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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 66786078/ 6334. Fax : 022 66786005 / 6364.

Name of work:

Tender for Supply, Installation, Testing And Commissioning of LED Lightings in place of existing TL / CFL at office premises of UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

Tender Issue Date : 22/01/15

Last date of Tender Submission of Tender : 3.00 p.m 18/02/2015

Last date of opening of the Tender (Technical Bid) : 3.30 p.m. 18/02/2015

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

Submitted by :

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

Stipulated time of Completion : 30 days

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

**Earnest Money Deposit : Rs. 50,000/- (Rupees Fifty Thousand
only)**

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UTI Infrastructure Technology And Services Ltd.

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UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

Tender Notice

On behalf of our client UTI AMC Ltd, we hereby invite sealed tenders for Supply, Installation, Testing and Commissioning of LED Lightings 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 “**Tender for Supply, Installation, Testing And Commissioning of LED Lightings at Office Premises of UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.**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 UTI ITSL as mentioned on the cover page of the tender.

The first part of tender will form the Earnest Money Deposit, second part will form Technical Bid and the third part will form the price bid. **The rates should be valid unto 90 days from the date of opening of price bid.** Also the rates should be inclusive of all taxes and duties for supply, installation, maintenance and operation at any place.

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

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- 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. having their office at ground floor, UTI-Tower, Gn Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. Ph. No.022-66786078 Fax No. 022-66786364.
 - 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.

a)Envelope 1 > The Earnest Money Deposit in the form of the Demand Draft should be placed in a separate envelope which should be clearly marked as " Earnest money for Tender for Supply, Installation, Testing And Commissioning of LED Lightingsat Office Premises of UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051." along with the tender.

b) Envelope 2 > The portion of tender dealing with technical data should be enclosed in an second envelope which should be clearly marked as “Description of Equipment, Technical Data ” i e tender document duly signed on each page.

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c) **Envelope 3** > The Price schedule indicating "Work contract" price for the job quoted by you should be enclosed in one envelope which should be clearly marked in bold letters "Price schedule only"

- 4) For this work the Engineer-in-charge is Mr N C Mazumdar.
 - a) Only the Tender form issued by UTI ITSL should be used.
 - b) 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.
 - c) The Tender should be forwarded in the official letter head of the tenderer.
5. The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) should be addressed to **"The Deputy Vice President, UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD. (UTI ITSL), Ground floor, UTI-Tower, Bandra - Kurla Complex, Bandra (E), Mumbai – 400 051"** and reach the office on or before date fixed and notified in the tender document.
6. The Tenders will not be received after the due date and the time fixed. However, if the UTI ITSL desires to extend the time limit, it will do so by informing all the tenderers either before the due date and time fixed for submission or after the due date and time.
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 UTI ITSL over letter / fax addressed to The Deputy Vice President on or before the due date of submission of the Tender. **The blank Tender also must be returned to the UTI ITSL.** The technical specification, design and all other contents of the tender documents are patent and the same should not be reproduced without the prior permission of the UTI ITSL. The payment made to UTI ITSL towards the cost of the tender document is not refundable.
9. UTI ITSL 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 Deputy Vice President (UTI ITSL.) 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 UTI ITSL may be contacted to make the arrangements.

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10) The rate quoted should be inclusive of the cost of materials, labour, transportation, Sales Tax, Excise Duty, Cess, Sales Tax on works contract, VAT but exclusive of Service Tax alongwith Education Cess and Secondary and Higher Education Cess as applicable to this Work Contracts Services. The service tax alongwith Education Cess and Secondary and Higher Secondary Education Cess shall be reimbursed on production of receipt of payment made to concerned authorities.

12. 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.
13. **The arrangement of the road permit for the supply of the tendered items at the specified location in the respected state will be done by the tenderer. However the reference/correspondence letter will be issued to the tenderer if required with the request to the UTITSL in writing.**
14. Incomplete tenders are liable to be rejected.

Criteria for Pre-qualification of contractors and Evaluation of Performance.

