches, etc.
19. The tenderer has to make arrangements for cleaning the work site every day and on completion of the work from the work area at his cost.
20. The tenderer should provide samples of the materials for approval of UTIITSL and the samples will be kept in the custody of the Engineer-in-charge.
21. Wherever possible the work has to be carried out at the factory of the contractor and the items to be transported to the site.
22. The tenderer should make necessary arrangement for inspection of the items made at his factory / work place by the Engineer-in-charge. The tenderer should complete fabrication and other works at factory and only assembling work and the finishing may be carried out at the site.
23. The tenderer should abide by the rules and regulations for the premises especially on the working hours, entry to the workers to the premises, interpersonal relation with the staff members and other agencies engaged at the site.
24. The tenderer should make necessary arrangement for covering of all the furniture items/ records, if any of the client with cover / cloth during the course of work.
25. **The tenderer should arrange a qualified technical supervisor at site during the course of the entire work.** The tenderer should not change the supervisor till completion of the work. The supervisor should be available at site when the work is in progress.
26. Any damage / loss to UTIITSL will be rectified at the cost & risk of the contractor.
27. The workmanship should be of high quality / standard and the decision of the Engineer-in-charge / Consultant shall be final in the regards.
28. The tenderer should not apply primer / putty work / paint or any other finishing material before inspection and certification of the wood work by the Engineer in Charge.

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29. The tenderer should not engage any person prohibited by the law for execution of the job.
30. The tenderer should carry out the work strictly as per the specification and as directed by the Engineer-in- Charge.
31. All the materials proposed to be used should have the approval of UTIITSL.
32. The materials required for the work **should be purchased only from the manufactures directly or from the approved dealers.** Confirmation for the same may be submitted if so desired.
33. The tenderer should strictly follow the approved colour scheme. The colour scheme will be intimated to the contractor within a week from the date of issue of the work order. However UTIITSL has the liberty to make any other modifications as per requirements.
34. The dismantled material / debris should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at his own cost.
35. The tenderer 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. Security for the material such stood/lying at site will be arranged by the contractor.
36. Any damage / loss will be rectified at the cost & risk of the tenderer.
37. The tenderer has to maintain a book for instructions from the Engineer-in-charge.
38. The work need to be carried out strictly as per the society rules and regulation.
39. The contractor needs to take necessary permission from society including the security deposit on refundable basis if required.
40. The waste material to be removed on day to day basis.
41. It is the responsibility of the contractor to get the confirmation certificate from the concerned branch manager after virtual completion of the work.
42. All the electrification work shall be carried out by the licensed electrician under the supervision of licensed electrical contractor. After completion of the work, they shall submit the test certificate for the electrical work carried out by them.
43. Contractor need to prevent entire furnitures and other assets belongs to Income Tax department

E. Payments :

1. No advance will be paid.

Contractor's Signature

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- 1(a.) **The billing is to be done in the name of the client as specified on cover page (page no.1) of the tender.**
- 1(b) **The Contractor has to submit the bill strictly as per the format of the specifications as mentioned on the bill of quantities in the tender document.**
2. **All the payments shall be released to the tenderer on back to back basis once the payment is received from the client.**
3. The running account bills will be released fortnightly for the completed items of work and for the partly completed items based on the percentage of the work executed on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other statutory deduction and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills.
4. The payment towards the settlement of running bills will be treated as the advance towards settlement of final bill.
5. 10% of the value of each running bill will be deducted as Retention Money / Security Deposit.
6. The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements.
7. 50% of the Security Deposit will be refunded together with the final bill. The remaining 50% will be returned to the tenderer after the completion of defect liability period of *12months*. **Before releasing the security deposit, it is mandatory that the contractor has to take the completion certificate from the respective Client.**

The contractor should approach the concerned client officials immediately on completion of the Defect liability Period and obtain such certificate so that the Security Deposit should be released. In the event that some rectification or some repairs have to be carried out, the same should be completed and got certified from the concern client and forwarded to us for releasing the Security Deposit.

