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Issued to M/s.

UTI INFRASTRUCURE TECHNOLOGY AND SERVICES LTD

Address: UTIITSL, Ground floor, Jeevan Tara, 5, Parliament Street, New Delhi-110001ö

Tel No.011-23741289

Name of work:

Tender for Supply, Installation, Testing & Commissioning of 500 KVA DG Sets on Monthly rental basis at the office premises of Bank House, Punjab & Sindh Bank, 21, Rajendera Place, New Delhi-110008

Date of issue of Tender : 24.3.2015

Last Date of Tender submission : 3.00 p.m 15.4.2015

Date of opening of the Tender : 3.30 p.m. 15.4.2015

Venue of Tender Submission : UTIITSL, Ground floor, Jeevan Tara, 5,

Parliament Street, New Delhi-110001

Validity of Tender from the : 60 days

Submitted by:

Time of commencement from the : Within 7 days.

Stipulated time of Completion : Within 30 days from the day of Work order

Documents to be provided : Indemnity regarding Central Excise Payments,

CAR Policy, Agreement.

Earnest Money Deposit : Rs. 25,000/- (Rupees Twenty Five

Thousand only)

Contractor's Signature Seal

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UTI Infrastructure Technology And Services Ltd.

Name	Tender for Supply, Installation, Testing and Commissioning of
of the	500 KVA DG Set on monthly rental basis for the office
work	premises of Punjab & Sind Bank, 21, Rajendera Place, New
	Delhi-110008

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UTI Infrastructure Technology And Services Ltd.

Name of the	Tender	for	Supply,	Installation,	Testing	and	
work	Commiss	ioning	of 500 KV	VA DG Sets on	monthly	rental	
basis for the office premises of Punjab & Sind Bank, 21,							
	Rajendera Place, New Delhi-110008						

Tender Notice

On behalf of our client, The Punjab & Sind Bank, Rajendera Place, New Delhi, UTI Infrastructure Technology And Services Ltd, hereby invites sealed tenders on õTURN KEY BASISÖ in three part system for the above work, as per the enclosed specification, list of materials and as per the terms and conditions spelt out in this notice. You are requested to inspect the site and the nature of work prior to submitting the tenders. The first Part of the Tender will form the Earnest Money Deposit.

The second part will form the Technical Bid and the third part will form the price bid. The rates should be valid upto 60 days from the date of opening of the tender. Also the rates should be inclusive of all taxes and duties for Supply, installation, maintenance, operation Diesel Lub Oil etc during currency of the contract.

A. Submission of Tender:

Tenders in sealed cover superscribing "Supply, Installation, Testing and Commissioning of 500 KVA SILENT DG SETS on monthly rental basis for the office premises of Punjab & Sind Bank, 21, Rajendera Place, New Delhi-110008 as mentioned on the cover page (page no. 1) of the tender and quoting the reference number of the letter forwarding this notice should reach the office of, UTIITSL OFFICE AT, Ground floor, Jeevan Tara, 5, Parliament Street, New Delhi-110001 latest by 3.00 p.m. 15.4.2015 Separate envelop to be used for each part.

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, Jeevan Tara Building, 5, Parliament Street, New Delhi-110001. Phone no. 011-23741289/Fax 011-23741280.
- 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. For this work the Engineer-in-charge is Mr. M.S.Bhatnagar.

