# URBAN ADMINISTRATIVE BUILDING SOCIETY (Managed by Commissioner of Municipal Administration)

UAB Campus, No. 75, Santhome High Road, MRC Nagar, RA Puram, Chennai 600 028 Phone: 29864447 & 2984463 E- mail: uabs.cma @gamil.com

Website:

## **BID DOCUMENT FOR**

## PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR Uninterrupted Power Supply (UPS)

Name of work :	"Comprehensive Annual Maintenance		
	Contract for UPS (1no. of 150 KVA &		
	7 no. of 5 KVA)" installed at Urban		
	Administrative Building Campus at		
	N0.75, Santhome Road, MRC Nagar , RA		
	Puram, Chennai 28		
Period of Sale of Bid	from 12.09.2019 to 26.09.2019		
Document :			
Time and Date of Pre Bid	17.09.2019at 3.30 PM		
Meeting :			
las date and Time for receipt	27.09.2019upto 3.00 PM		
of Bids :			
Date and Time for Opening of	27.09.2019at 4.00 PM		
Received Bids :			
Place of Opening of Bids :	Office of Commissioner of Municipal		
	Administration		
Office inviting Bids :	The Joint Commissioner of Municipal		
	Administration & Member secretary of		
	Urban Administrative Building Society		

## SECTION I INVITATIONS FOR BIDS (IFB)

Date : 12.09.2019 Bid No. : 5

- 1. A society has been formed under society Act vide G.O No. Comprising 664 urban local bodies (124 Municipalities, 11 Corporations and 528 Town panchayats) and pooled fund has been collected from these 664 urban local bodies on share basis to establish a separate Administrative office building for Urban Administration (Nagar Nirvagam) to accommodate the Commissioner of Municipal Administration and the Director of Municipal Administration to facilitate all sections under one roof. Government of Tamilnadu issued an order vide G.) No.111 Revenue(LD-4(1) Department dated 04.03.2014 by allocating 6.286 Acres of land in Mylapore village Survey No. 4289 &4290/2 of Mylapore Triplicane Taluk for construction of office building for Commissioner of Municipal Administration and Director Town Panchayat. The construction was proposed to construct G+11 floor office building with centralized airconditioning system. The total building area is 10920 sgm and each floor approximately has the area of 1015 sqm. Of which it is proposed to have three floors (11<sup>th</sup>, 10th, and 9th) exclusively for CMA and to have two floors (8<sup>th</sup> and  $7^{\text{th}}$ ) exclusively for DTP. The fifth and sixth floors are reserve for common usage. The building is provided with one number of 150 KVA Capacity UPS and 7 numbers of 5 KVA capacity UPS to provide uninterrupted power supply for the computer and for emergency lights.
- 2. On behalf of the Urban Administrative Building Society (UABS) Sealed bids are invited from the qualified bidders by the Member Secretary, of UABS at his office up to 3-00 P.M on 27.09.2019for the work of "Comprehensive Annual Maintenance Contract for UPS" installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28 .Bidders are advised to note the minimum qualification criteria specified in Clause 4 of section II of the Instructions to Bidders to qualify for the award of the contract.
- Bidding documents (and additional copies) may be downloaded from the <u>www.tncma.in</u> web site on free of cost from 12.09.2019 to 26.09.2019 for a non-refundable fee of Rs 3000 as tender processing fee in the form of

Demand Draft on any Nationalized bank payable at Chennai in favour of Urban Administrative Building Society .

- 4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of Urban Administrative Building Society. Bid security will have to be in any one of the forms of Demand Draft on any Nationalized bank payable at Chennai as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
- 5. Bids must be delivered to Member Secretary of Urban Administrative Building Society on or before 15.00 hours on 27.09.2019and will be opened on the same day at 16.00 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
- 6. A prebid meeting will be held on 17.09.2019at 15.30 hrs. at the office of Commissioner of Municipal administration MRC nagar , Chennai 28, to clarify the issues and to answer questions on any matter that may be raised .
- 7. Other details can be seen in the bidding documents.

work no. 1	Name of work	Approximate value of work (Rs.)	Bid security (Rs.)	Tender Processing fee (Rs.)	Period of completion
1	2	3	4	5	6
1.	"Comprehensive Annual Maintenance Contract for UPS ( 1no. of 150 KVA & 7 no. of 5 KVA)" installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28	2.00 lakhs	2,000	1000	12 Months, (including Monsoon period)