Note: It is responsibility of the contractor to take the no objection certificate/ no defects certificate from the concerned official on completion of the defect liability period. UTITSL/ Client would not be responsible for the certificate.

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In case the no defect certificate/no objection certificate is not taken by the contractor, then the defect liability period will increase till the said no defect certificate/ no objection certificate is obtained by the contractor from the concerned officials.

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

F. Escalation :

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

G. Defect Liability Period :

1. Defect Liability Period as per the terms of the contract is *12 months* from the date of virtual completion of the work. The work will be considered as virtually completed only when the tenderer completes the entire work as per the specification and joint inspection of work by the Engineer-in-charge and tenderer.

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2. The **Security Deposit** will be refunded only after the defect liability period of *12 months* and rectification of the defects occurred whether pointed out in inviting or not. It will be the duty of the contractor to inspect the site for defects and rectify the defects within the defect liability period.
3. During the course of Defect Liability Period the tenderer has to rectify all the defects, if any, noticed free of charge.
4. In case the tenderer fails to attend the rectification work within 7 days of reporting the same in writing, UTIITSL will have the liberty to carry out the said work through some other contractor at the cost & risk of the tenderer. Such expenditure incurred to the client will be recovered from the Security Deposit. In case any expenditure incurred is more than the Security Deposit, the tenderer should pay the difference that may fall short.
5. While carrying out the rectification work, the tenderer should ensure that the surroundings should be protected against any possible damage. In case of any damage, the same should be made good by the tenderer.

H Statutory obligations to be followed :

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

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5. The tenderer should submit a statement confirming that all duties / taxes of every nature covered under the contract have been paid and the tenderer shall indemnify the UTIITSL against all claims in that behalf.
6. The tenderer should ensure adherence of all the requirements under the State and Central Rules in force.
7. The tenderers should submit an affidavit / Declaration on payment of Central Excise as per the enclosed format.
8. The tenderer should also submit when required, a copy of the declaration filed with the Central Excise for the last financial year.
9. The tenderers are required to take ***Contractor's All risk insurance policies (CAR Policies)*** with respect to the work within one week from the receipt of the work order and the workmen with an approved Indian Insurance Company in the **joint name of the CLIENT and the Tenderer** from the day of commencement of work till the defect liability period.
10. The value of the work to be insured would be 125% of the contract value.
11. The CAR policies should have additional coverage under 3rd party liabilities and maintenance period. The liabilities should be one lakh rupees per accident and the number of accidents should be infinity. The maintenance period shall be the defect liability period as per the terms of the contract. The photocopies of the premium receipt and the policies should be submitted to UTIITSL.
12. The tenderer has also to insure their workers under Workman's compensation Act- 1923.
13. UTIITSL will have the right to protect its interest either by taking insurance directly or by any action that may deem fit on account of the tenderer and recover the same from the tenderer in case the tenderer fail to do so.

H. Responsibilities of the tenderer

1. The tenderer should enter into an agreement as per the articles of agreement on stamp paper attached with this notice within 7 days of issue of acceptance of the tender.
2. The tenderer shall not sublet the work without written approval from UTIITSL.
3. The tenderer should co-ordinate with all the other contractors for execution of the project.
4. The tenderer should set out the layout at site before commencement of work and obtain approval to the same from UTIITSL.
5. The contractor should arrange for sufficient light & power point required for entire project at his cost.