Seal

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- 4) a) Only the Tender form issued by UTIITSL should be used. Tender should be submitted as mentioned below:
- b) As far as possible correction in the tender documents to be avoided. However in case of any correction, the same should be authenticated by the person who is singing the Tender. Over writing on the tender document is not permitted.
- c) The Tender should be forwarded in the official letterhead of the tenderer
- d) The Earnest Money Deposit in the form of the Demand Draft should be placed in a separate envelope along with the tender duly marked as," **Earnest Money Deposit** for the Work of Supply, Installation, Testing And Commissioning of 500 KVA DG Set ON RENTAL basis for PUNJAB & SIND BANK, 21, Rajendera Place, New Delhi-110008
- e) The portion of your tender dealing with technical data and overriding conditions if any should be enclosed in second envelope which should be clearly marked as "Description of Equipment, **Technical Data and Overriding Conditions**" for the Work of Supply, Installation, Testing And Commissioning of 500 KVA DG Set on rental basis for PUNJAB & SIND BANK, 21, Rajendera Place, New Delhi-110008
- f) The Price schedule indicating "Work contract" price for the job quoted by you should be enclosed in third envelope which should be clearly marked in bold letters "**Price schedule** for the Work of Supply, Installation, Testing And Commissioning of 500 KVA DG Sets on rental basis for PUNJAB & SIND BANK, 21, Rajendera Place, New Delhi-110008
- g) On these three sealed envelops the Name of the job and your firms name should be clearly indicated. All the three sealed envelopes should be properly enclosed in the cloth bound sealed envelop. The same shall also be submitted duly sealed with all entries on the envelope filled in and signed properly.
- 5. The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) Shall be addressed to õThe Divisional Manager, UTI Infrastructure Technology And Services Ltd. (UTIITSL), Ground floor, Jeevan Tara, 5, Parliament Street, New Delhi-110001ö and reach the office on or before date fixed and notified in the tender document.
- 6 The Tenders will not be received after the due date and the time fixed. However, if the UTIITSL desires to extend the time limit, it will do so by informing all the tenderers either before the due date and time fixed for submission or after the due date and time.
- 7 In case the due date for submission / opening of the tender is declared as a public holiday in the State, (where the tender document is to be submitted), the time limit will be automatically changed to the next working day at the same time.

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- 8 In case, the tenderer does not wish to quote for the work, the same should be informed to UTIITSL over letter / fax addressed to The 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 UTIITSL. The technical specification, design and all other contents of the tender documents are patent and the same should not be reproduced without the prior permission of the UTIITSL. The payment made to UTIITSL towards the cost of the tender document is not refundable.
- 9 UTIITSL Shall take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer.
- 10 The tenderers are advised to hand over the duly filled tender directly to the office of The Company Secretary (UTIITSL) or ensure that the tender reaches the office before the due date fixed for submission of the tender.
- 11 The tenderers are requested to inspect the site of work and acquaint about the site conditions and rules and regulations before quoting the rates. For this, the officials of UTIITSL may be contacted to make the arrangements.
- 12 The rate quoted should be inclusive of the cost of materials, labour, transportation, Sales Tax, Excise Duty, Cess, Sales Tax on works contract, VAT or any other expenditure that may be incurred during the course of work.
- 13 The tender should be submitted strictly as per the terms & conditions spelt out in the tender notice. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender may be considered as invalid/void.

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B. Opening of the Tender:

- 1. The sealed tenders will be opened in the presence of the authorised official of the UTIITSL 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 over riding conditions etc. shall be opened after opening the envelop of Earnest money. Without earnest money tender shall be rejected.

C. Acceptance of the tender:

- 1. The rates quoted by the contractors should be valid as specified in the cover page.
- 2. UTIITSL reserves the right to accept / reject summarily any / all tenders in whole or part thereof without assigning any reason whatsoever and also does not bind itself to accept the lowest or any other tender.
- 3. It will be open to UTIITSL to negotiate the terms including the rates quoted with the lowest tenderer. The negotiated price by UTIITSL will be the contract value and work order will be placed for the said amount.
- 4. The tenders for the work shall remain for acceptance for a period as specified on the cover page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
- 5. Each tenderer must submit an Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a Demand Draft in favour of UTI Infrastructure Technology And Services Ltd. Payable at Delhi drawn on any Nationalised bank / Scheduled 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 tenderer and will get converted as a part of Security Deposit for the due performance of the contract.

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- 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 tender which does not fulfil any of the prescribed conditions will not be accepted.
- 10. Canvassing in connection with the tender is strictly prohibited.

D. Execution of Work:

- 1. The work should commence *within the period specified on the cover page* from the date of the receipt of work order or the date that may be indicated in the work order. Accordingly, date of commencement of the work will be reckoned from the day as specified in the cover page.
- 2. The *work should be completed as specified on the cover page calculated* from the date of commencement of the work or within the time limit that may be indicated in the work order.
- 3. Time allowed for execution of work, as specified in tender, shall be the essence of the contract.
- 4. If the tenderer commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, UTIITSL shall be entitled without prejudice to any other rights or remedies available may terminate / rescind the contract.
- 5. If the tenderer fails to carry out the work within the stipulated time mentioned in the work order, the UTIITSL will have liberty to impose penalty @ 2 % of the total contract value per week of delay subject to an overall limit of 10 %, without prejudice to other remedies available. The tenderer has to pay to UTIITSL such amount that may fall short over the amount due to them, if any.