## <u>TABLE</u>

Joint Commissioner of Municipal Administration & Membber Secretary of UABS Office of Commissioner of Municipal Administration

#### **SECTION 2**

#### Instruction to the Bidders

#### 1. INVITATION:

On behalf of Urban Administration Building society Chennai-600032 Sealed Tenders will be received by the Member secretary/ Chief Engineer of UABS, TANUABS at his office upto 3-00 P.M on **027.09.2019**for the work of **"Comprehensive Annual Maintenance Contract for UPS ( 1no. of 150 KVA & 7 no. of 5 KVA)"** installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28

### 2. FOR SPECIAL ATTENTION:

- (i) Tenderers who are Registered Reputed agency / Registered contractors in any State / Central Government Department / Undertaking from registration under Class-IV as per revised classification with EA license.
- (ii) Tenderer should have executed similar nature of work in the past 3 years with atleast one single work (completed works) costing not less than Rs.2,00,000/- in any one of the preceding three years in any State / Central Govt. Department / Govt. Undertaking Department, MNC's and Major Private Sectors (i.e. from Jan'2017 to Dec'2019) with an annual turnover Rs. 4,00,000/- in any one of the preceding three years (i.e. from April 2016 to March.2019).
- (iii) Tenderer should have experience for Operation & Maintenance for Electrical HT & LT Installed in multistoried office complex building in the past three years
- (iv) Tenderers should produce the copy of latest Income Tax Return, PAN and Goods Service Tax registration duly attested.
- (v) The tenderer should produce copies of Audited Balance sheet, profit and loss account etc., duly certified by the Charted Accountant for the preceding "THREE" years.
- (vi) At the time of awarding the work, the tenderer shall furnish a self declaration certificate in a non-judicial stamp paper (of value Rs.20/-) to the effect that the tenderer would comply with all statutory labour laws including payment of Wages Act 1936 and Minimum Wages Act 1948 with EPF registration.

- (vii) The Tenderer has to declare that the firm on individual has not been debarred from participation in tender anywhere in Taminadu & any other campus
- (viii) Experience / Performance Certificate issued by the Engineer-in-charge (Not below the rank of Executive Engineer / Project Engineer of the employer) of the work, clearly showing the details of the Name / Designation of the Employer, Value of work, Stipulated period of contract, Date of commencement of work, Date of actual completion of work and Quality of work executed.
- (ix) The Urban Administrative Building Society invites sealed tenders under "TWO BID SYSTEM" for the said work. the cover 1 should contains the details requested as proof of evidence as in clause 4 of section II of this document and the Cover 2 should contain the price bid/ financial bid as prescribed in the section v of this document. Both the cover 1 & cover 2 should be put in a bid cover and sealed with wax and superscripted with the name of work and name of the bidder and designation of the tender inviting authority
- (x) The successful bidder must execute an agreement as given in section VI of this document which should includes all the instruction given in all the sections of this document.

## 3. DESCRIPTION OF PROJECT:

"Comprehensive Annual Maintenance Contract for UPS (1no. of 150 KVA & 7 no. of 5 KVA)" installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28.

S.No.	Documents to be submitted	Proof Required
1.	The proof for having experience for three years in the field of AMC in UPS	(To be Attached)
2.	The Proof of Annual Turnover for up to Rupees four lakhs per year for last 2 years in the form of Audited Balance Sheet (Year of 2017-18 and 2018 -19)	(To be Attached)
3.	A List of organizations where the supplier has currently AMC provided	(To be Attached)

## 4. MINIMUM QUALIFYING CRITIERA

		I
	Two AMC orders of Govt./ Autonomous bodies and PSU	
4.	each.	(To be Attached)
	Registration Certificate in support of VAT No./ TIN No.	
5.	/ GST & validity etc.	(To be Attached)
	Copy of PAN/TAN number of the firm/Company for	
6.	Income Tax.	(To be Attached)
	Earnest Money Deposit (EMD) in the form of Demand	DD. No.
7.	Draft of Rs.4,000/- in favour of UABS payable at	
	Chennai.	Dated:
	Processing fee (Non Refundable) in the form of	
	<b>3 1</b>	
	Demand Draft of Rs.2,000/- in favour of UABS payable	
8.	at Chennai.	DD No.
	Declaration that the supplier has not been debarred	
	from Participating in Tender anywhere in URBAN	
	ADMINISTRATIVE BUILDING SOCIETY (UABS) HO and	
9.	Centres.	(To be Attached)
10.	Certificates in support of all Statutory Registrations	(To be Attached)
11.	License issued by appropriate authority	(To be Attached)
	Authorization certificate / proof of similar kind of work	
	carried out issued by Original Equipment Manufacturer	
12.	(OEM) in case of other than OEM.	(To be Attached)

