

Client ID	01
Tender	1087
Page No.	1/25

TECHNICAL BID

UTI Infrastructure Technology And Services Ltd.

Tender Notice

- i) On behalf of our client, we hereby invite sealed tenders in **Two Bid Systems** comprising of (a) Technical Bid and (b) Financial bid alongwith Earnest Money Deposit for carrying out “**ANNUAL MAINTENANCE CONTRACT FOR Plumbing services SANITARY, FIRE FIGHTING, FOUNTAIN, WATER TREATMENT PLANTS AND FIRE PUMP INSTALLATIONS, Aqua guard installed at our TOWER, ‘Gn’ BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI-400 051**”.

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL) advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.utiitsl.com daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.utiitsl.com.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No individual letters / emails are sent regarding this.

The tender document consists of II parts:

I) Technical Bid and Special Conditions – Scope of the works and Tender terms and Condition

II) Financial Bid Form

Signature of the bidder

Client ID	01
Tender	1087
Page No.	2/25

In case of any clarification, intending bidder may contact, all queries should be addressed to the email id sangaiah.chettiar@utiitsl.com and sumitra.prabhu@utiitsl.com, No telephonic discussion or personal meeting would be entertained. , UTI Infrastructure Technology And Services Ltd., Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

A. **Submission of Tender:**

Part I – Technical Bid (to be kept in Separate Envelope super scribed as Technical Bid)

General Instructions:

1. The intending bidder has to submit the bid in four envelopes marked as envelopes as I, II, III and IV. Usage of Envelopes will be as under:
 - ii) **Envelope marked as I:** The Financial bid to be put in this envelope and sealed. This envelope would be **super-scribed as Financial bid**. This bid will be opened if the Tender qualifies in the Technical Bid.
 - iii) **Envelope marked as II:** The duly completed Technical bid **related to eligibility criteria with supporting documents e.g completion/** performance certificate, Turn over etc, duly notarized to be put in this envelope and sealed. This envelope would be **super-scribed as Technical bid.**
 - iv) **Envelope marked as III:** Each Tender must submit an Earnest Money Deposit as mentioned on the cover page (page no. 1 in Financial Bid) of the tender in the form of a **Demand Draft/ pay order only** in favour of “**UTI Infrastructure Technology and Services Limited** Payable at **Mumbai** drawn on any Nationalised bank/ approved scheduled Bank (and which shall not bear any interest). **The Demand Draft/ Pay order should be placed in a envelope no. III.** This envelope would be **super-scribed as Earnest Money Deposit.** **No tender will be accepted with out EMD.**
 - v) **Envelope marked as IV:** The above three sealed envelopes No. I, II and No. III should be placed in Envelope No. **IV** and sealed. **(i.e. Envelope marked as IV, will contain three envelopes**

Signature of the bidder

Client ID	01
Tender	1087
Page No.	3/25

marked as I, II & III). This envelope marked as No. IV would be superscripted as Tender for “**ANNUAL MAINTENANCE CONTRACT FOR Plumbing services SANITARY, FIRE FIGHTING, FOUNTAIN, WATER TREATMENT PLANTS AND FIRE PUMP INSTALLATIONS, Aqua guard installed at UTI TOWER, ‘Gn’ BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI-400 051**”

vi) If the tender is not super scribed then there are chances of accidental opening and liable for rejection of the tender, therefore it is advised that the tender be super scribed as above and deposited in the tender box kept for the purpose.

5. The duly filled in and sealed and super scribed tenders must be deposited in the specified tender box kept at the address “ The Deputy Vice President, UTI Infrastructure Technology And Services Ltd., Ground Floor, UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 “ at telephone no. **022-66786205 / 66786115 /6678 6312 Fax no.022-66786364.**

6. The tender may also be sent to by speed post to reach before the schedule time of 3.00 Pm , on address to “ **The Deputy Vice President** , UTI Infrastructure Technology And Services Ltd., Ground Floor, UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051” at telephone no. **022-66786205 / 66786115 /6678 6312 Fax no.022-66786364.**

7. **The Technical Bid will be opened as specified in the Cover page no1**, only when the EMD is found to be in order. **In absence of the EMD** or EMD not in order the TECHNICAL BID Envelope will not be opened.

8. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:

a. UTIITSL/ CLIENT takes no responsibility for any tender not reaching in time.

b. UTIITSL/ CLIENT takes no responsibility for tender not reaching at all.

c. UTIITSL/ CLIENT takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders will not be accepted at all.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	4/25

- d. In case of tenders sent by post, the role of UTIITSL/ CLIENT is limited and restricted to put in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.
- e. It is, therefore, advised that prospective Tenders / bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post.
- f. Tenders, which are not super scribed, may not be considered.
- g. Tenders, which are not addressed properly, may not be considered.