Contractor's Signature

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6. The tenderer should clear the site within 7 days of virtual completion of work of all material not paid for.
7. The tenderer should submit the schedule and bar chart of work before commencement of the work within 7 days of receipt of workorder.
8. The tenderer should take adequate precaution against fire hazard at site. The tenderer should ensure that all fire safety measures are taken during execution and that the work carried out is as per the fire safety norms of the local Fire office.
9. The tenderer should arrange scaffoldings / ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.
10. The tenderer should submit rate analysis for the extra/deviated items of work before commencement of the work.
11. The tenderer should submit samples of the material proposed to be used for the approval of UTIITSL.
12. The tenderer should prepare mock-up of the items for the approval of the UTIITSL and as per the advice of UTIITSL, the contractor has to modify the mock-up samples till it meets with the approval of the UTIITSL. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.
13. In case the tenderer is a partnership firm, any change in the constitution of the firm shall take place only with the prior approval of UTIITSL during the contract period.
14. The tenderer should submit shop drawings for all the items for the approval of UTIITSL before execution of each item of work.
15. The tenderer should remove the rejected work / materials immediately on receipt of instruction to do so.
16. The tenderer has to ensure safety of the premises and the work till handing over of the same to UTIITSL.
17. The tenderer should submit the As-built drawings of the entire work together with the Final bill.
18. All disputes/ differences, if any, arising between the parties out of or relating to the works, meaning or operation or effect of this Contract or the breach thereof will be settled by two Arbitrators, one each appointed by the tenderer and UTIITSL in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on both the parties.

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19. The Contractor should strictly follow up the rule of the building Societies for executing the job times schedules etc.

20. The contractor should obtain necessary permission from the building society executing the said work along with the security deposit amount if any which is on refundable basis.

- The special condition annexed with this notice has to be strictly followed.
- This notice shall form part of the contract.

Contractor's Signature

Seal

UTI Infrastructure Technology And Services Ltd.

Summary		
1.	Time of Completion	30 days from the date of commencement of work
2.	Date of Commencement of work	Immediately from the date of issue of 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	One Year Rate Contract
5.	Security Deposit (Retention money)	10 % of total value of work done, out of which 50% will be released at the time of settlement of final bill.
6.	Sales Tax, Excise duty, Royalty, Octroi, Work contract tax or any other statutory levies / Taxes / Cess.	To be entirely borne by the Contractor. The rate/ amount quoted shall be inclusive of all the taxes, VAT, duties and levies valid for the entire contract period. The rates to be all-inclusive and nothing shall be paid extra.
7.	Insurance policy	<ol style="list-style-type: none"> 1. CAR policy with value of 125% of the contract value in the joint name of client and the tenderer. 2. Third Party Insurance ó Rs.1 Lac per accident and no. of accidents infinte.
8.	Defects Liability Period	12 (Twelve) months from the date of virtual completion / handing over of site to the client
9.	Terms of Payment	<ol style="list-style-type: none"> 1. No advance 2. All the payments (running bills and final bill) shall be released to the tenderer on back to back basis once the payment is received from the client. 3. Final Bill settlement within 45 days from the date of proper submission and verification of measurements and handing over of site to client whichever is later.
10.	Deductions	Income Tax at source as per Income Tax Rules and as per Income Tax directives.

Contractor's Signature

Seal

		<p>Sales Tax / Works Contract Tax/ Commercial Tax as applicable in the statement.</p> <p>Cess applicable as per the local rules Any other Levy/Cess/Tax to be deducted at source by law.</p>
11.	Extra / Additional work	15% of the cost of material and labour towards overheads and profit

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

(Seal)
For (Name and address of the Contractor)

Signature of the Tenderer
For (Name of the Contractor and Designation)

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Annexure-I

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

From : The Contractor

To : UTI Infrastructure Technology And Services Limited,
UTIITSL Tower, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai ó 400 614

Dear Sirs,

We refer to the tender dated _____ for _____ **at the Office premises mentioned on cover page (page No.1) of the tender.** We hereby confirm that we have complied with all formalities in the performance of our Contract for the supply of goods and services under all statutes governing the same, Central, State or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

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

Yours truly,

Date : _____

**SIGNATURE OF CONTRACTOR
WITH RUBBER STAMP**

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

From : **Name of the Contractor**

To : UTI Infrastructure Technology And Services Limited,
UTIITSL Tower, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai ó 400 614

Dear Sirs,

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

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

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

Yours truly,

Date:

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**

Contractor's Signature

Seal

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

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Mumbai this _____ between _____ UTI Infrastructure Technology And Services Limited, having its Registered Office at UTI ITSL Tower, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai ó 400 614(hereinafter called the "Consultant" of the one part) and _____, (hereinafter called the "Contractor" of the other part).