The tenderer shall fulfill any of the following condition to get pre-qualified in the tender;

- a. Three similar completed works (at least one of them should be in Central Government / Financial Institutions / Public Sector undertaking) costing not less than the amount equal to 40% of estimated cost i.e. Rs. 10,00,000.00 **in the last Three years ending the last day of the month previous to the one in which the tenders are invited.**
- b. Two Similar Works (at least one of them should be in Central Government / Financial Institutions / Public Sector undertaking), costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 12,50,000.00 **in the last Three years ending the last day of the month previous to the one in which the tenders are invited.**
- c. One similar work of aggregate cost not less than the amount equal to 80% of the estimated cost i.e. Rs. 20,00,000.00 **in the last Three years ending the last day of the month previous to the one in which the tenders are invited.**
- d. **The certificate of turn over for the year 2013-2014 shall be 80 lac to be submitted.**

Important - The bidders are required to attach a relevant copy of work order of similar work , work completion certificates from the authority from whom the work is carried out and also company profiles and copy of Electrical Contractor's License. Further, email ID and contact number to be mentioned on the sealed cover.

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B. Opening of the Tender:

1. The sealed tenders will be opened in the presence of the authorized official of the UTI ITSL/ 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. UTI ITSL reserves the right to accept / reject summarily any / all tenders in whole or part thereof without assigning any reason whatsoever and also does not bind itself to accept the lowest or any other tender.
3. It will be open to UTI ITSL to negotiate the terms including the rates quoted with the lowest tenderer. The negotiated price by UTI ITSL will be the contract value and work order will be placed for the said amount.

3(a) After opening of the tenders UTI ITSL would prepare the tender opening sheet ,the statement of amount quoted and hand over the same to UTI Asset Management Company Ltd., for further scrutiny of the tenders as UTI AMC Ltd., is the client who has engaged UTI ITSL as consultant and is the carrying out the work and the payment authority for the aforesaid work.

3 (b) It will be open for UTI AMC Ltd., to review the tenders, negotiate with the bidders as per UTI AMC Ltd., rules and regulation. UTI AMC Ltd., would be the authority to decided on the vender/tenderer/bidder to whom the work is to be awarded on the basis of the negotiations carried out by them.

3(c) After the finalization of the bidder by UTI AMC Ltd., as mentioned herein above the work order be placed by UTI ITSL on behalf of UTI Asset Management Company Ltd., for carrying out the work.

3(d) It is clarified that UTI ITSL shall have no say or n recommendation or any interference in the award of work which will be completely under the jurisdiction of UTI AMC Ltd., and completely as per the discretion of UTI Asset Management Company Ltd.

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.

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5. Each tenderer must submit an Earnest Money Deposit as mentioned on the cover page (page no. 1) of the tender 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/Scheduled Bank. **The Demand Draft should be placed in a separate envelope** and the tender document duly filled shall along with the tender duly marked with details. **No tender will be received with out EMD in separate cover. The EMD will not carry any interest.** In case of failure on the part of the contractor for commencement of work / delay in execution of the project, the said amount shall be forfeited.
6. The Earnest Money will be returned to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and will get converted as a part of Security Deposit for the due performance of the contract.
7. **Earnest Money Deposit will be forfeited, if the contractor:**
 - a. Revokes the tender or increases the earlier quoted rates within the validity period.
 - b. Refuse, delay to sign and execute the contract after tender is accepted.
 - 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 ;**
 - a. *If EMD is not submitted,*
 - b. *If the contractor does not quote any of the item / sub-item in the tender*
 - c. *If the contractors makes the correction in the rate while quoting and not countersigned duly stamped at that particular item of work.*
9. *The tenders which do 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* 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, UTI ITSL shall be entitled without prejudice to any other rights or remedies available may terminate / rescind the contract.
5. If the tenderer fails to carry out the work within the stipulated time mentioned in the work order, the UTI ITSL will have liberty *to impose penalty @ 2% of the certified final bill per week* of delay subject to an overall limit of 10%, without prejudice to other remedies available. The

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tenderer has to pay to UTI ITSL such amount that may fall short over the amount due to them, if any.

