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Issued to M/s. \_\_\_\_\_

## UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD. MUMBAI

Address: UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Tel No: 022 66786078/6334. Fax: 022 66786005 / 6364

Name of work:

### Supply, Installation, Testing and Commissioning of PAN Kiosk System for Office premises of Income Tax Department(ASK Center) All over India.

Last date of submission of tender	:	03.00 p.m. on 22/12/ 2014
Date of opening of the Tender	:	03.30 p.m. on 22/12/ 2014
Venue of the Tender opening	:	UTI Infrastructure Technology And Services Limited, UTI Tower, 'Gn' Block, Bandra Kurla, Complex, Bandra (E), Mumbai - 400 051
Validity of Tender from the date of opening	:	1 Year
Time of commencement from the	:	Immediately
Stipulated period of Completion	:	Within 30 days from the date of work order
Documents to be provided	:	i) CAR Policy and Workmen Compensation policy during the contract Period from approved Insurance Company within 3 days from the date of WO
Earnest Money Deposit	:	Rs. 3,000/- (Three Thousand Only) in favour of "UTI Infrastructure Technology and Services Limited" Payable at Mumbai.

Contractor's Signature

Seal

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# UTI Infrastructure Technology And Services Ltd.

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# UTI Infrastructure Technology And Services Ltd.

## Tender Notice

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

### A. Submission of Tender :

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

- a) All entries in Tender document must be made in ENGLISH. It must be hand written in INK and must NOT be typed. The rate column to be filled in both figures and words against each item . Amount column to be filled for each item and the total amount for each trade/part to be given.

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- 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.022-66786205/6115 Fax No. 022-66786005/6364.*
  - 3) *Engineer-in-charge means, the Engineer/ advisor/ consultants/ specialized agency/ person appointed by the UTI Infrastructure Technology And Services Ltd. who will be supervising the work, certifying the bill and who will also be responsible for the entire project.*

Only the Tender form issued by UTIITSL or downloaded from the website should be used.

- 4) The tender document is available free of cost on our website i.e. [www.utiitsl.com](http://www.utiitsl.com) and on Government website [www.tenders.gov.in](http://www.tenders.gov.in). The tenderer can also collect the tender form from our office on payment by paying demand draft / pay order of any Nationalised Bank/ approved scheduled Bank as mentioned. The tenderer is requested to download the complete tender document from our website as given above and take the printout of the complete tender document and submit the same duly signed on all pages.

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As far as possible corrections in the tender documents to be avoided. However in case of any corrections, the same should be authenticated by the person who is signing the Tender. Over writing on the tender document is not permitted. No additions or alterations are to be made by the tenderer to the text or the schedule of these tender papers. If made, they will be considered invalid.

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

5. The complete Tender documents (duly signed tender conditions, specification, priced bill of quantities etc.) should be addressed to “ **The Deputy Vice President, UTI Infrastructure Technology And Services Ltd. (UTIITSL), UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051** ” and reach the office on or before date fixed and notified in the tender document.
6. The Tenders will not be received after the due date and the time fixed. However, if the UTIITSL desires to extend the time limit, it will do so by informing on UTIITSLs’ website [www.utiitsl.com](http://www.utiitsl.com) either before the due date and time fixed for submission or after the due date and time.
7. In case the due date for submission / opening of the tender is declared as a public holiday in the State, (where the tender document is to be submitted), the time limit will be automatically changed to the next working day at the same time.
8. In case, the tenderer does not wish to quote for the work, the same should be informed to UTIITSL over letter / fax addressed to The Company Secretary on or before the due date of submission of the Tender. **The blank Tender also must be returned to the UTIITSL.** The technical specification, design and all other contents of the tender documents are patent and the same should not be reproduced without the prior permission of the UTIITSL. The payment made to UTIITSL towards the cost of the tender document is not refundable.
9. UTIITSL will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer.
10. The tenderers are advised to drop the tender in tender box kept in the office of UTIITSL as mentioned on cover page 1 or ensure that the tender reaches the office before the due date fixed for submission of the tender. This tender box would be opened and the tenders scheduled to be opened at 3.30 pm would be taken out from the tender box for consideration.
11. **The tenderers are requested to inspect the site of work and acquaint about the site conditions and rules and regulations before quoting the rates. For this, the officials of UTIITSL may be contacted to make the arrangements.**