Criteria for Pre-qualification of contractors and Evaluation of Performance

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

1. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience of **not less than Three years** in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected
2. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.
3. For manpower requirement under this contract, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.
4. Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.
5. Valid registrations viz., Sales Tax / VAT / Central Excise / Service tax and with any other authorities as per requirement should be available with the vendor and be produced as and when required.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	5/25

6. Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTIITSL of any or all such consequences.
7. Bank Solvency certificate for Rs.3 lakh
8. The agency should adhere to the eligibility criteria. In any case, they should have prior experience in the same area for supply of manpower to other organizations of repute and UTIITSL reserves the right to check their credentials with the organizations they have been associated with.
- i. Plumbing Agencies, Manpower service provider, autonomous bodies, firms, companies and societies are eligible to participate in the bidding process.
 - ii. The agency should have EPF code, ESI registration no., PAN, Service tax registration, registration under shop and establishment act and registration under applicable labour laws and should submit copy of the same.
UTIITSL reserves the right to reject the quote received without the above eligibility criteria. The agencies / vendor should produce copies of all the above (ii) statutory requirements.
 - iii. Consortium bidding shall have sustainable documentation otherwise liable to be rejected at any stage.
 - iv. The agency should be able to provide copies of Form -16 issued to its employees, deposit challan of Provident Fund Contribution and ESI subscription whenever asked for.
 - v. Experience certificate of the areas as above of which award of contract is to be made by UTIITSL, of at least 03 years continuously must be submitted by the parties.
 - vi. The agency should submit the satisfactory performance report from their existing clients from Govt. / PSUs / Reputed organizations. At least One work order along with the completion certificate from the State Government / Central Government or PSU or Multinational Company. A) Minimum single work order value of **Rs 5,00,000.00. Five Lakh** Or any such type of work ie executing of Civil , Plumbing , fire- fighting work not less than **5.00 Lakh** (In last 3 Year). Or **two** work order value of not less than **Rs 3,00,000.00** or three work order value of **Rs 2,00,000.00** and agency should provide the documentary proof e.g work order or completion certificate issued by the client.
 - vii. The agency should ensure before deploying an outsource resource personnel regarding his satisfactory character & antecedent records duly verified by the police authorities.
 - Viii . Agency / service provider must be in a position to supply Plumbing material, other material as required in case of UTIITSL or

Signature of the bidder

Client ID	01
Tender	1087
Page No.	6/25

its clients consequent on business expansion.

Ix Joint ventures or consortiums shall not be permitted.

X The contractors should have minimum Three years experiences in the respective field.

XI. The average annual turn over of the Contractors should be minimum Rs7.00 **Lakh** during the last three years.

XII Contractors shall also authorize to our client / UTIITSL to approach his Employers, Clients, Corporations, Organization, etc. to verify Contractor's general reputation/ competence.

XIII The UTIITSL the rights to accept or reject any Tender without assigning any reason.

The Tenders shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the Tender shall be signed and copy of Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with Tender.

If the space in Performa is insufficient for furnishing full details, such information may be supplemented on separate sheets stating therein the part of pro forma and serial number. Separate sheets may be used for each part of Technical Bid. While filling up the Technical Bid with regard to list of projects completed or on hand, the Tenderer shall only include major / suitable works handled by the firm.

Technical bid containing false and/ or incomplete information is liable for rejection.

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

Procedure of tender opening

- a) After opening the **Envelope III** containing EMD and found to be in order as mentioned in previous para first part of the tenders i.e. the Technical bid, shall be opened .UTIITSL/ would carry out the evaluation of the tenders received in response to the tender.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	7/25

- b) The tenderers who are not qualified in the Technical bid would be summarily rejected.
- c) The financial bids for only those tenderers, who qualify in the pre-qualification, would be opened **by a Committee constituted by** UTI ITSL, in front of the bidders. The date for opening of the financial bid will be intimated to the bidder at the address given by him through speed post or email only.
- d) After the financial bids are opened, **comparative statement** would be prepared and the lowest bidder out of the financial bids from the shortlisted bidders would be ascertained and requisite decisions would be taken by the UTIITSL/ Client based on the tender parameters and valuation.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	8/25

9. **Name of the Bid:** Agency for annual maintenance Contract for PLUMBING, SANITARY, FIRE FIGHTING, FOUNTAIN, WATER TREATMENT PLANTS AND FIRE PUMP INSTALLATIONS, Aqua guard installed , IN UTI Towr, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051.

Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is as specified on the cover page 1. After this time, no bids will be accepted.

Date of opening of the tender bids: The tenders will be opened on the same day (i.e. the last date of the receipt of the tenders) at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then the tenders would be opened on the next working day at the same time and at the same venue.

2A. **Prebid Meetings / Queries :**

The Pre-bid Meetings for this would be held on 22nd October 2014 between 10.30 AM to 12.30 P.M at our UTI ITSL office, UTI Tower , Gn Block, Bandra kurla Complex, Bandra East Mumbai 400 051 . The queries should be address to the person to whom the tender has to be submitted as given below. However, all queries should be addressed to the email id sangaiah.chettiar@utiitsl.com and sumitra.prabhu@utiitsl.com, No telephonic discussion or personal meeting would be entertained.

10. **Name and Address for the submission of the bids:** The bids should be addressed to “Deputy Vice President , UTI Infrastructure Technology And Services Ltd, **UTI Tower, GN Block Bandra Kurla Complex, Mumbai 400051.**” and deposited in the specified Tender Box at this address by the due date and time.

The EMD may be forfeited if the bidder fails to honor the terms and conditions of work order placed on the basis of the tenders or does not start the work or does not supply the goods or does not render the services, or fails to provide the requisite Bank Guarantee or fails to enter into an agreement, as the case may be, which in the opinion of UTIITSL may delay or adversely affect the contract.

11. **Validity of the bids:** Generally, the bids will be valid for a period of One Hundred Twenty days (120 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. **However, in case of rate contract, the rates will be valid for a period of**

Signature of the bidder

Client ID	01
Tender	1087
Page No.	9/25

minimum Two year, extendable by mutual consent for one more year. The agreement which would be entered into with the bidder / vendor or the work order which would be issued to the bidder / vendor would define the validity of the rates more specifically and that would be overriding this clause. In case of rate contract, the Purchase Order will be issued as and when the requirement arises.

12. **Authorized Signatory:** The bid can be forwarded by bidder or bidder's representative. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by UTIITSL, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTIITSL.
13. **Conditions for tenders sent by post/courier:** The tenders may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
 - A. Tender should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in the specified Tender Box.
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.
 - C. Acknowledgement will be given to Department of Post only for tender sent by Speed Post and Registered Post.
 - D. Tender should be super scribed as advised above. The tenderer has to necessarily super scribe the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTIITSL.
 - E. UTIITSL takes no responsibility for any tender not reaching in time.
 - F. UTIITSL takes no responsibility for tender not reaching at all.
 - G. UTIITSL takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.
 - H. In case of tenders sent by post or any other mode, if it reaches the address given for submission, duly super scribed, then the role of UTIITSL is limited and restricted to put it in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.
 - I. It is, therefore, advised that prospective bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post. Tenders, which are not super scribed or which are not addressed properly, are liable to be not considered.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	10/25

Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:

The bid should be inclusive of all the applicable taxes, Cess and any other outgoes payable to any authority **but exclusive of service tax on works contract** along with Education Cess and Higher education Cess as applicable to this Works Contract Service. The service tax along with Education Cess shall be reimbursed on production of receipt of payment made to concerned authority. **Service Tax alongwith Education Cess and Secondary and Higher Education Cess as applicable to Works Contract Service in terms of Section 66B 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 Section 68(2) of Finance Act, 1994 read with Rule 2(1)(d)(i)(F)© of Service Tax rules, 1004 and Notification No. 30/2012-ST dated 20th June, 2012 (as amended). Service Tax Registration Certificate of service provider to be enclosed along with tender application.**

The quantum of service tax as admissible will be payable on receipt of a demand raised by the service provider on actual service tax paid basis.

8. The rates should be inclusive of any other present or future outgoes (for the period of contract) by whatever name called. , GST, if applicable now, or if made applicable in future, would be on account of the bidder/vendor. TDS as applicable will be deducted by UTIITSL.

It is clarified that the vendor should clearly indicate the base price and other taxes/all outgoings/cess as applicable thereon. These outgoings like taxes, cess, etc. should be specified with the percentage applicable at the time of submitting the tenders so that there is clarity on the base rates and the taxes, cess, etc.

UTIITSL reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoings (and their percentages, etc.) with proof, if required, as and when needed to aid to evaluate the bids. However, the original quoted overall value would remain as quoted in the original tenders.

In any case, the bid should be inclusive of all the outgoings, by whatever name called, unless specifically indicated by UTIITSL.