6. However, if UTI ITSL is convinced that the delay in 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 UTI ITSL feels the work cannot be completed within the stipulated time, UTI ITSL will have the right to terminate the contract by **giving three days notice** to the

Contractor, at the full discretion of UTI ITSL and the decision of UTI ITSL 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 UTI ITSL to carry out the balance work through any agency at any rate as per the specification.

8. All the ***materials and workmanship*** shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS 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.
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.
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. UTI ITSL will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification.

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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 UTI ITSL 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 (minimum diploma holder) supervisor at site during the course of the entire work. **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 UTI ITSL 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.
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 UTI ITSL.
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 UTI ITSL 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.

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35. The tenderer should make his own arrangement for storage of materials. UTI ITSL may provide some space subject to availability (uncovered) within the premises for storage purpose. Materials only as per requirement are to be stored at site. Security for the material such stood/lying at site will be arranged by the contractor.
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.

E Payments :

1. a) 50% of Work order amount based on accepted rates shall be paid to successful tenderer as Advance against submission of Bank Guarantee from any Nationalised Bank or Scheduled Bank as per format to be provided by UTIISL and shall be valid till completion of work.
- b) Balance 50% shall be released as full and final payment after successful completion of work, commissioning of the system and handing over.
2. Final Bill settlement within 30 days from the date of proper submission of all required documents and joint verification of measurements at site.
 - a. 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.**
 1. 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.
 2. The payment towards the settlement of running bills will be treated as the advance towards settlement of final bill.
 3. 10% of the value of each running bill will be deducted as Retention Money / Security Deposit.
 4. The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements.
 5. 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 *24months*. **Before releasing the security deposit, it is mandatory that the contractor has to take the completion certificate from the respective branch official.**

The contractor should approach the concerned Branch Manager 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 Branch Manager and forwarded to us for releasing the Security Deposit.

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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.

6. Income Tax, Sales Tax on Work Contract, VAT, Cess and / or any other Statutory deductions as per the prevailing rules at the time of execution will be deducted from the payable amount for which certificate will be issued in favour of the tenderer.

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.

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.

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.

The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of UTIITSL.

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 – (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 **24 months** from the date of virtual completion of the work. The work will be considered as virtually completed only when the tenderer completes the entire work as per the specification and joint inspection of work by the Engineer-in-charge and tenderer.
2. The ***Security Deposit*** will be refunded only after the defect liability period of **24 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

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the Security Deposit. In case any expenditure incurred is more than the Security Deposit, the tenderer should pay the difference that may fall short.

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

H. Statutory obligations to be followed:

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

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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 UTI ITSL.
12. The tenderer has also to insure their workers under Workman's compensation Act- 1923.
13. UTI ITSL will have the right to protect its interest either by taking insurance directly or by any action that may deem fit on account of the tenderer and recover the same from the tenderer incase the tenderer fail to do so.

I. Responsibilities of the tenderer

1. The tenderer should enter into an agreement as per the articles of agreement on stamp paper attached with this notice within 7 days of issue of acceptance of the tender.
2. The tenderer shall not sublet the work without written approval from UTI ITSL.
3. The tenderer should co-ordinate with all the other contractors for execution of the project.
4. The tenderer should set out the layout at site before commencement of work and obtain approval to the same from UTI ITSL.
5. The contractor should arrange for sufficient light & power point required for entire project at his cost.
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 work order.
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 UTI ITSL.
12. The tenderer should prepare mock-up of the items for the approval of the UTI ITSL and as per the advice of UTI ITSL, the contractor has to modify the mock-up samples till it meets with the approval of the UTI ITSL. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.
13. In case the tenderer is a partnership firm, any change in the constitution of the firm shall take place only with the prior approval of UTI ITSL during the contract period.