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12. The rate quoted should be inclusive of the cost of materials, labour, transportation, Sales Tax, Excise Duty, Cess, Sales Tax on works contract, VAT but exclusive of Service tax along with Education Cess and Secondary and Higher Education Cess as applicable to this Works Contracts Service. The service tax along with Education Cess and Secondary and Higher Secondary Education Cess shall be reimbursed on production of proof of payment made to concerned authorities.
13. The tender should be submitted strictly as per the terms & conditions spelt out in the tender notice. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender may be considered as invalid/void.

**14. Incomplete tenders are liable to be rejected.**

**B. Opening of the Tender:**

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

**C. Acceptance of the tender :**

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

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shall along with the tender duly marked with details. **No tender will be accepted with out EMD.** 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.

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

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

**8. The tenders will be rejected if;**

If the contractor does not quote any of the item/sub-item in the tender.

If the contractors make the correction in the rate while quoting and not countersigned duly stamped at that particular item of work.

If the contractor is not empanelled with UTIITSL and does not meet the eligibility criteria.

- If the contractor proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever.

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.
11. **In case the performance of the Contractor is observed to be not satisfactory his tender may not be consider.**

**D. Execution of Work :**

1. The work should commence *within the period specified on the cover page no.1* from the date of the receipt of work order or the date that may be indicated in the work order. Accordingly, date of commencement of the work will be reckoned from the day as specified in the cover page.

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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 contractor 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 contractor 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.
6. However, if UTIITSL is convinced that the delay in execution of the work is beyond the circumstances created by the tenderer, they may award extension of the same to the extent they feel justified based on the request of the tenderer. In such case liquidated damages will be levied for the balance period, if any as provided as per the condition of the tender.
7. If the tenderer fails to commence the work within the days as specified on the cover page from the date of receipt of intimation for commencement of the work and / or the contractor fails to show progress in execution of work and UTIITSL feels the work cannot be completed within the stipulated time, UTIITSL will have the right to terminate the contract by **giving three days notice** to the contractor, at the full discretion of UTIITSL and the decision of UTIITSL will be final and binding. In case of termination of the contract, the payment if any, due to the contractor will be released only on completion of the entire project. The amount that may be spent for completion of the balance work will be recovered from the contractor. It will be the full discretion of UTIITSL to carry out the balance work through any agency at any rate as per the specification.
8. All the *materials and workmanship* shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS codes and as per directions of the Engineer-in-charge.
9. The contractor shall produce original vouchers/ challans etc., for verification of actual purchases of any material and submit photocopies of same, if so, desired by the Engineer-in-charge.
10. The contractor shall submit manufacturers' test certificates for all important materials and in case if so desired by UTIITSL will have to carry out testing of materials brought on site at

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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 contractor 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 total quantities of work executed to complete the work. The tenderer's workers will not be allowed to stay at the work site
13. The contractor 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
14. Water and Electricity as per the availability at site can be made use of by the contractor. If not available the contractor has to arrange it on his own. The Actual consumption for water and electricity charges in case used from the site shall be paid by the Contractor.
15. In case of any damage to the existing structure, the contractor should rectify the same free of cost up to the satisfaction of the Engineer-in Charge.
16. UTIITSL will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification
17. The tenderer should protect the work till its completion and handing over against any possible damage, theft, scratches, etc.
18. 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.
19. 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.
20. Wherever possible the work has to be carried out at the factory of the contractor and the items to be transported to the site.
21. The contractor should allow Engineer-in-charge or any other designated officer to inspect the items being made at the factory / work place. The contractor should complete fabrication and other works at factory and only assembling work and the finishing may be carried out at the site.