14. **Central Excise:** Only in case of the applicability of the excise duty, the bidder/ vendor merely by filling the tender form confirms that the payment to the central excise would be on his account and that if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.

a. **Insurance:** The contractor shall insure each person retained by him, for the period of contract at our site under Workmen compensation policy from a General insurance company. The contractor shall forward a copy of the insurance policy covering the entire contract period to UTIITSL.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	11/25

- b. The contractor shall obtain any license / permission that may be required for the purpose of this contract from such authorities as may be prescribed by law from time to time.
15. UTIITSL may at its discretion take insurance policy and deduct the amount from the payment to the bidder/vendor. However, this does not absolve the bidder of his responsibility of not taking the requisite insurance policy as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.
16. Only if applicable the liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder / vendor would be responsible for any loss before taking over by UTIITSL.
17. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official / representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law and the bidder is advised to follow the prescribed safety norms.
18. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the EMD/ the Bank Guarantee as given may be forfeited or the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTIITSL reserves the right to reject the tenders or forfeit the EMD / revoke the Bank Guarantee. In the absence of any specific agreement, any offer made in response to this tender, when accepted by UTIITSL, will constitute a contract between UTIITSL and vendor / bidder.
19. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
20. UTIITSL reserves the right:
- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - ii) To award the contract to one or more number of bidders / vendors, either on lowest price, equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	12/25

- v) UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
- vi) The idea is to obtain the most beneficial rates for UTIITSL.
- vii) The decision of the Tender Evaluation and Awards Committee Would be final in this case.

Where the work is to be carried out in the premises owned or leased by UTIAMC and UTIAMC is the client and UTIITSL is the consultant then and then alone the following conditions will apply ;

a) After opening of the tenders, UTIITSL 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 Asset Management Company Ltd., is the client who has engaged UTIITSL as consultant and is the entity carrying out the work and the payment authority for the aforesaid work.

b.) It will be open for UTI Asset Management Company Ltd., to review the tenders, negotiate with the bidders as per UTI Asset Management Company's rules and regulations. UTI Asset Management Company Ltd., would be the final authority to decide on the vendor /tenderer / bidder to whom the work is to be awarded on the basis of the negotiations carried out by them.

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

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

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.

21. **Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
22. **Blacklisting/Debaring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
23. **False Information:** In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required,

Signature of the bidder

Client ID	01
Tender	1087
Page No.	13/25

to carry out the activity as required in these tenders and allied works then UTIITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.

24. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
25. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.
26. **Extension of contract:** As stipulated by UTIITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or up to the period till new contract comes in force. However this option can be exercised only by UTIITSL.
27. **Readiness:** The Agency should ensure that the manpower/ machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of volume assigned.
28. **Delay:** If the agency does not start the work or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.
29. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
30. **Penalty:** UTIITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be one percent of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.
31. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTIITSL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be

Signature of the bidder

Client ID	01
Tender	1087
Page No.	14/25

entitled to claim any damages from UTIITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.

As also UTIITSL reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

32. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTIITSL. The volume indicated is for one year or the period specified in the work order / tenders. The work order would be more specific and binding.

33. **Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the Agency.

Only if applicable to this tender, the Agency should certify in writing that the design / colour scheme of any document being printed/ processed for UTIITSL is not used / shall not be used by the Agency for any other Organization / Entity under any circumstances. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages apart from taking action under the appropriate Law.

Only if applicable to this tender, the Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTIITSL should be with the agency once the work is over on a daily basis.

34. **Usage of data / documents / information :** **Only if applicable** to this tender, the Agency shall ensure that the documents , data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTIITSL's, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement between the vendor / bidder/agency is terminated with UTIITSL.

35. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTIITSL. Apart from the above, UTIITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.

36. **Essence of contract:** The Vendor shall carry out the work / provide the services/
Signature of the bidder

Client ID	01
Tender	1087
Page No.	15/25

complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTIITSL to rescind the contract and forfeit the Plumbing deposit and in which case, there shall not be any claims for damages against UTIITSL by the Vendor. Further the UTIITSL shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTIITSL against any loss, damage, expenses, costs etc, incurred by UTIITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.

37. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
38. **Submission of bills:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and with all relevant documents as specified by UTIITSL from time to time, by 2nd of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTIITSL by the end of the month or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.
39. The Contractor need to supply all plumbing material ie C.P.Fittings , Sanitary ware and other G.I Pipe , PVC pipe And Cost Irin Pipe etc. as per the requirement at UTI Tower , The payment will be paid original Expenses and 15 % profit on over Above. The contractor need to submit the bill along with the Purchase bill , Delivery challan signed by the Concern engineer.

The bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

40. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for checking stock records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTIITSL to help UTIITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by UTIITSL on periodic basis also.
41. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the supplier and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural also.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	16/25

42. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering L1 or L2 or L3 or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter.
43. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
44. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.

UTIITSL has been appointed as the Consultant for our client as mentioned elsewhere in the contract no arbitration or legal claim will stand against UTIITSL. The claim if any with respect to the work payment or any other matter including release of Security Deposit etc., will be limited to the client as mentioned and not against UTIITSL.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	17/25

Information to be furnished by the Tenders

1	Name of the Organisation		
2	Address with telephone no. and e-mail address if any.	Postal address	
		Telephone nos.	
		E-mail address	
3	Year of establishment		
4	Status of the firm (Enclose copy)		Proprietorship / partnership / limited / trust / any other (please specify)
5	Name of Directors/ Partners / Proprietor	i) ii) iii)	
6	Name and address of Bankers	i) ii) iii) iv)	
7	Name of 3 projects/2 projects/ or single project of value not less than prescribed minimum value for the category applied completed during last five years by the firm. (Details to be furnished in proforma 1)	i) ii) iii)	
8	Important major projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. (Details to be furnished in proforma 3)	i) ii)	
12	If you are registered in Panel of other Organisation/ Statutory bodies such CPWD, PWD, MES, Banks, State Government, Central Government, Financial Institutions, Public Sector Undertaking etc, furnish their name, Category and date of registration.	i) ii) iii)	

Signature of the bidder

DETAILS OF DIRECTORS / PARTENERS

Sr. no.	Name of partners / directors	Academic qualification	Official designation	Address / phone / fax / e-mail
1.				
2.				
3.				
4.				
5.				
6.				

Signature of the bidder

Client ID	01
Tender	1087
Page No.	19/25

DETAILS OF REGISTRATION

Sr. no	Name of organization / department	Registration no.	Date / year of registration	Enclosed proof	
1.	Registrar of firms and societies				
2.	Income tax department (mention PAN no. with copy of latest income tax clearance certificate)				
3.	VAT Department (Enclose copy of latest income tax clearance certificate)				
4.	Work contract tax registration (Enclose copy of latest Sales tax clearance certificate)				
5.	Details of EPF account and registration				

FINANCIAL STATUS

Sr. no	Financial year	Turnover of the firm (in Rs. lacs)	Profit / loss	Enclosed certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
1	2013 – 2014 Or 2012- 2013				
2	2011 – 2012				

Signature of the bidder

Client ID	01
Tender	1087
Page No.	20/25

3	2010 – 2011				

Furnish copies of audited Balance Sheet and Profit & loss account (audited) for the last three years.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	21/25

**PROFORMA –1
PARTICULARS IN RESPECT OF WORK EXECUTED**

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner and consultant	Value of work executed	Stipulated time of completion	Date of commencement	Date of completion	Any other relevant information
1								
2								
3								
4								
5								

Signature of the bidder

Note The contractor shall mention only those works executed during last 5 years which fulfills the eligibility criteria on this page.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	22/25

The list is to be substantiated with the documentary evidence such as work order and completion certificates in absence of which the Tender is liable to be rejected.
Other works should be mentioned on separate sheet.

Signature of the bidder

Client ID	01
Tender	1087
Page No.	23/25

PROFORMA- 2

LIST OF KEY PERSONAL PERMANANTLY EMPLOYED

Sr. no.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1						
2						
3						
4						
5						

Signature of the bidder

Signature of the bidder

Client ID	01
Tender	1087
Page No.	24/25

PROFORMA –3

PARTICULARS IN RESPECT OF WORK IN HAND

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner and consultant	Value of work executed	Stipulated time of completion	Status Of Work	Any other relevant information
1							
2							
3							
4							

Signature of the bidder

Signature of the bidder

List of Documents enclosed with Tender form.

1. Status of the Firm / Registration certificate / Memorandum of association
2. Income Tax clearance certificate.
3. VAT registration certificate
4. VAT clearance certificate
5. Work contract tax registration certificate
6. Work contract tax clearance certificate
7. EPF registration certificate
8. Copies of proof regarding the work executed like work order and completion certificate.
9. Plumbing contractor licence.
10. Photograph of major work executed.
11. Certified copies of audited balance sheets / chartered accountants certificates.
12. Copy of power of attorney (wherever applicable)

Note - please teak the certificates / documents attached.

Signature of Tender with company seal/stamp

Name of the signatory : _____

Date : _____

Place : _____

Signature of the bidder