- I. The proof of three years' experience.
- II. The proof of Annual turnover of the firm should be minimum Rupees Ten Lakhs per annum for last two years in the form of Audited Balance Sheet for the year 2017-18 and 2018-19. The document in support of the same should be enclosed along with the Technical Bid.
- III. A list of organizations where the vendor has currently provided AMC for Schindler company Lift
- IV. Two AMC work orders with Govt./Autonomous bodies or PSU to be attached.
- V. Registration Certificate in support of VAT No/ TIN No / GST & Validity etc.
- VI. Copy of PAN/TAN number of the firm/company for Income Tax.
- VII. EMD and Processing fee should be enclosed in the form of Demand Draft (DD) in favor of UABS payable at Chennai.
- VIII. The Tenderer has to declare that he has not been debarred from participation in tender anywhere in Tamilnadu & any other campuses.

#### 5. EVALUATION CRITERIA

The Tender accepting authority shall cause the evaluation of tenders to be carried out strictly in accordance with the qualifications criteria in terms of the required experience, available similar nature of work. Technical and other manpower and financial status furnished along with the tender.

Tenders which an initial examination are found to be not substantially responsive may be rejected by the tender accepting authority.

Out of the tenders found to be substantially responsive after the initial examination, the tenderer who has tendered the lowest evaluated price in accordance with the evaluation criteria shall be determined.

#### 6. GENERAL

- i. Bid form shall be duly filled in, signed and complete in all respects.
- The price should be inclusive of all taxes and local levies if any On FOR destination basis but excluding GST and GST should be indicated separately.
- iii. Rates shall be firm throughout the contract period and no escalation shall be permitted.
- iv. The rates are including GST @ 18%.

#### 7. PERIOD OF WORK

The period of completion shall be 1 year from the date of handing over of the site to the successful contractor.

#### 8. EARNEST MONEY DEPOSIT

8.1 Earnest money deposit of **Rs.4,000/- (Rupees four Thousand Only)** must accompany the qualification Tender for this work.

8.2 The Earnest money deposit may be produced in any one of the following forms.

- i. Demand Draft issued by Nationalized or Scheduled Banks drawn in favour of Urban Administrative Building Society ,Chennai
- Small savings scripts / Deposits and Accounts duly pledged in favour of Urban Administrative Building Society ,Chennai
- iii. If upon acceptance of tender, the tenderer withdraws his tender or fails to pay the requisite security deposit amount within the specified period of time, the Earnest money deposit paid with the tenderer will be forfeited.
- iv. EMD will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

### 9. SECURITY DEPOSIT:

- 9.1 The successful tenderer within 15 days (Fifteen days) from the date of work order shall furnish a Security Deposit for an amount equivalent to 2% of the contract value, which includes the Earnest Money Deposit already paid, and sign the Agreement. If the successful tenderer fails to execute the contract (i.e. sign the agreement) within the aforesaid 15 days time, the Earnest Money Deposits amount remitted will be forfeited.
- 9.2 The security Deposit in any form of Demand Draft from nationalized bank in Chennai, all are in favour of UABS, Chennai-28.

## 10. LANGUAGE:

Tenders shall be offered only in the prescribed forms in "ENGLISH" only.

### 11. VALIDITY OF PRICE TENDER:

The tender shall be valid for a period of 90 days (Ninety days) from the date of opening of Tender.

### NOTE:

- If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination, the contractor will be banned from business dealings.
- 2. All the documentary evidences should be stitched neatly (Spiral Binding should be avoided) and the pages should be serially numbered. Index of the Documents produced should be prepared and reference to page number of the documents produced should be furnished in the index.
- 3. The evaluation will be done only based on the information, evidence, documents, Records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
- 4. Brochures, Pamphlets etc, shall also be stitched along with the documents.
- 5. All applicants are cautioned that the Qualification Tender application contain any deviation from the contractual terms and conditions, specifications or other requirements the same will be rejected as Non-responsive and low performance reliability.