WHEREAS the consultant on behalf of client _____ is desirous of carrying _____, hereinafter called "The Work" and has prepared drawings/specifications the Schedule of Quantities, which have been seen and understood by the contractor..

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings or described in the Specifications and/or the priced Schedule of Quantities.
2. _____, the Client shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions either directly or through the consultants.
3. The said conditions and appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreement on their part respectively in such conditions contained.
4. The contractor shall complete the work within the time period stipulated in the work order. Time is the essence of contract.
5. Work completion certificate to be taken by contractor from the client.
6. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Mumbai and only the Courts in Mumbai, shall have jurisdiction to determine the same.

Contractor's Signature

Seal

7. This Contract comprises :
- i) Tender documents serial pages _____ to _____ dated _____.
 - ii) Subsequent correspondence and written instructions from time to time on the work
 - iii) Work order no. _____ dated _____
 - iv) Specifications and Drawings
8. Only NIL alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed by the Contractor and The Company Secretary / official otherwise designated by UTI Infrastructure Technology And Services Limited, the said officer is hereby authorised to sign and initial the documents on behalf of the **UTI Infrastructure Technology And Services Limited**, the document forming part of this contract.
9. IN WITNESS WHEREOF THE official seal of the UTI Infrastructure Technology And Services Limited, was thereto affixed on its behalf by the Company Secretary / official otherwise designated by UTI Infrastructure Technology And Services Limited and the Contractor/s has / have signed this Agreement on the dates respectively mentioned against their signatures in the presence of the following witnesses.

Signed by the Contractor

Signature with: _____

Rubber Stamp

Date : _____

In the presence of :

Signature : _____

Name : _____

Address : _____

: _____

Date : _____

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

Signed by í í í í í í í í í í í í í í í í .

Name : _____

Address : _____

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: _____

: _____

Date : _____

In the Presence of

Signature : _____

Name : _____

Address : _____

: _____

: _____

Date : _____

Contractor's Signature

Seal

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UTI Infrastructure Technology And Services Ltd.

Special conditions of the contract

- 1. The wood to be used should have similar / uniform grains and should be totally free from white portions, decay, knots etc.**
- 2. All the edges of the plywood should be teak beadings. The beading to be fixed with adhesive / screw/ nails.**
- 3. 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.**
- 4. The contractor shall submit the Bar Chart & PERT chart before commencement of work and the progress chart during the course of work.**
- 5. For the design and other details mentioned in the entire document UTIITSL alone has the patent right.**
- 6. The contractor shall take the prior approval from UTIITSL for subletting the job even if the same is to a specialized agency.**
- 7. In case UTIITSL rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work.**
- 8. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.**
- 9. The contractor has to make necessary arrangement for internal lighting at the site.**

Contractor's Signature

Seal

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10. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
11. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.
12. The electrical installation works to be carried out by engaging licensed electrical contractor. The successful tenderer shall submit the photocopy of Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
13. The contractor shall submit the single line drawing of electrical installations/ wiring of completed work along with the final bill.
14. The contractor shall submit the Test Certificate of the Electrical installations carried out by him as per requirement of local Electrical supply Authority, Indian Electricity Rules, and Indian Electricity Act.
- 15. The work shall be carried out on holidays and Sundays, after and before office hours and during office hours on working days, only if, permitted by the client / owner of the premises / society by observing all the safety norms as advised and as mentioned elsewhere in this tender. There should not be any problem, disturbance in office/ other areas/ floors if the work is to be executed in working office.**
16. The successful tenderer shall depute one electrician and one helper during office hours to avoid any electrical breakdown in electrical installation.
- 17. The tenderer is strictly advised to adhere to all the safety norms and precautions as stipulated in the BIS / NBC standards. The tenderer should follow all the relevant direction on safety and the directions related to safety as given in the tender. Please note that no work is to be carried out without following safety norms. Any instructions from any one against these norms are not to**