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14. The tenderer should submit shop drawings for all the items for the approval of UTI ITSL before execution of each item of work.
 15. The tenderer should remove the rejected work / materials immediately on receipt of instruction to do so.
 16. The tenderer has to ensure safety of the premises and the work till handing over of the same to UTI ITSL.
 17. All disputes/ differences, if any, arising between the parties out of or relating to the works, meaning or operation or effect of this Contract or the breach thereof will be settled by two Arbitrators, one each appointed by the tenderer and UTI ITSL in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on both the parties.
 18. The UTI ITSL is only an Consultant acting on behalf of the Client M/s UTI AMC Ltd no Arbitration or legal claim will stand against it. The claim, if any with regard to work/payment etc. will be only limited to the client M/s UTI AMC Ltd.
 19. Service Tax alongwith Education Cess and Secondary and Higher Education Cess as applicable to work Contract Services in terms of Section 66 B and Section 67 of Finance Act, 1994 read with Rule 2A of Service Tax (Determination of Value) Rules, 2006 shall be chargeable on the Contract. The quantum of Service tax chargeable by service provider shall be determined in terms of Service 68 (2) of Finance Act, 1994 read with Rule 2(1) (d)(i)(F) of Service Tax Registration Certificate of services provider to be enclosed along with tender application.
- The special conditions annexed with this notice has to be strictly followed.
 - This notice shall form part of the contract.

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SUMMARY	
Time of Completion	30 days from the date of commencement of work
Date of Commencement of work	Within 3 days from the date of issue of work order.
Liquidated damages	2 % of the total final certified value per week subject to the maximum of 10 % of the final certified value.
Minimum Value of work for interim certificate	As per payment terms of Tender
Validity of the offer	60 days from the date of opening the tender.
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.
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. (Excluded Service Tax).
Insurance policy	CAR policy with value of 125% of the contract value Third Party Insurance – Rs.1 Lac per accident and no. of accidents infinite.
Defects Liability Period	24 (Twenty four) months from the date of virtual completion / handing over.
Terms of Payment	1. Refer pg 10.
Deductions	1. Income Tax at source as per Income Tax Rules Sales Tax / Works Contract Tax/ Commercial Tax as applicable in the statement. 2. Cess applicable as per the local rules 3. Any other Levy/Cess/Tax to be deducted at source by law.
Extra / Additional work	15% of the cost of material and labour towards overheads and profit

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 Name and Full address

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We refer to the tender dated _____ for Tender for Supply, Installation, Testing And Commissioning of LED Lightings at Office Premises of UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.

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

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

Yours truly,

Date : _____

**SIGNATURE OF CONTRACTOR
WITH RUBBER STAMP**

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Annexure - II

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

From : The Contractor Name and Full address

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We / I refer to the tender dated _____ for Tender for Supply, Installation, Testing And Commissioning of LED Lightings at Office Premises of UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.. We advise that, we are covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us / me on the goods and services supplied to you. We / I further confirm that we / I have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statutes governing the same, Central, State or local.

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

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 / my obligation under the said tender / contract for payment of taxes, duties or otherwise.

Yours truly,

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**

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ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____, 2011 between UTI Infrastructure And Services Limited, having its Registered Office at Plot No.3, Sector 11, CBD Belapur, Navi Mumbai –400 614 (hereinafter called the ‘Consultant’ of the one part) and _____ (name and address of the contractor) (hereinafter called the ‘Contractor’ of the other part).

WHEREAS the consultant is desirous of carrying Tender for Supply, Installation, Testing And Commissioning of LED Lightings at Office Premises of UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051., hereinafter called ‘The Work’, and has prepared drawings/specifications the Schedule of Quantities.

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

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings or described in the Specifications and / or the priced Schedule of Quantities.
2. UTI 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.
1. 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.
2. 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.
3. This Contract comprises:
 - (i) Tender documents serial pages ____ to _____.
 - (ii) Subsequent correspondence:
 - (a) Letter no. - _____

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6. Only _____ (_____) alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed by the Contractor and The Deputy Vice President / official otherwise designated by Chief Executive Officer of UTI Infrastructure 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.
7. IN WITNESS WHEREOF THE official seal of the UTI Infrastructure And Services Limited, was thereto affixed on its behalf by The Deputy Vice President /official otherwise designated by Chief Executive Officer and the Contractor/s has / have signed this Agreement on the dates respectively mentioned against their signatures in the presence of the following witnesses.