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- 6. However, if UTIITSL is convinced that the delay in execution of the work is beyond the control of the tenderer, they may award extension of the same to the extent they feel justified based on the request of the tenderer. In such case liquidated damages will be levied for the balance period, if any as provided as per the condition of the tender.
- 7. If the tenderer fails to commence the work within the days as specified on the cover page from the date of receipt of intimation for commencement of the work and / or the contractor fails to show progress in execution of work and UTIITSL feels the work cannot be completed within the stipulated time, UTIITSL will have the right to terminate the contract by **giving three days notice** to the contractor, at the full discretion of UTIITSL and the decision of UTIITSL will be final and binding. In case of termination of the contract, the payment if any, due to the contractor will be released only on completion of the entire project. The amount that may be spent for completion of the balance work will be recovered from the contractor. It will be the full discretion of UTIITSL to carry out the balance work through any agency at any rate as per the specification.
- 8. All the *materials and workmanship* shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS/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. The tenderer shall not at any time do, cause or permit any nuisance on the site/ do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
- 12. The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. The rate quoted should be firm for the deviated quantities of work also.
- 13. The tenderer workers will not be allowed to stay at the work site.
- 14. The tenderer or his workers can use the common facilities such as drinking water, toilet etc., provided at the premises. However, it should be ensured that the same should be kept in hygenic condition.

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

Contractor

Signature

Seal

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- 29. The tenderer should not engage any person prohibited by the law for execution of the job.
- 30. The tenderer should carry out the work strictly as per the specification and as directed by the Engineer-in- Charge.
- 31. All the materials proposed to be used should have the approval of UTIITSL.
- 32. The materials required for the work should be purchased only from the manufactures directly or from the approved dealers. Confirmation for the same may be submitted if so desired.
- 33. The tenderer should strictly follow the approved colour scheme. The colour scheme will be intimated to the contractor within a week from the date of issue of the work order. However UTIITSL has the liberty to make any other modifications as per requirements.
- 34. The dismantled material / debris should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at his own cost.
- 35. The tenderer should make his own arrangement for storage of materials. UTIITSL may provide some space subject to availability (uncovered) within the premises for storage purpose. Materials only as per requirement are to be stored at site. Security for the material such stood/lying at site will be arranged by the contractor.
- 36. Any damage / loss will be rectified at the cost & risk of the tenderer.
- 37. The tenderer has to maintain a book for instructions from the Engineer-in-charge.

E. Payments:

- 1. The monthly bill will be released By Panjab & Sind Bank on satisfactory completion of work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill duly certified by the engineer of Panjab & Sind Bank
- 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.

F. <u>Escalation</u>:

1. *No escalation* in rate shall be paid for the works carried out.

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2. No claim on account of fluctuation of rates of material and labour will be entertained during the course of work ó (from the date of acceptance of the Tender till issue of completion certificate).

G. <u>Defect Liability Period</u>:

- 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.---NA
- 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. NA
- 3. During the course of Defect Liability Period the tenderer has to rectify all the defects, if any, noticed free of charge.
- 4. In case the tenderer fails to attend the rectification work within 7 days of reporting the same in writing, UTIITSL will have the liberty to carry out the said work through some other contractor at the cost & risk of the tenderer. Such expenditure incurred to the client will be recovered from the Security Deposit. In case any expenditure incurred is more than the Security Deposit, the tenderer should pay the difference that may fall short. ---NA
- 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. NA

H Statutory obligations to be followed:

- 1. The tenderer should ensure adherence of all statutory requirements under the State and Central Rules in force and other local bodies for smooth operation of DG Set
- 2. The tenderer shall comply with the provisions of all the rules and regulation in respect of labours/operators engaged at site (such as Contract Labour {Regulation & Abolition} Act, 1970, Minimum Wages Act, Apprentice Act and all other labour laws as may be enforced from time to time by the Government Authorities) for execution of work, procurement of material for completion of the entire project. UTIITSL shall not be held responsible for any

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penalty on failure of any of the labour regulations or on failure of any compliance of any rule in force.

- 3. The tenderer shall strictly comply with the provision of Sales Tax (both State & Central), Excise Duty, etc. All the duties / taxes with respect to the work should be borne and paid by the tenderer himself. UTIITSL shall not be responsible for any payment/ penalty on this account at any stage.
- 4. The goods are manufactured at the tenderers office / site, the tenderer has to pay Central Excise and he has to produce Excise Invoice Copy for removal of goods from the manufacturing site. In case the goods are manufactured or produced at the site then Excise Invoice showing that the Central Excise has been paid should be submitted to UTIITSL.——NA
- 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 Punjab & Sind Bank 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) and workmen insurance policy with respect to the work within one week from the receipt of the work order with an approved General Indian Insurance Company in the joint name of /Punjab& Sind Bank and the Tenderer from the date of commencement of work to the date of completion. 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 Punjab & Sind Bank.
- 10. The tenderer has also to insure their workers under Workmangs compensation Act- 1923.