## 12. OPENING OF TENDER:

The tender will be opened by the Member secretary or by the authorized officer UABS, MRC Nagar Chennai- 28 at **4.00 P.M. on 27.09.2019** in the presence of the tenderers or their authorized representatives who choose to be present. After detailed evaluation, the Tender who satisfy the eligible criteria alone will be considered for comparison rates quoted.

#### 13. METHODS OF TENDERING:

- i. If the Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.
- ii. If the Qualification application is made by a sole Proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with it's current address. Documents with regard to registration as firm by the Registrar of firms or registered affidavits / sworn statement to establish the existence of the firm and its Authority to enter into contract should be produced.
- iii. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the registered power of Attorney issued in favour of the Signatory should be produced.
- iv. If the Qualification Application is made by a "Limited Company" or a "Limited Corporation", it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case, the certified copy of the power of the attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule.
- v. QUALIFICATION APPLICATION FROM JOINT VENTURES ENTERED AFTER THE PUBLICATION OF THIS TENDER ARE NOT ACCEPTABLE.
- vi. All the originals of the documentary evidences shall be produced, if asked for, for verification at the time of opening of Qualification Tender or subsequently.

#### 14. **NEGOTIATION**:

Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates.

## 15. RATES AND PRICES:

This is a fixed price contract. Price adjustment clause (To account for rise or fall in the money value during the contract period) is not operable for this contract and the tendered amount should remain "FIRM" during the entire period of contract.

## 16. WHOM TO CONTACT:

The UABS building Maintenance Engineer, MRC Nagar, Chennai-600028 may be contacted for further information in the matter.

## 17. DURATION OF THE CONTRACT:

The AMC service contract is initially for a period of one year from the date of work order and if the service is satisfied by the employer then the contract may be extend with the approval of General Body of the Urban Administrative Building Society. For further two years based on performance and mutual consent. No further extension of the contract, beyond three years, will take place under any circumstances.

## 18. PENALTY CLAUSE:

a) The AMC service contractor is expected to pay five visits in a year, however, on receipt of specific complaints the contractor shall be issued a service deficiency notice. On receiving a deficiency notice, the contractor shall make necessary arrangements to rectify the deficiency within two days, If not a penalty of 2% of the visit amount payable for the particular deficiency work.

## b) Penalty- In case of delay in execution of the work:

Recover from the supplier/contractor towards liquidated damages a sum @ 0.05% (zero point Zero Five percent) of the value of work for a day, or Part thereof subject to maximum of 5% (five percent). OR Purchase from elsewhere on account and at the risk of supplier, for the items/ Materials not delivered / Maintenance Personnel not provided.

## c) Deduction for Exceptions / Liquidity Damages:

The deduction shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by Officer-In-Charge of UABS in writing.

- Not properly carrying out the jobs as defined for 'daily '-2% (each item/collection of exception)
- ii. Not properly carrying out the job as defined for 'weekly'-3% (each item/collection of exception)
- iii. If the required quantity/ No of personnel not provided in any of the day by the contractor, payment will be reduced proportionately or UABS will engage the personnel equivalent category to maintain the office from open market and the actual cost incurred by UABS will be recovered from the contractor's bill.
- iv. However, if the exceptions become general practice, action will be initiated as deemed fit for termination of contract.

## Section III

## TERMS AND CONDITIONS OF THE ANNUAL MAINTENANCE CONTRACT ARE FURNISHED BELOW:

1. The Contractor may visit the installation sites for periodic preventive maintenance check up of the 3 Nos of 20kVA UPS systems once in **three** months.

2. Apart from the periodic preventive maintenance visits, all breakdown calls on the systems covered under AMC and reported to be attending immediately. If servicing takes more time alternate arrangement should be made for smooth functioning of office. If breakdown call is not attended within 3 to 4 hours UABS will make alternate arrangement for rectification and the cost will be recovered from the AMC contract payment.

3. During the preventive maintenance checkups, the system should be cleaned and general performances have to be checked.

4. Cost of all spares that are replaced in the UPS systems have to be covered under this Comprehensive Annual Maintenance Scheme.