Signed by the Contractor:

Signature: _____
Date: _____

In the presence of :

Signature: _____
Name: _____
Address: _____
Date: _____

For and on behalf of
UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

Signed by -----

Name: _____
Address: _____
_____ Date: _____

In Presence of:

Signature: _____
Name: _____
Address: _____

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UTI Infrastructure Technology And Services Ltd.

SPECIAL TERMS AND CONDITIONS OF THE TENDER

1.0 ROLES AND RESPONSIBILITIES

- 1.1 The Tenderer should quote for Supply, Installation, Testing and Commissioning and warranty services for all the equipment as per the tender requirements along with on-site comprehensive warranty for 24 months.**
- 1.2 Tenderer should guarantee availability of spares support for the period of next ten years after warranty period as mentioned.**
- 1.3 The work shall be carried out by skilled licenced electricians before after office hours and on Holidays on prior approval.**

2.0 WARRANTY

Onsite comprehensive warranty services for all the supplied equipment will be provided by the Tenderer for the period of 24 months from the date of acceptance of the system by the UTIITSL and replacement shall be free of charges.

The Tenderer shall provide services through professionally/technically qualified personnel during the warranty/AMC period at site.

5.0 PAYMENT OF BILLS

The following payment terms shall be made applicable: As stated on page no 09 & 10.

6.0 Acceptance of the Tender:

In general, the lowest Tenderer for a particular project will be awarded the work based on his rates quoted and the quantities of the work proposed to be executed for that project.

In the event if one particular Tenderer is emerging as the successful Tenderer for the entire region and the Tenderer expresses that he cannot carry out the jobs in the region simultaneously and / or the UTIITSL convinces that, the Tenderer shall not be able to execute more projects at the same time, the UTIITSL may carry out the work through other

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Tenderers by rationalising the amount. The following method would be adopted for finalizing the Tenderer:

- The other Tenderer may be advised to carry out the project at the quoted rates by the lowest Tenderer.

The following aspects will be considered while taking decision on award of multiple / repeat work.

- The Tenderer's ability to carry out multiple project both financial, technical supports, availability of labour force, tools and plants required for completion of the project.
- Adhering the time schedule in the first project.
- Adhering to the Bar chart.
- Co-ordination with various agencies involved in the project for the smooth implementation of the project.

The above terms and conditions are acceptable to us.

Signature of Tenderer:

Date:

Seal of Tenderer:

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UTI Infrastructure Technology & Services Ltd.

PREAMBLE TO THE BILL OF QUANTITIES

1. The work proposed is to be carried out at the Office premises mentioned on the cover page (no.1) of the tender. The premises are proposed to be provided with Furnishing, civil, Electrical and LAN cabling works. 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.
2. The work should be carried out in such a way that the structure is not disturbed.
3. 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.
4. In case of any major modification such items will be considered as an extra items. Payment for such items will be paid based on the Engineering rate / Market rate analysis. 15% of the total cost of material and labour will be considered as tenderer's profit.
5. The contractor should co-ordinate with the other contractors employed at the site for smooth flow of work.

Note:

1. Rates to be quoted by the tenderers in the item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figure and in words. However, if a discrepancy is found between the rate written in figures and rate written in words then the rate which correspond with the amount worked out by the contractor shall be taken as correct.
2. If the amount of an item is not worked out by the tendered, or it does not correspond with the rate written either figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
3. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
4. The scope of work includes the supply as well as installation of all the items mentioned below.
5. The rates to be quoted should shall be inclusive of all taxes, also include transportation cost, Octroi , VAT, Service Tax, Entry Tax, loading , unloading charges.
6. **Evaluation Criteria:-**
Total cost of ownership including the Supply, Installation, Testing and Commissioning of LED Lightings at the UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, mentioned in tender will be considered for arriving at final price quoted by the Tenderer.