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11. Punjab & Sind Bank 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 Punjab & Sind Bank.
- 3. The tenderer should co-ordinate with all the other contractors for execution of the project.
- 4. The tenderer should set out the layout at site before commencement of work and obtain approval to the same from UTIITSL.
- 5. The contractor should arrange for sufficient light & power point required for entire project at his cost.
- 6. The tenderer should clear the site within 7 days of virtual completion of work of all material not paid for.
- 7. The tenderer should submit the schedule and bar chart of work before commencement of the work within 7 days of receipt of workorder.
- 8. The tenderer should take adequate precaution against fire hazard at site. The tenderer should ensure that all fire safety measures are taken during execution and that the work carried out is as per the fire safety norms of the local Fire office.
- 9. The tenderer should arrange scaffoldings / ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.
- 10. The tenderer should submit rate analysis for the extra/deviated items of work before commencement of the work.----NA
- 11. The tenderer should submit samples of the material proposed to be used for the approval of UTIITSL.---NA
- 12. The tenderer should prepare mock-up of the items for the approval of the UTIITSL and as per the advice of UTIITSL, the contractor has to modify the mock-up samples till it meets with the approval of the UTIITSL. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.----NA

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- 13. In case the tenderer is a partnership firm, any change in the constitution of the firm shall take place only with the prior approval of UTIITSL during the contract period.
- 14. The tenderer should submit shop drawings for all the items for the approval of UTIITSL before execution of each item of work.----NA
- 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---NA
- 17. The tenderer should submit the As-built drawings of the entire work together with the Final bill.---NA
- 18. 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	30 days from the date of commencement of work	
Date of Commencement of work	Within 7 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	60 days from the date of opening the tender.	
Security Deposit (Retention money)	Performance security deposit ó please see clause 25 pg 49	
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 value2.Third Party Insurance ó Rs.1 Lac per accident and no. of accidents infinite.	
Terms of Payment	1. Payments as stated in Page No 10 Condition õEö	
Deductions	Income Tax at source as per Income Tax Rules Sales Tax / Works Contract Tax/ Commercial 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	

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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		at the premises at
complied with all formalities in the particles under all statutes governing t	performance of the same, Centruding sales tax	our Contract for the supply of goods and al, State or Local. We further confirm that and excise duty in respect of the goods and
charges and expenses incurred or suff	fered by you as	inst any claim or demand and all loss, costs, s a result of any claim being made by any er for payment of taxes, duties or otherwise. Yours truly,
Date :		SIGNATURE OF CONTRACTOR WITH RUBBER STAMP

Contractor

Signature

Seal

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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

Contractor

Signature

Seal

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

UT Sec par	CTICLES OF AGREEMENT made at Mumbai this day of, 2015 between Infrastructure Technology And Services Limited having its Registered Office at Plot No 3, ctor 11, CBD Belapur, Navi Mumbai 6400 614 (hereinafter called the -Consultantø of the one on the contractor) (hereinafter called the contractor of the other part).
Co of	HEREAS the consultant is desirous of carrying Supply, Installation, Testing and mmissioning of 500 KVA SILENT DG SET on monthly rental basis at the Office premises Punjab & Sindh Bank, 21, Rajendera Place, New Delhi, hereinafter called :The Workø and has epared drawings/specifications the Schedule of Quantities.
ins upo Ab of	WHEREAS the contractor has agreed to execute upon and subject to the conditions and tructions set forth herein (hereinafter referred to as the 4he said conditions) the works shown on the said drawings and/or described in the said specifications and included in the said extract Schedule of Quantities at the item rates therein set forth amounting to the contract sum Rs
	OW IT IS HEREBY AGREED AS FOLLOWS: 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	UTIITSL 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.
2.	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.
3.	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.
4.	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

Seal

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execution of Contract Agreement, they have been initialed by the Contractor and The Company Secretary / official otherwise designated by MD & Chief Executive Officer of UTI Infrastructure Technology And Services Limited the said officer is hereby authorised to sign and initial the documents on behalf of the UTI Infrastructure Technology And Services Limited, the document forming part of this contract.