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22. 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.
23. 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.
24. **The tenderer should arrange a qualified technical supervisor at site during the course of the entire work.** The tenderer should not change the supervisor till completion of the work. The supervisor should be available at site when the work is in progress.
25. Any damage / loss to UTIITSL will be rectified at the cost & risk of the contractor.
26. The workmanship should be of high quality / standard and the decision of the Engineer-in-charge / Consultant shall be final in the regards.
27. 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.
28. The tenderer should not engage any person prohibited by the law for execution of the job.
29. The tenderer should carry out the work strictly as per the specification and as directed by the Engineer-in- Charge.
30. All the materials proposed to be used should have the approval of UTIITSL.
31. 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.
32. 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.
33. The dismantled material / debris/ waste material should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at his own cost.
34. 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 stocked /lying at site will be arranged by the contractor.

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35. It is the responsibility of the contractor to get the confirmation certificate from the client after virtual completion of the work.

36. All the electrification work shall be carried out by the licensed electrician under the supervision of licensed electrical contractor. After completion of the work, they shall submit the test certificate for the electrical work carried out by them.

37. the contractor need to clean the premises on day to day basis.

In case the work is required to be carried out on holidays, Sundays, night hours, after office hours necessary permission shall be obtained from the client/ UTITSL

#### **E. Payments :**

1. No advance will be paid.

1(a.) The billing is to be done in the name of the client as specified on cover page (page no.1) of the tender.

1(b) **The Contractor has to submit the bill strictly as per the format of the specifications as mentioned on the bill of quantities in the tender document.**

2. All the payments shall be released to the tenderer on back to back basis once the payment is received from the client.

3. The running account bills will be released for the completed items of work and for the partly completed items based on the percentage of the work executed on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other statutory deduction and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills.

4. The payment towards the settlement of running bills will be treated as the advance towards settlement of final bill.

5. 10% of the value of each running bill will be deducted as Retention Money / Security Deposit.

6. The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements.

7. 50% of the Security Deposit will be refunded together with the final bill. The remaining 50% will be returned to the tenderer after the completion of defect liability period of 12 months. **Before releasing the security deposit, it is mandatory that the contractor has to take the completion certificate from the respective Client.**

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8. The contractor should approach the concerned client officials one month before the completion of the 'Defect liability Period' and obtain such certificate so that the Security Deposit may be released. In the event that some rectification or some repairs have to be carried out, the same should be completed and got certified from the concern client and forwarded to us for releasing the Security Deposit.
9. **Note: It is responsibility of the contractor to take the no objection certificate/ no defects certificate from the concerned official on completion of the defect liability period. UTIITSL/ Client would not be responsible for the certificate.**  
**10. In case the no defect certificate/no objection certificate is not taken by the contractor, then the Security deposit will not be released till such time UTIITSL has a satisfactory note in successful completion of the defect liability period..**
12. 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.
13. Tenderer will not be entitled to any interest on Retention Money or any Running account bill money for the time it will remain with the UTIITSL/Client.
14. 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.

#### 8. **DEVIATION, VARIATION, EXTRA / DEVIATED ITEMS AND PRICING :**

The rates of such altered, additional or substituted works shall be determined in accordance with the following.

- a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- b. If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- c. If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of rates for labour and materials as per the market rate prevailing at the time of execution.

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- d. While fixing rates of extra items 15% (Fifteen percent only) shall be allowed on the cost of material and labour to cover all supervision, overheads, statutory Taxes and Levies and profits except service tax.
- e. Items for which the rates, as assessed by the UTIITSL are higher or lower by more than 35% of the market rates shall be termed as Abnormally High Rated Items (AHRI) and Abnormally Low Rated Items (ALRI) respectively. The deviation limit for variation in quantities of AHRI & ALRI shall be 25% in foundation and plinth, and 15% in super-structure. Quantities in excess of the deviation limit shall be treated as extra items of work and priced accordingly as above. The decision of the UTIITSL on categorization of items as AHRI / ALRI shall be final and binding.
- f. For all extra items of work, the contractor should submit to the concerned UTIITSL Engineer the necessary particulars along with his analysis and the rate he proposes to claim for consideration immediately or latest within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the UTIITSL Engineer, then the UTIITSL shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
- g. The Contractor shall note that Extra/Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered. The Contractor shall not be allowed to make any Additions/ Alterations/ Revisions / Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.
15. The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of UTIITSL.
16. The bill should be attached with all necessary measurements, sketches, joint measurements (if any).