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be followed and reported to the client / UTI ITSL in writing. UTI ITSL office will not be responsible for any work or any consequences or any damages arising out of action taken by the contractor which is in violation of this clause.

18. The successful bidder shall submit manufactures. Test certificate at full load along with final Bills.

19. The successful bidder shall office warranty for Automatic Voltage Stabilizers for one year.

Contractor's Signature

Seal

Technical Specifications for Automatic Voltage Stabilizer system

Working input voltage range - 160-265 V, 50 Hz 100-280 V, 50 Hz

Output Voltage range - As Required, as per Specifications, and as per application

High/low Cut-Off system - Protects the connected Equipment against dangerous high voltage

Technology - IC based electronic circuit for High reliability and self Protection

Time Delay - Time delay circuit provided to reduce surge current and overload

Capacity - 4 KVA /5 KVA

Regulation - +/- 10 %

➤ Voltage stabilizer shall correct the voltage automatically as per the required specification and variation limit without any distortion in the output voltage waveform.

➤ Voltage stabilizer shall be air-cooled.

➤ Auto Control Unit:

- PCB relay/electronic relay
- Auto/Manual Switch
- Set of Push Buttons
- Lower, raise switch/push buttons
- Indication lights
- Input & Output voltmeter

Data Sheet for the Single phase Automatic Voltage stabilizers is attached separately. To be filled by tenderers.

Sr. No.	DESCRIPTION	Details to be confirmed by bidders		
		4 KVA	5 KVA	Remark
1	Stabilizer rating at site conditions for continuous operation: 1ph/1ph natural Air cooled			
2	Method of installation: Indoor/ free standing on room floor or wall mounted			
3(a)	Input/Output Voltage: 1phase/1phase, 160 to 265 $\pm 10\%$ /230V $\pm 1\%$			
3(b)	Input/Output Voltage: 1phase/1phase, 100 to 280 $\pm 10\%$ /230V $\pm 1\%$			
4	Efficiency at full load better than 98%			
5	Duty cycle : 100% continuous			
6	Overload capacity:			
7	Overall dimensions: Length in mm Width in mm Height in mm			
8	Protection for U/V, O/V, output O/L shall be provided with MCB at input shall be provided.			
9	Stabilizer with suitable capacity 4 core cable with 15Amp, 3pin plug top.			

Contractor's Signature

Seal

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UTI Infrastructure Technology And Services Ltd.

PREAMBLE TO THE BILL OF QUANTITIES

The work supply, Installation, Testing and Commissioning of UPS System is to be carried out for distribution all over India. The quality of work proposed should have *the best* workmanship. The contractor should ensure that only the first quality materials mentioned in the list of material is purchased for the project.

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

BOQ for Supply, Installation, Testing & Commissioning of Automatic Single phase Voltage Stabilizer

