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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 66786000 / 6078/ 6334. Fax : 022 66786005 / 6364

Name of work:

**Tender for Supply, Installation, Testing and Commissioning
of UPS at the office premises of UTI AMC Ltd at 1st floor
Server Room, UTI Tower, Bandra-Kurla Complex, Mumbai**

Last Date of Tender Submission : 3.00 p.m. on 27.01.2012

Date of opening of the Tender : 3.30 p.m. on 27.01.2012

Validity of Tender from the date of opening : 60 days

Submitted by :

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

Stipulated time of Completion : Within One month from the day of Work order

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

Earnest Money Deposit : Rs. 20,000/- (Rupees Twenty 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 Asset Management Company Pvt. Ltd we hereby invite sealed tenders for Supply, Installation, Testing and Commissioning of UPS for at UTI Tower, Bandra- Kurla Complex, Mumbai, as per the enclosed specification, list of materials and as per the terms and conditions spelt out in this notice. **The first Part of the Tender will form the Earnest Money Deposit.**

The second part will form the Technical Bid, overriding conditions and the third part will form the price bid. The rates should be valid one month. Also the rates should be inclusive of all taxes and duties.

A. Submission of Tender :

Tenders in sealed covers superscribing “**Supply, Installation, Testing and Commissioning of UPS for Server Room at UTI Tower, Bandra Kurla Complex Mumbai**”, Technical Bid, Price Bid and EMD and quoting the reference number of the letter forwarding this notice should reach the office of, UTI ITSL latest by 3.00 p.m. on 27/01/2012 Separate envelope to be used for each part.

The first part 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 upto 60 days. Also the rates should be inclusive of all taxes and duties for supply, installation, maintenance and operation at any place.

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

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

2) Consultant means UTI Infrastructure Technology And Services Ltd. having their office at ground floor, UTI-Tower, Gn Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. Ph. No.66786078, Fax No. 66786364/6005.

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

Only the Tender form issued by UTIITSL should be used. Tender should be submitted as mentioned below:

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 Supply, Installation,

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Testing and Commissioning of UPS System at UTI Tower, Bandra Kurla Complex, Mumbai” along with the tender.

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

*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"*

*d) Tender should be submitted in **big cloth bound sealed envelope** super scribing “Supply, Installation, Testing and Commissioning of UPS System at the office premises of UTI AMC Ltd at 1st floor, Server Room, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051” containing **all the three separate sealed envelopes**.*

e) 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 in not permitted.

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

3) The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) should be addressed to The Company Secretary, UTI Infrastructure Technology And Services Ltd. (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.

4) 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.

5) 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.

6) 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 Chief Executive Officer and Company Secretary 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.

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- 7) UTI ITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer.
- 8) The tenderers are advised to hand over the duly filled tender directly to the office of The Company Secretary (UTI ITSL.) or ensure that the tender reaches the office before the due date fixed for submission of the tender.
- 9) 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.
- 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 or any other expenditure that may be incurred during the course of work.
- 11) 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.

B. Opening of the Tender:

1. The sealed tenders will be opened in the presence of the authorized official of the UTI ITSL/ UTIAMC 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 on the day fixed for opening of the tender. Only the cover containing Earnest Money shall be opened first and the cover containing overriding conditions etc. shall be opened after opening the envelop of Earnest money. Without earnest money tender shall be rejected.
3. The envelop containing the price bid would be opened after two – three days. Any vendor who wants revise the price bid would be able to revise the price in that period. The date of opening of the price bid would be conveyed to all the vendors accordingly. All the vendors should give their e- mail address/Phone numbers to convey the date for opening of the price bid.

C. Acceptance of the tender :

1. The rates quoted by the contractors should be valid as specified in the cover page.

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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.
4. The tenders for the work shall remain for acceptance for a period as specified on the cover page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
5. Each tenderer must submit an Earnest Money Deposit of **Rs. 20,000/- (Rupees Twenty Thousand only)** in the form of a Demand Draft in favour of UTI Infrastructure Technology And Services Ltd. payable at Mumbai drawn on any Nationalised bank (and which shall not bear any interest). The Demand Draft should be placed in a separate envelope 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 will 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 tenderers
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 the contractor does not quote any of the item / sub-item in the tender
 - b. 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.