**F. Escalation :**

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

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**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, UTIITSL will have the liberty to carry out the said work through some other contractor at the cost & risk of the tenderer. Such expenditure incurred to the client will be recovered from the Security Deposit. In case any expenditure incurred is more than the Security Deposit, the tenderer should pay the difference that may fall short.
5. While carrying out the rectification work, the tenderer should ensure that the surroundings should be protected against any possible damage. In case of any damage, the same should be made good by the tenderer.

**H Statutory obligations to be followed :**

1. The tenderer should ensure adherence of all statutory requirements under the State and Central Rules in force and other local bodies for smooth and timely completion without any additional cost.
2. The tenderer shall comply with the provisions of all the rules and regulation in respect of labours engaged at site (such as Contract Labour {Regulation & Abolition} Act, 1970, Minimum Wages Act, Apprentice Act and all other labour laws as may be enforced from time to time by the Government Authorities) for execution of work, procurement of material for completion of the entire project. UTIITSL shall not be held responsible for any penalty on failure of any of the labour regulations or on failure of any compliance of any rule in force.
3. The tenderer shall strictly comply with the provision of Sales Tax (both State & Central), Excise Duty, etc. All the duties / taxes with respect to the work should be borne and paid by the tenderer himself. UTIITSL shall not be responsible for any payment/ penalty on this account at any stage.

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

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15. UTIITSL will have the right to protect its interest either by taking insurance directly or by any action that may deem fit on account of the tenderer and recover the same from the tenderer incase the tenderer fail to do so.

#### **H. Responsibilities of the tenderer**

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

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14. The tenderer should submit shop drawings for all the items for the approval of UTIITSL before execution of each item of work.
15. The tenderer should remove the rejected work / materials immediately on receipt of instruction to do so.
16. The tenderer has to ensure safety of the premises and the work till handing over of the same to UTIITSL.
17. The tenderer should submit the As-built drawings of the entire work together with the Final bill.
18. UTIITSL has been appointed as the Consultant for our client as mentioned elsewhere in the contract no arbitration or legal claim will stand against UTIITSL. The claim if any with respect to the work payment or any other matter including release of Security Deposit etc., will be limited to the client as mentioned and not against UTIITSL.
19. **The Contractor should strictly follow up the rule of the building Societies for executing the job times schedules etc.**
20. **The contractor should obtain necessary permission from the building society executing the said work along with the security deposit amount if any which is on refundable basis.**
21. **Determination of contract due to abandonment or reduction in scope of work:**  
If at any time after the acceptance of the tender, the UTIITSL/CLIENT shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the UTIITSL shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the Execution of the whole of the works.  
  
The Contractor shall be paid at contract rates for the full amount of work executed and All surplus materials collected for incorporation in the work, which the Contractor has procured will be taken back by the contractor.  
**SERVICE TAX**
22. **Service Tax along with Education Cess and Secondary and Higher Education Cess as applicable to Works Contract Service in terms of Section 66B and Section 67 of Finance Act, 1994 read with Rule 2A of Service Tax (Determination of Value) Rules, 2006 shall be chargeable on the contract. The quantum of service tax chargeable by service provider shall be determined in terms of Section 68(2) of Finance Act, 1994 read with Rule 2(1)(d)(i)(F)© of Service Tax rules, 1004 and Notification No. 30/2012-ST dated 20<sup>th</sup> June,**



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**2012 (as amended). Service Tax Registration Certificate of service provider to be enclosed along with tender application.**

- **The quantum of service tax as admissible will be payable on receipt of a demand raised by the service provider on actual service tax paid basis.**
- The special conditions annexed with this notice has to be strictly followed.
- This notice shall form part of the contract.