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For arriving at L1 total cost of ownership (TCO) will be considered, which will consist of Cost of Equipment.

UTI Infrastructure Technology And Services Ltd.

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 shall any rebate 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 including 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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UTI Infrastructure Technology And Services Ltd.

BILL OF QUANTITIES:

Note :

4. Rates to be quoted by the tenderers in the item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figure and in words. However, if a discrepancy is found between the rate written in figures and rate written in words then the rate which correspond with the amount worked out by the contractor shall be taken as correct.
5. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
6. If the amount of an item is not worked out by by the tenderer, it does not correspond with the rate written either figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.

N C Mazumdar

Project Manager

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PRICE SCHEDULE –SITC Of LED Lightings

(Note- Rate should be inclusive of all the taxes i.e Sales Tax, Excise Duty, Royalty. Octroi Work contract Tax or any other statutory liabilities taxes, VAT, Duties i.e the rate should be all inclusive. But exclusive of service tax along with Education Cess and Secondary & Higher Education Cess which shall be reimbursed on production of receipt of proof of payment.\ the rate should inclusive of installation and commissioning of the work and free delivery of the material at the site.)

Sr. No.	Description	Unit	Qty	Rate	Amount
	SITC of LED Lightings				
1	<p>Supply, Installation, connecting, testing & commissioning of 18W LED Tubes (Retrofit) in existing fitting in replacement of existing 36W tube lights with all necessary connections including opening and re-fixing of light fittings and modifications as per requirement.</p> <p>The rate of buyback of existing tube shall be considered in quoted rate.</p> <p>As detailed below. Total Lumens : 1600. Luminaries efficiency: 100 %. Lamp efficiency: 90 lumen / watt. CCT-6000K, CRI-80 <u>(make Philips / Wipro / GE / Halonix / Orient)</u></p>	Nos	2200		
Mode of measurements : Counts. Units : Each (Rupees.....only)					
2	<p>Supply, Installation, connecting, testing & commissioning of 7W/m LED strips in cove light in replacement of existing 11W PL in cove of reception lobby on each floor along with all necessary connections and modifications, drivers etc, as per requirement.</p> <p>The rate of buyback of existing tube shall be considered in quoted rate.</p>	Nos	30		

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	As detailed below. 7W/m LED strip – 5mtrs / Pc. Total Lumens : 500. Luminaries efficiency : 80 %. Lamp efficiency : 90 lumen / watt. <u>make Philips / Wipro / GE / Halonix / Orient</u>				
Mode of measurements: Counts. Units : Each (Rupees.....only)					
3	Supply, Installation, connecting, testing & commissioning of 10W LED down lighter in existing fitting in replacement of existing MR16 12 50W halogen down lighter with all necessary connections and modifications as per requirement. The rate of buyback of existing tube shall be considered in quoted rate. As detailed below. Total Lumens : 465. Luminaries efficiency : 100 %. Lamp efficiency : 47 lumen / watt. <u>make Philips / Wipro / GE / Halonix / Orient</u> .	Nos.	120		
Mode of measurements: Counts. Units : Each (Rupees.....only)					
Grand Total (1 + 2 + 3) :Rs. (Rupees.....only)					

Signature of the Contractor

Date

Contractor's Signature

Seal

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Confirmation of acceptance of Tender terms and conditions

(To be signed by the Tenderer 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 Tender Enquiry without any deviation.

Offer with any deviation 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, 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 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 also understand that otherwise this is tender liable to be rejected.

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

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

The Sales Tax, Excise Duty, Royalty, Octroi Work contract Tax or any other statutory liabilities taxes, VAT, Duties as applicable to be entirely borne by Contractor. The service tax along with Education Cess and Secondary & Higher Education Cess as applicable to this work contract shall be paid by the contractor and reimbursed on production of receipt of proof of payment to the concerned authority.

The rate should inclusive of installation and commissioning of the work and free delivery of the material at the site

Date: _____

SIGNATURE OF TENDERER