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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 purchase order.
3. Time allowed for SITC of the UPS, 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 complete the work within the stipulated time mentioned in the work order, the UTI ITSL will have liberty *to impose penalty @ 2 % of the total contract value per week* of delay subject to an overall limit of 10 %, without prejudice to other remedies available. The tenderer has to pay to 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 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 supply of capacitors and / or the supplier fails to show progress in completion 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 supplier, 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 supplier 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.

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8. All the **materials and workmanship** shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS/ISI 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. As the work is to be carried out in occupied building where Office is functioning. The Contractor shall keep in mind that the installation is to be carried out without disturbing the office work and with the prior approval and the with the consultation of Project Manager.
12. The Manager or his authorized representative. The work is to be carried out during office hours, after office, on Sundays/holidays for which nothing extra shall be paid.
14. 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.
15. The tenderer's workers will not be allowed to stay at the work site.
16. 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.
17. 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.
18. 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.
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.
19. The tenderer should protect the work till its completion and handing over against any possible damage, theft, scratches, etc.
20. 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.

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21. 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.
22. Wherever possible the work has to be carried out at the factory of the contractor and the same to be transported to the site.
23. 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.
24. 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.
25. 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.
26. The tenderer should arrange a qualified (minimum diploma holder) supervisor at site during the course of the entire work. **The tenderer should arrange a 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.
27. Any damage / loss to UTI ITSL will be rectified at the cost & risk of the contractor.
28. The workmanship should be of high quality / standard and the decision of the Engineer- in-charge / Consultant shall be final in the regards.
29. 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.
30. The tenderer should not engage any person prohibited by the law for execution of the job.
31. The tenderer should carry out the work strictly as per the specification and as directed by the Engineer-in- Charge.
32. All the materials proposed to be used should have the approval of UTI ITSL. The Components used should be of reputed make only.
33. 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.

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34. The dismantled material / debris should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at his own cost.
35. The tenderer should make his own arrangement for storage of materials. 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. No advance will be paid.
The billing is to be done in the name of the client as specified on page 4 in the beginning paragraph of Tender notice.
2. Only one bill will be acceptable for 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 bills.
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. The Security Deposit will be refunded after the defect liability period of *12months*.
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.
7. 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 UTI ITSL/Client.
8. 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.

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9. 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.

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

H Statutory obligations to be followed :

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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 UTI ITSL 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 tenderer should clear the site within 7 days of virtual completion of work of all material not paid for.
6. 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.
7. 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.
8. The tenderer should submit rate analysis for the extra/deviated items of work before commencement of the work.
9. 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 advise of UTI ITSL, the contractor has to modify the mock-up samples till it meets with the

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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.
 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.
 18. All disputes/ differences, if any, arising between the parties out of or relating to the works, meaning or operation or effect of this Contract or the breach thereof will be settled by two Arbitrators, one each appointed by the tenderer and 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.
- The special conditions annexed with this notice has to be strictly followed.
 - This notice shall form part of the contract.

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UTI Infrastructure Technology And Services Ltd.

Summary	
Time of Completion	One Month from the date of purchase order
Date of Commencement of work	Within 3 days from the date of issue of work order
Liquidated damages	2 % of the total contract value per week subject to the maximum of 10% of the contract value
Minimum Value of work for interim certificate	Not Applicable
Validity of the offer	30 days from the date of opening the tender.
Security Deposit (Retention money)	10 % of total value of work done. 5 % will be released at the time of full and final payment and 5 % after defect liability period of one year.
Sales Tax, Excise duty, Royalty, Octroi, Work contract tax or any other statutory levies / Taxes / Cess.	To be entirely borne by the Contractor. The 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.
Insurance policy	1.CAR policy with value of 125% of the contract value 2.Third Party Insurance – Rs.1 Lac per accident and no. of accidents infinite.
Defects Liability Period	12 (Twelve) months from the date of virtual completion / handing over.
Terms of Payment	1. No advance 2. Only One bill will be accepted after completion of the works. 3. Settlement of Interim bill within 15 days Final Bill settlement within 45 days from the date of proper submission and verification of measurements

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	Deductions	Income Tax at source as per Income Tax Rules Sales Tax / Works Contract Tax/ Commercial Tax / service tax as applicable in the statement. Cess applicable as per the local rules 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

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We refer to the tender dated _____ for _____ at the premises at

_____. 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

To : UTI Infrastructure Technology And Services Limited.