Contractor's Signature

Seal

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## UTI Infrastructure Technology And Services Ltd.

Summary		
1.	Time of Completion	<b>30 days</b> from the date of commencement of work
2.	Date of Commencement of work	Immediately from the date of issue of work order
3.	Liquidated damages	2 % of the total contract value per week subject to the maximum of 10 % of the contract value
4.	Validity of the offer	One Year Rate Contract
5.	Security Deposit (Retention money)	10 % of total value of work done, out of which 50% will be released at the time of settlement of final bill.
6.	Sales Tax, Excise duty, Royalty, Octroi, Work contract tax or any other statutory levies / Taxes / Cess.	To be entirely borne by the Contractor. The rate/ amount quoted shall be inclusive of all the taxes, VAT, duties and levies valid for the entire contract period. The rates to be all-inclusive and nothing shall be paid extra.
7.	Insurance policy	1. CAR policy with value of 125% of the contract value in the joint name of client and the tenderer. Third Party Insurance of Rs.1 Lac per accident and no. of accidents infinite.
8.	Defects Liability Period	12 (Twelve) months from the date of virtual completion / handing over of site to the client
9.	Terms of Payment	1. No advance 2. All the payments (running bills and final bill) shall be released to the tenderer on back to back basis once the payment is received from the client. 3. Final Bill settlement within 45 days from the date of proper submission and verification of measurements and handing over of site to client whichever is later.
10.	Deductions	Income Tax at source as per Income Tax Rules and as per Income Tax directives. Sales Tax / Works Contract Tax/ Commercial Tax as applicable in the statement.

Contractor's Signature

Seal

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		Cess applicable as per the local rules Any other Levy/Cess/Tax to be deducted at source by law.
11.	Extra / Additional work	15% of the cost of material and labour towards overheads and profit

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

(Seal)

For (Name and address of the Contractor)

Signature of the Tenderer

For (Name of the Contractor and Designation)

Contractor's Signature

Seal

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## Annexure-I

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

From. : **Contractor**

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

Dear Sirs,

We refer to the tender dated \_\_\_\_\_ for \_\_\_\_\_, 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**

Contractor's Signature

Seal

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

From : **Contractor**

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

Dear Sirs,

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

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

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

Yours truly,

**Date:**

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

Contractor's Signature

Seal

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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 \_\_\_\_\_ between \_\_\_\_\_ UTI Infrastructure Technology And Services Limited, having its Registered Office at UTI ITSL Tower, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614(hereinafter called the 'Consultant' of the one part) and \_\_\_\_\_, (hereinafter called the 'Contractor' of the other part).

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

Contractor's Signature

Seal

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

Signed by the Contractor

Signature with : \_\_\_\_\_  
Rubber Stamp

Date : \_\_\_\_\_

In the presence of :

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

Contractor's Signature

Seal

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For and on behalf of

UTI Infrastructure Technology And Services Ltd.

Signed by : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

In the Presence of

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

Contractor's Signature

Seal



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# **UTI Infrastructure Technology And Services Ltd.**

## **Special conditions of the contract**

- 1. The wood to be used should have similar / uniform color, grains and should be totally free from white portions, decay, knots etc.**
- 2. All the edges of the plywood should be teak wood beadings. The beading to be fixed with adhesive / screw/ nails.**
- 3. The measurements indicated in the drawings are approximate and may vary as per the site conditions. UTIITSL's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if any discovered in the drawing and specifications, UTIITSL's interpretation shall be final and without appeal.**
- 4. The contractor shall submit the Material Procurement Schedule & Bar Chart along with the acceptance of LOI and the progress chart during the course of work.**
- 5. For the design and other details mentioned in the entire document UTIITSL alone has the patent right.**
- 6. The contractor shall take the prior approval from UTIITSL for subletting the job even if the same is to a specialised agency.**
- 7. In case UTIITSL rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work.**