7. IN WITNESS WHEREOF THE official seal of the UTI Infrastructure 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:
UTI Infrastructure And Services Ltd. Signed by
Name:
Address:
Date:
In Presence of:
Signature:
Name:
Address:

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UTI Infrastructure Technology And Services Ltd

Name of the	Tender for Supply, Installation, Testing and Commissioning of	
work	500KVA DG Set on monthly rental basis at the office premises of	
	Punjab & Sindh Bank, 21, Rajendera Place, New Delhi-110008	

Special conditions of the contract

- 1. UTIITSL's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if any discovered in the drawing and specifications, UTIITSL's interpretation shall be final and without appeal.
- 2. The contractor shall submit the Bar Chart & PERT chart before commencement of work and the progress chart during the course of work.
- 3. For the design and other details mentioned in the entire document UTIITSL alone has the patent right.
- 4. The contractor shall take the prior approval from UTIITSL for subletting the job even if the same is to a specialised agency.
- 5. In case UTIITSL rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work.
- 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.
- 7. The contractor has to make necessary arrangement for internal lighting at the site.
- 8. 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.

Seal

Contractor

Signature

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9. 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.

GENERAL TERMS & CONDITION

The scope of services and terms & conditions for hiring the D.G. Set are as under:

- 1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to UTIITSL,.
- 2. Tender which is received LATE on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e -30/4/2015----- fixed for submission of tenders shall be termed as 'LATE' tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
- 3. All Firms / Agency are requested to submit the tender documents (Technical Bid and price Bid) duly filled in with the relevant documents / information at the following address:

UTI Infrastructure Technology And Services Ltd.

- _, Ground floor, Jeevan Tara,
 - 5, Parliament Street,

New Delhi-110001

Tel.No.011-23741289

- 4. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer. UTIITSL reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
- 5. The offer should remain valid at least for a period of 60 (Forty five) days to be reckoned from the date of opening of õ Technical Bidö.
- 6. There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking olist of deviations".

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- 7. The Technical bids will be opened on (Date & Time) as mentioned on cover page in the presence of tenderers at our above office. All tenderers are advised in their own interest to be present on that date, at the specified time.
- 8. Canvassing in any form will disqualify the tenderer.
- 9. Income-Tax and Statutory clearances shall be obtained by the vendors at their own cost as and when required. All payments to the successful vendor shall be made by

 Account Payee Cheques only.
- 10 In case the space in the tender document is found insufficient, the bidder may use separate sheets to provide full information.
- 11. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid shall not be opened.
- 12. Rates are to be quoted for running the D.G.Set monthly including rental charges for each rating of D.G. Set complete with all accessories on hire basis in sealed cover (Envelope II), super scribing the rating of D.G. set.
- 13. The operator provided by the supplier, should possess the requisite & valid electrical License, for running D.G.Set.
- 14. All cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the D.G.set contractor.
 - 15. The D.G. Sets should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of rated

output of respective generators.

- 16. The permission of statutory authorities such as Delhi Municipal Corporation, Fire Brigade and Chief Eletrical Inspector ,pollution control board etc.,if any towards installation of D.G. Sets, will be obtained by the supplier of D.G. Set at their cost. The Space for keeping the DG Set is to arranged by owner of DG Set
- 17. The arrangements for providing accessories like cables, change-over switches etc., if required, will be made by the contractor at their own cost.

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- 18. The arrangements for providing exhaust pipeline of the D.G. Set, as per requirement & specification of Statutory Authorities, will be made by the contractor at their own cost.
- 19. Mending of any damage caused to the Punjab & Sind Bank during loading, unloading of the D.G. Set for Punjab Sind Bank at the time of installation or taking out D.G set from site will be done by the contractor to original finish, at their cost.
- 20. The successful bidder should install and commission the D.G. Set for Punjab & Sind Bank premises within 30 (Thirty) days from the date of awarding the contract.
- 21. Electricity Duty, if any, payable to the State Govt., depending on running hours of the D.G. Set shall be borne by the contractor. Installation of the energy meter with its calibration and registration with the Statutory Authority, shall be done by the contractor at their cost.
- 22. The contract shall remain in force initially for a period of _3(Three)_YEARS from the date of installation and satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice on either side. Also PUNJAB & SIND BANK can terminate the contract by serving three calendar months notice if the services of DG set is not required. The contract may be renewed for further period at mutually agreed rates / charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the generator supplier and requirement of the office.
- 23. In case of any major break-down of D.G. Sets requiring repairing time for more than one day, an alternative interim arrangement will be made by the generator provider immediately by providing a substitute generator of adequate capacity at no extra cost. For non-functioning of the D.G. Set or in the event of failure on the part of the generator supplier to provide an alternative interim generator of adequate capacity, within one day during power failure / load shedding, penalty deduction shall be made based on OT rate for running of DG set beyond normal hours and if the same is not restored within 24 hours, BANK will be free to hire another DG set from the market at the risk and cost of contractor limited to double the amount quoted by the contractor.