Dear Sirs,

We / I refer to the tender / contract dated _____ for supply of goods and services to you at your premises at _____. We / I advise that, we / I are / am 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 statues governing the same, Central, State or local.

We / I 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 / mine.

We / I 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 _____, 2012 between UTI Infrastructure Technology And Services Ltd 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 _____ at 1st floor, Server Room, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 for UTI Asset Management Company Pvt. Limited. 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 ITSL shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions.
3. The said conditions and appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreement on their part respectively in such conditions contained.
4. 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.
5. This Contract comprises:
 - (i) Tender documents serial pages ____ to ____.
 - (ii) Subsequent correspondence:
 - (a) Letter no. - _____
6. Only _____ (_____) alterations have been made in these documents and as evidence that these alterations were made before the

Contractor’s Signature

Seal

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execution of Contract Agreement, they have been initialed by the Contractor and The Company Secretary / 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 Technology And Services Limited, was thereto affixed on its behalf by The Company Secretary /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 conditions of the contract

1. **UTI ITSL's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if any discovered in the drawing and specifications, UTI ITSL's interpretation shall be final and without appeal.**
2. For the design and other details mentioned in the entire document UTI ITSL alone has the patent right.
3. The contractor shall take the prior approval from UTI ITSL for subletting the job even if the same is to a specialised agency.
4. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.
5. The contractor has to make necessary arrangement for internal lighting at the site.
6. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
7. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.

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Technical Specifications for UPS

SPECIFICATION FOR 40 KVA MICROPROCESSOR BASED UPS WITH SEALED MAINTENANCE FREE BATTERIES.

LOAD DETAILS – Workstations and printers

1.INPUT:

Voltage : 3 phase, 4 wire, 415V, (+10% to -15%).
Supply frequency : 50Hz(+/-5%).

2.OUTPUT : Power kVA – 40 kVA – 32 KW

Voltage : 230V +/-1% Single Phase

Load power factor : 0.6 to Unity.

Frequency : 50Hz +/-0.25Hz in free running mode.

Wave form : True sine wave.

Duty cycle : Continuous.

3.Cooling : Forced Air. RECTIFIER CUM CHARGER

: 6 pulse with input harmonic filter. Input power factor on 100% load at 50% load to be mentioned and power factor without filters to be specified on above conditions

4.INVERTER : IGBT based PWM instantaneous sine wave control.

DC TO AC EFFICIENCY : 94%

TOTAL HARMONIC DISTORTION : LESS THAN 10%

GALVANIC ISOLATION : Inbuilt output isolation transformer

TRANSIENT RESPONSE : For a 0 to 100% step load change the output shall remain within +/-5% and recover to nominal within 5 Milliseconds.

OVERLOAD CAPACITY : 125% for 10 minutes
150% for 60 seconds.

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STATIC BY PASS SWITCH : REQUIRED.

**5. INDICATIONS : Mains ON
Input single phasing.
Battery low. And alarm
Battery on float
Inverter ON
Inverter under voltage.
Inverter over voltage.
Inverter trip.
By pass supply ON.
Rectifier trip.
Rectifier over voltage.
Battery on boost.
Control supply ON.
Load on static bypass**

Note : Alarms shall be provided for all important fault conditions.