Contractor's Signature

Seal

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8. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.
9. The contractor has to make necessary arrangement for internal lighting at the site.
10. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
11. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.
12. The electrical installation works to be carried out by engaging licensed electrical contractor. The successful tenderer shall submit the photocopy of Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
13. The contractor shall submit the single line drawing of electrical installations/ wiring of completed work along with the final bill.
14. The contractor shall submit the Test Certificate of the Electrical installations carried out by him as per requirement of local Electrical supply Authority, Indian Electricity Rules, and Indian Electricity Act.
15. The work shall be carried out on holidays and Sundays, after and before office hours with the due permission of the UTIITSL/ Client and during office hours on working days. There shall not be any problem, disturbance in office/ other areas/ floors as the work is to be executed in working office.

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16. The successful tenderer shall depute one electrician and one helper during office hours to avoid any electrical breakdown in electrical installation.

**17 .The tenderer is strictly advised to adhere to all the safety norms and precautions as stipulated in the BIS / NBC standards. The tenderer should follow all the relevant direction on safety and the directions related to safety as given in the tender. Please note that no work is to be carried out without following safety norms. Any instructions from any one against these norms are not to be followed and reported to the client / UTI ITSL in writing. UTI ITSL office will not be responsible for any work or any consequences or any damages arising out of action taken by the contractor which is in violation of this clause.**

The tenderer has to maintain a book for instructions from the Engineer-in-charge.

The work need to be carried out strictly as per the society rules and regulation.

The contractor needs to take necessary permission from society including the security deposit on refundable basis if required

Additionally,

- The L2 will be asked to confirm if he can do the work at the lowest rates quoted by L1.
- If the L2 gives a letter confirming that he is ready to carry out the work at the lowest rate (L1), then it can considered to award the work to him also. The condition of this award of work to L2 on the rates of L1 will be as under:
  1. When L1 denies in writing that he does not have capacity to do the work.
  2. When it is observed by UTI Infrastructure Technology And Services Ltd. that L1 has not completed sites in time.
  3. When defects are found in the work of L1.
  4. When L1 does not take up the work as assigned with the stipulated time period as mentioned in the work order.

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## **Technical Specifications for PAN Kiosk System**

### **Detail of PAN Kiosk System 19' Inch (48.3 Cm).**

SR. NO.	Name	Specification	Remark
1.	Kiosk Model <b>MAKE</b> (Essae/Agmatel /Intellvisions	<ul style="list-style-type: none"> <li>• Monitor - 19øInch Colour LCD</li> <li>• Touch Screen - Resistive Touch Screen, surface Acoustic Wave (SAW) touch screen, vandal-proof with 6mm antiglare and overlay</li> <li>• Display Resolution- 1280X1024 (Min)</li> <li>• Computer - Intel Duo core 1.8 Ghz Processor, Embedded Processor (i3) Min., RAM- 2GB (Min), HDD ó 500 GB, ODD-DVD (RW), 4- USB Port, 1 Serial Port, LAN 10/100, Windows embedded POS Ready 2009 Professional, Norton Antivirus or equivalent for 1 year.</li> <li>• Power- 180 V To 280 V , 50 Hz ,AC Power Supply</li> <li>• Type- Standing Type</li> <li>• Size ó 48.3 Cm (19 Inch)</li> <li>• Speakers- Built-in 2X1.5 Watts Speakers.</li> <li>• Key Board- 64 Keys, water-proof metal keypad with metallic track ball.</li> <li>• Enclosure- MS High grade with power coating Leveling legs for uneven floors Rear opening doors to access the accessories within the Kiosk 4ø exhaust fan with AC power Supply on either side of Kiosk.</li> </ul>	

1. Proto type Technical Data Sheet is shown here.
2. Photo Copies of the Technical Specification Data Sheet to be used & attach to  
Furnish the details of different ratings and types of Kiosk System.