Sr. No.	Description	Qty	Unit	Rate	Total Amount
A	Automatic AC Voltage Stabilizer				
1	Supply , Installation ,Testing and Commissioning of 4 KVA AC 50Hz Single phase Automatic voltage stabilizer of (Make -Servomax, proline make, stabiline, Parth Electronics, Godrej, V Guard, Blue Line and Carrier Midea-Camipro Beltek or equivalent make) having following features: Working Voltage Range : 160 to 265 V,50 Hz /165V-275V, 50Hz, Output Voltage : 230 V, 50 Hz Regulation : +/- 10%	01	No		
	Mode of measurements : Counts Units : Each. Rate in words : Rupees í only per No				
2	Supply , Installation ,Testing and Commissioning of 4 KVA AC 50Hz Single phase Automatic voltage stabilizer of (Make -Servomax, proline make, stabiline, Parth Electronics, Godrej, V Guard, Blue Line and Carrier Midea-Camipro, Beltek or equivalent make) having following features: Working Voltage Range : 100 to 280 V,50 Hz /105V-290V, 50Hz, Output Voltage : 230 V, 50 Hz Regulation : +/- 10%	01	No.		
	Mode of measurements : Counts Units : Each. Rate in words : Rupees í only per No				
3	Supply , Installation ,Testing and Commissioning of 5 KVA AC 50Hz Single phase Automatic voltage stabilizer of (Make- Servomax, proline make, stabiline, Parth Electronics, Godrej, V Guard, Blue Line and Carrier Midea-Camipro, Beltek or equivalent make) having following features: Working Voltage Range : 160 to 265 V,50 Hz /165V-275V, 50Hz, Output Voltage : 230 V, 50 Hz Regulation : +/- 10%	01	No		
	Mode of measurements : Counts Units : Each.				

Contractor's Signature

Seal

	Rate in words : Rupees í only per NO				
4	Supply , Installation ,Testing and Commissioning of 5 KVA AC 50Hz Single phase automatic voltage stabilizer of (Make- Servomax, proline make, stabiline, Parth Electronics, Godrej, V Guard, Blue Line and Carrier Midea-Camipro, Beltek or equivalent make) having following features: Working Voltage Range : 100 to 280 V,50 Hz /105V-290V, 50Hz, Output Voltage : 230 V, 50 Hz Regulation : +/- 10%	01	No.		
	Mode of measurements : Counts Units : Each.				
	Rate in words : Rupees í only per NO				
	Grand Total				

Note – 1) The rate shall be valid for one year order for supply of Automatic voltage stabilizers shall be placed as and when requirement will come.

2) All Venders shall have service offices for supply and installation of Voltage Stabilizer.

Contractor's Signature

Seal

UTI Infrastructure Technology And Services Ltd.

Name of the work	Tender for Supply, Installation, Testing and Commissioning of Automatic voltage Stabilizers for office premises at locations all over India
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SPECIFICATIONS

General

A: MATERIALS

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

Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with UTIITSL.

In case of non-availability of materials in metric sizes, the nearest higher size in FPS units shall be provided with the prior approval of UTIITSL for which neither extra will be paid nor any rebate shall be recovered.

If directed, materials shall be tested in any approved Testing Laboratory and the Test certificate in original shall be submitted to UTIITSL and the entire charges of testing excluding charges for repeated tests if ordered shall be borne by the Tenderer.

It shall be obligatory for the tenderer to furnish Certificate, if demanded by UTIITSL from the manufacturer or the material supplier that, the work has been carried out using their material and as per their recommendation.

All materials supplied by or through UTIITSL OR other specialized firms if any, shall be properly stored and the tenderer 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 tenderer without any extra cost.

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NOTES:

(THE ABOVE ARE THE GENERAL SPECIFICATION SHOULD BE READ IN CONJUNCTION WITH BILL OF QUANTITIES. THE BILL OF QUANTITIES MAY BE TAKEN AS THE BASIS FOR THE WORK TO BE EXECUTED. IN CASE OF ANY DISCREPANCY IN THE SPECIFICATION AND THE BILL OF QUANTITIES, THE BILL OF QUANTITIES MAY BE TAKEN AS FINAL IN CASE THE CONTRACTOR SHOULD CHECK UP WITH THE ENGINEER IN CHARGE WHO'S DECISION WILL BE FINAL.)

Contractor's Signature

Seal

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Confirmation of Acceptance of Tender terms and conditions

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

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

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

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

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

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**

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DECLARATION

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

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

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

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

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**