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- 24. Tenders should be submitted along with the requisite Earnest Money Deposit amount in the prescribed mode. <u>Tenders submitted without Earnest Money Deposit will be summarily rejected. The Earnest Money will not bear any interest.</u>
- 25. The successful bidder will also have to remit performance Security Deposit by DD / Pay Order / Banker's Cheque for an amount equal to 5 % of accepted tender amount of a year within 15 days from the date of issue of acceptance letter. Work order for commencement of the work will be issued separately within seven days after the contractor remit the requisite performance Security Deposit. If the successful bidder agrees to convert the EMD amount to Security Deposit, in that case the contractor shall has to deposit an amount equal to 5% of accepted tender of a year less EMD amount deposited alongwith the tender within 15 days from the date of issue of acceptance letter. Please note that the Security Deposit will not bear any interest and the same will be refunded to the contractor within 45 (Forty five) days after the closure of the contract.
- 26. The successful bidder will have to execute an Agreement with the Punjab & Sind Bank on Non judicial stamp paper of requisite value and as per the draft of Agreement to be provided by the Punjab & Sind Bank within 14 (Fourteen) days from the date of issue of work order for commencement of the work. No payment will be made until the Agreement is executed. In case the successful bidder remit the full amount of Security Deposit (i.e. 5 % of Estimated annual rent of a year by DD / Pay Order / Banker's Cheque) in that case their EMD amount will be refunded after execution of the Agreement.
- 27. The deployment of operator for running the generator should comply with the Labour Legislation Act. and Minimum wage Act of Govt. of India and the State Govt.
- 28. The contractor will have to remove the D.G. Set from the PSB premises within 07

(Seven) days from the date of termination or closure of the contract at their cost, else

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Demurrage charges @ 1000/- (Rupees One thousand only) per day will be levied by the PSB on the contractor.

- 29. The D.G. set shall have to be run in the event of load shedding / power cut / breakdown / single phasing / erratic power supply from supply Co. on all working days and holidays.
 - Normal working hours on all working days shall be as under.
 - a. From Monday to Saturday (i) 10.00AM to 7.00 PM.
- 30. Please note that D G set shall comprise Diesel Engine of Kirloskar / Cummins coupled with Alternator of Standford / Crompton / Kirloskar O.E.Ms ie Jakson / Bhaskar will only be accepted. The approval of make of Engine, Alternator & Enclosure must be obtained well before procurement. If the tenderer wishes to procure the D.G.Set other than approved make, they must submit the proposal along with copy of certification as mentioned & obtain approval of /PSB/ well before procurement of D.G. Set. If at any stage it is found that DG set provided is not of our approved make, PSB/ reserves the right to ask the contractor to remove the DG set & provide new DG set as per approved makes.
- 31 The successful tenderer has to submit copies of invoices after procurement of D.G.Set. The name, address & phone no. of service centre shall also be mentioned.
- 32. Hiring charges shall be payable from the date of commissioning / date of energizing the electrical installation.
- 33. The quoted rate for running the D.G set on monthly hire basis shall be inclusive of cost of DG set installation, operation (including operator), cost of diesel price prevailing in the market at the date of opening of tender, lubricant, maintenance, tools, security etc. complete required for
- 34. D G set operation. Please note that any variation (Increases / Decreases) in the price of diesel will be considered for payment / recovery as per the Govt. notification issued for diesel price.