Contractor's Signature

Seal

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# UTI Infrastructure Technology And Services Ltd.

## PREAMBLE TO THE BILL OF QUANTITIES

The work proposed to be carried out at the proposed Office premises as mentioned on cover page, the premises is proposed to be provided with Furnishing, civil, Electrical and LAN cabling works. The quality of work proposed should have *the best* workmanship. The contractor should ensure that only the first quality materials mentioned in the list of material is purchased for the project.

1. The work should be carried out in such a way that the structure is not disturbed.
2. Any difference / discrepancies in the specification should be clarified with the Engineer in charge before submitting the tender. The Engineer in charge will have the liberty to modify the specification to a reasonable limit to suit the basic concept during the course of work; the tenderer should carry out such work with out any extra cost.
3. In case of any major modification such items will be considered as an extra 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.

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## UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.

### BILL OF QUANTITIES

#### Note :

1. Rates to be quoted by the tenderers in the item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figure and in words. However, if a discrepancy is found between the rate written in figures and rate written in words then the rate which correspond with the amount worked out by the contractor shall be taken as correct.
2. If the amount of an item is not worked out by the tendered, or it does not correspond with the rate written either figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
3. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
4. Contractor need to prevent entire furnitures & other asset belongs to the Client
5. The work need to be carried out as per the direction of the UTIITSL Engineer
6. The Contactor need to keep the one Electrician at site Day and night time, In case any Problem in the Electrical / Server , The electrician need to attend the Complaints Immediately. IF the Contract fail to attend the Work , The work will carried through the Other Agencies and the expenditure will be deducted from the Contractor Bill.

Contractor's Signature

Seal

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**BOQ for Supply, Installation, Testing & Commissioning of PAN Kiosk System at Income Tax Office Premises of All Over India.**

Sr. No.	Description	Qty	Unit	Rate	Total Amount
<b>A</b>	<b>PAN Kiosk system (19' Inch)</b>				
1	Supply and Installation Kiosk System. Display Resolution ó 1280 X1024 Min, Resistive Touch Screen, Size- 19ø Inch, Intel Duo Core 1.8 Ghz processor, Embedded Process (i3), RAM- 2 GB, (min), HDD- 500 GB, ODD- DVD (RW),4 ó USB Port, 1 Serial Port, LAN 10/100, Windows embedded POS Ready 2009 Professional, Norton Antivirus or equivalent for 1 Year and Income Tax Dept.(ASK Center) software to be provided. <b>(Rate Shall be applicable for all over India)</b>	01	No		
	Mode of measurements : Counts Units : Each.  Rate in words : Rupees í only per No				
	<b>Grand Total</b>				

**Note –**

**1) The rate shall be valid for one year work order for supply & Installation of PAN Kiosk system shall be placed as and when requirement will come.**

**2) All Venders shall have service offices for supply and installation of PAN Kiosk System and to attend during warrantee Period.**

Contractor's Signature

Seal

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# UTI Infrastructure Technology And Services Ltd.

Name of the work	Tender for Supply, Installation, Testing and Commissioning of PAN Kiosk System for office premises at locations all over India
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## **SPECIFICATIONS**

### **General**

#### **A: MATERIALS**

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

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

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

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

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

All materials supplied by or through UTIITSL OR other specialized firms if any, shall be properly stored and the tenderer shall be responsible for its safe custody until they are required on the works/until the completion of work.

Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specification the quality of materials, workmanship, dimensions etc., shall be as specified here-in-under.

All equipment and facilities for carrying out field tests on materials shall be provided by the tenderer without any extra cost.

Contractor's Signature

Seal



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**NOTES:**

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

Contractor's Signature

Seal

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**Confirmation of Acceptance of Tender terms and conditions**

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

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

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

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

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

**Date :** \_\_\_\_\_

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

Contractor's Signature

Seal

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### DECLARATION

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

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

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

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

Date : \_\_\_\_\_

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**

Contractor's Signature

Seal