**6. METERS : Input Voltmeter.
Input Current
DC voltmeter.
DC current meter (Rectifier/battery).
Output ammeter.
Output voltmeter.
Output frequency meter.
All meters shall be digital type only.**

**7. PROTECTIONS : Single phasing.
DC over voltage and over current.
Battery low.
Output under voltage/over voltage.
Output short circuit.
Output over load.
Inverter Trip.**

8. ENVIRONMENT:

**Operating temperature : 0 to 40deg C.
Storage Temperature : minus 10 deg C to 70 deg C.
Humidity : up to 95% RH non-condensing.
Noise Level : less than 60 DB at a distance of 1500mm.**

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- 9. ENCLOSURE** : Sheet metal with epoxy powder coating with Siemens Gray colour and degree of protection as IP 20. Bidder to specify the dimension of the UPS and battery rack. Cable entry
- 10. BATTERY** : 2 sets of Battery Bank (64 nos. 12V & 42AH each Bank for 30 minutes backup) SMF Exide Make have been purchased in the month of Sept. and Oct. 2011. The Tenderers shall design the UPS for utilization of the existing Battery Banks.
- 11. Load Testing** : The successful Tenderer shall arrange inspection of load testing by UTITSL officials for checking all parameters at factory before dispatch to site.

Maximum In built battery charging capacity to be specified in Amp. Battery sizing calculations to be submitted for 40 KVA- / 32 kW load.

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PREAMBLE TO THE BILL OF QUANTITIES

The work of Supply, Installation, Testing and Commissioning of UPS System for Server Room at UTI AMC is to be carried out at UTI Tower, Bandra Kurla Complex, Mumbai. 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. While quoting the contractor should consider the civil job if any to be carried out at site.

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

NOTES :

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, the rate written in figures and rate written in words then the rate which corresponds with the amount worked out by the Tenderer shall be taken as correct.
2. If the amount of an items is not worked out by the Tenderer, 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 Tender 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.

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6. Evaluation Criteria:

Total cost of ownership including the Supply, Installation, Testing and Commissioning of UPS System mentioned in tender along with Annual Maintenance services for a period of 5 years will be considered for arriving at final price quoted by the Tenderer.

For arriving at L1 total cost of ownership (TCO) will be considered, which will consist of Cost of Equipment with 5 years comprehensive AMC.

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BOQ for 40 KVA UPS:

Sl. No	Description	Qty	Unit	Rate	Amount
1	Supply, Installation, Testing and Commissioning of 40 KVA 6 pulse UPS system with 3 phase input & 1 phase output complete as per detailed technical specifications and requirements with static & manual bypass switch (in parallel).Both the UPS run in parallel condition and share the load. (Make – APC/GE/Emerson/Numeric)	2	Nos.		
TOTAL- A			A		
B	AMC CHARGES				
1	AMC charges per year for post warranty comprehensive services excluding SMF batteries applicable for 1 st year for 40 KVA UPS system.	1	LS		
2	AMC charges per year for post warranty comprehensive services excluding SMF batteries applicable for 2 nd year for 40 KVA UPS system.	1	LS		
3	AMC charges per year for post warranty comprehensive services excluding SMF batteries applicable for 3 rd year for 40 KVA UPS system.	1	LS		
4	AMC charges per year for post warranty comprehensive services excluding SMF batteries applicable for 4 th year for 40 KVA UPS system.	1	LS		
5	AMC charges per year for post warranty comprehensive services excluding SMF batteries applicable for 5 th year for 40 KVA UPS system.	1	LS		
Sub total - B					
C	Buy back offer for old Libert make 40 KVA UPS at above including dismantling and remaining loading and unloading.	2	LS		
Sub total - C					
TOTAL (A+B- C)					

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SPECIFICATIONS

General

A: MATERIALS

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

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

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 UTI ITSL for which neither extra will be paid nor any rebate shall be recovered.

If directed, materials shall be tested in any approved Testing Laboratory and the Test certificate in original shall be submitted to UTI ITSL 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 UTI ITSL 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 UTI ITSL 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.

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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.

NOTES:

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

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Confirmation of Acceptance of Tender terms and conditions

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

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

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

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

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

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**

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DECLARATION

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

I / We 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 or condition shall make this Tender invalid.

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**