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- 35. Price adjustment for the cost of running of DG set due to variation in diesel price-Price adjustment shall be done on the basis of actual consumption of diesel for operation of DG in a given period. For adjustment on account of price variation in diesel price, quantity of diesel consumed shall be determined on the basis of standard fuel consumption chart on different percentage of load, supplied by the standard DG set manufacturer like Kirloskar/ Cummins etc.
- A Log book shall be maintained for recording the daily running of DG set including over time which should be signed by authorized representative of PSB.
- 37. The rate quoted shall be written in FIGURES & WORDS both & if there are any corrections same shall have to be initialed by the contractor. Please note that quoted rates shall be inclusive of all prevailing taxes viz I.T., S.T., Work contract tax Service tax or any other taxes, duties, levies etc as applicable & nothing extra shall be paid on any account.
- 38. Bill shall be submitted in triplicate in the first week of the following month along with the Xerox copy of Logbook and original Log Book for certification and settlement of the bill. The payment will be made after deducting the Income Tax and Works contract Tax etc. at source as per the rules from the running bills. No payment will be made until the Agreement is executed.
- 39. If required Tenderer has to submit necessary approval from pollution control board / Directorate of electrical safety without any extra cost to BANK. Sound and pollution level shall be maintained within the prescribed limits.
- 40. Successful tenderer has to obtain policies as mentioned elsewhere in the tender to cover Third party liability, Fire and Workmen compensation Insurance cover of suitable amount for each policy which shall remain in force till the contract period and extension if granted. No payment shall be released, if the insurance lapses during contract period.
- 41. Tenderers are requested to visit to the site of work before quoting their rates. The tenderer shall find out suitable space nearby OR adjacent to the premises of Punjab & Sind Bank for keeping the DG Set so as to supply emergency power to the premises of Punjab & Sind bank. It will be responsibility of Vendor to arrange the space. The lease, rent etc., for such space shall be payable by the D.G set owner.
- 42. The essential service electrical load shall be connected to D. G. set.

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- 43. Agency has to arrange suitable foundation, earthing with copper earth plate and suitable size cable up to changeover switch provided in panel etc. as per relevant IS ó Code which has to be certified / confirmed by the Engineer. Nothing extra shall be paid in this regard.
- 44. Unauthorized supply of power to other agency / firms from the D.G.set installed at our premises if any are found, penal action will be taken against the vendor as deemed fit.
- 45. Punjab & Sind Bank shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or any other reasons or by personal negligence of the staff of the contractor.

 Punjab & Sind Bank will remain indemnified by the contractor on this account.
- 46. The firm shall be fully responsible for any liability / compensation in case of any accident or otherwise any untoward incident at his own risk for the staff deputed by the firm and Punjab & Sind Bank shall not give any compensation.
- 47. First Aid box shall be arranged by the contractor at site of work at their cost.
- 48. Timing may change according to the BANK® requirement.
- 49. The contractor shall not sublet the contract to any other party / contractor.
- 50. Contractor shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any Government order. Punjab & Sind Bank shall have no liability whatsoever in any manner.
- 51. For running the generator beyond the schedule hours, permission in writing shall be taken from the PSB and a copy of the same shall be produced while claiming the overtime charges.
- 52. PSB will NOT provide ANY space for installation of D.G.set. Vendor has to arrange the space. including rent, lease etc for the space
- 53. The following tests shall be performed at manufacture@s outlet prior to packing & dispatch to site:-
- (a) Load test at full load 50% load, 75% and 110% overload.
- (b) Fuel consumption at full load, 75% load, 50% load and 25% load.
- (c) Other routine test as per IS / BS on alternator, exciter and AVR. Original copies of the test certificates shall be submitted to The Bank
- (d) Noise level measurement.

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- 54. In case of dispute, the matter shall be settled mutually, failing which the decision of The General Manager of Punjab and Sind Bank shall be final and binding on the bidders.
- 55. UTIITSL reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons whatsoever. The tender inviting authority does not bind to accept the lowest tender.

Agreed & Confirmed

Signature of contractor

With Seal & Date

Annexure - IV

TECHNICAL BID

TO BE SUBMITTED IN ENVELOPE - 2

Reference of Technical Bid No. -----

Note: This reference no. to be filled up by the bidder in the Price Bid also

Sl No	Description	Remarks
1	Name of the Firms / Agency:	
2	Address & Phone No	
	Fax No.	
	E - Mail ID	
3	Name of the contact person.	
	Phone No.	
4	Name of the Proprietors / Partners	
5	PAN Card (Enclose attested copy).	
6	Trade Licence Certificate (Enclose copy).	
7	Sales Tax / VAT Registration and	
	Clearance certificate (Enclose attested copy).	
8	Professional Licence No (Enclose	
0	copies).	
9	Service Tax Registration Certificate (Enclose attested copy).	

Contractors Signature Seal

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10	List of clients with D.G.Set supplied on hire basis with date and location of installation during last three years (Enclose as per annexure - A).	
11	List of contracts in hand (Enclose as per annexure - B).	
12	Copies of work order (Enclose attested copies).	
13	Income Tax return for the last three years (Enclose attested copies).	

Contd. to P/2.

- 2 -

Sl No	Description	Remarks
14	Average annual turn over of the firm / agency (Enclose Certified copy).	
	i) F.Y to F.Y	
	ii) F.Y to F.Y	
	iii) F.Y to F.Y	
	iv) Average	
15	Performance certificate issued by clients during last three years (Enclose attested copies).	

Signature	of	vendor	with	seal
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Place:

Date:

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UTI Infrastructure Technology And Services Ltd.

PREAMBLE TO THE BILL OF QUANTITIES

NOTES:

- 2. 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.
- 3. 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.
- 4. 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.

6. Evaluation Criteria:

Total cost of ownership including the Supply, Installation, Testing and Commissioning of DG Set 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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UTI Infrastructure Technology And Services Ltd.

Name of the	Tender for Supply, Installation, Testing and Commissioning of 500 KVA DG		
work	Set on monthly rental basis for the office premises of PUNJAB & SIND		
	BANK, 21, Rajendera Place, New Delhi-110008		

Bill Of Quantities

Sr. No	Description of work	Qty	Unit	Rate (Rs)	Amount (Rs)
1	Providing new weather proof three				
	phase 500 KVA noiseless (silent) DG	1	Month		
	set in sound attenuating acoustic				
	enclosure with anti vibration mounting				
	(AVM) pads (Dunlop make) with rated				
	output of 415 volts 50 HZ consisting of				
	Diesel Engine of Kirloskar /				
	Cummins make for Air cooled				
	coupled with Alternator of Kirloskar				
	/ Standford / Crompton make &				
	enclosure of JAKSON / BHASKAR				
	complete with accessories including				
	base plate, fuel tank (capacity for				
	minimum 8 hrs. of running), batteries				
	with leads and terminals, silencer,				
	alarms standard engine control panel				
	(manual) , utility piping , approved				
	sound proof enclosure, AMF Panel				
	and required length of cable of				
	REQUIRED CURRENT				
	CARRYING CAPACITY etc.				
	complete in all respect as required. The				
	D.G.Set & enclosure shall satisfy the				
	norms of C.P.C.B.(Central Pollution				
	Control Board) & A.R.A.I.(The				
	Automotive Research Association of				
	India). The quoted rate shall be				
	inclusive of lease rent/ rent, municipal				
	& other local statutory charges for the				
	piece of land for installation of D.G.Set.				
	The quoted rate of D.G set on hire				
	basis shall be inclusive of cost diesel,				
	lubricant, operation and maintenance				
	charges etc. for operation of DG set				
	during working hrs. as specified in				

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	terms & condition enclosed. The DG set shall be equipped with following security & safety features i- Glass control panel viewing window. ii- Externally accessible emergency stop button.			
	iii- Provision for illumination inside enclosure.iv- High enclosure temperature			
	safety. v- Access to battery via lockable doors.			
	vi- Externally accessible lockable fuel filling arrangement			
	provided to the canopy. vii- Special lockable door handles with single key.			
	viii- Corrosion resistant modular construction (without any protruding parts).			
	ix- Canopy is lined with acoustic foam which is non - igniting / fire retardant (conforming to BS 4735 / BIS 6 7888).			
	x- Designed for installation in open air condition.			
	Operation of D.G. set during working hrs. as given in this tender excluding Sundays & holidays. against power cut / single phasing / poor supply from supply company.			
2	Over time operation of above D.G. set beyond the working hrs. as given in this tender including Sundays & holidays.	40	Hrs	
3	Waiting charges of operator beyond working hrs. as given in this tender when DG set is not operated.	40	Hrs	
	Total			
	ords Runees			only

In words Rupees _____only

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Notes: Rates quoted are:

- 1. Subject to the terms & conditions enclosed.
- 2. Prevailing Diesel Price = Rs _____ per litre. (Rupees ----- per litre).
- 3. The quantities mentioned in the tender under Sl.No. (2) & (3) are approximate. and it may vary upto any extent. However, the payment will be made based on hours the D.G.Set actually runs as per the rates quoted in the tender.

. The Vendor must visit the site before quoting the rate and submitting the tnder.

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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 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