5. Renewal of this maintenance contract is based on the performance of the service.

6. The approval is given excluding Service Tax andVAT etc.,

7. **Termination:** If Performance is found unsatisfactory the contract would be terminated with one month notice time.

## 8. Exclusions:

The following services are not included in this Contract, but may be done on payment basis when necessary or essential.

- a. Missing/stolen parts in the UPS and DC backup source / battery.
- b. Shifting of UPS and accessories.
- c. Extra accessories required for the use of the UPS.
- d. Repairs and replacement to DC backup.
- e. Electrical Wiring, Accessories & its associated problems.
- f. Replacement of Capacitors if the age of the same exceeds more than five years.

g. Replacement of magnetic, if the age of the transformer exceeds more than seven years.

h. Defect arising due to site related problem such as short circuit between Phase & Neutral - Phase & Earth, Neutral open, etc., could be rectified on chargeable basis only.

9. Limited Liability: In case of any damages to the load, that are connected to the UPS systems, Novateur's liability is only to repair the UPS system subject to the terms of Novateur. Novateur will not be responsible for any damages to the load connected to the UPS system under any circumstances.

10. **Force Majeure:** The scheme does not cover any repair or replacement necessitated by loss or damage due to Flood, Earthquake, Fire, misuse, Input supply Short-circuits, accident natural calamities or any such Force Majeure circumstances, etc.

11. **Validity:** The period of the contract is for **12 (Twelve) months** subject to the other conditions in this agreement and also subject to renewal and termination. On completion of contract period, if the services are found satisfactory, if required, the contract duration may be extended on mutual grounds to a maximum period of three years.

#### 12. Payment of Service Tax:

- a) Service tax as per Government regulations is to customers account.
- b) Payment would be made on **quarterly basis** only after successful completion of every quarter maintenance.

13. VAT / CST charged as per the state Government VAT Act under Works Contract, is to customers account.

14. In case of any dispute, jurisdiction is Chennai only.

#### 15. Arbitration:

The arbitrator for fulfilling the duties in the arbitration clause of the General conditions to contract shall be the person so appointed by the Chairman and Managing Director, Tamil Nadu Small Industries Development Corporation Limited, Chennai - 32 in his sole discretion.

#### SECTION IV

#### **Special Terms and Conditions**

- 1. The AMC on UPS shall be valid initially a period of one year only from the date of award the contract. The contract could be renewed maximum two years only in writing on yearly basis on the same rate. Either party can terminate the contract once awarded, after giving two months' notice to the other party. Nevertheless, URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS) may terminate the contract of the contractor without any notice in case of breach of contract. URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS)'s decision that a breach has occurred will be final and shall be accepted without demur by the contract.
- 2. The contractor shall be responsible to maintain the UPS in good working conditions. In case of any damage, contractor shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor himself.
- On termination of the agreement, the contractor will hand over all the equipment's as supplied by the URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS) in good working condition back to URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS).
- 4. If any breakdown, it should be attended within 24 hours from the time of complained. The contractor has to attend the problem even during holidays / late hours / Sundays for which no additional payment will be paid.
- 5. The payment shall be released on quarterly basis after satisfactory completion of the job and produced service / preventive maintenance report duly signed by the URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS) authorities along with bill. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.
- 6. The contractor shall be responsible to renewal of licence to work lift from office of the Electrical Inspectorate, Chennai, Tamilnadu.
- 7. Firm shall issue identity card (ID) card to their workforce whenever they enter the premises for service / maintenance work.
- The contractor should at least once in a month checkup the UPS installations clean, oil / lubrication and adjust all those parts where such services are necessary.
- 10. The service persons should be skilled and well experienced in similar kind of UPS to service.

- 11.URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS) will provide required materials for repairing hoist way lights and switches and it has to be repaired / replaced by the AMC contractor.
- 12. The contractor should use only genuine spare parts with same specifications.
- 13. The machines are normally required to be repaired on site. In exceptional cases when the machine cannot be repaired in the office premises and is required to be taken to the workshop, the authority will not make any payment towards cartage and the expense for the to and fro transportation of the machines shall be borne by your firm.
- 14. The contractor shall be responsible to coordinate and liaison with local authorities.
- 15.Any accident or damage during maintenance / operation will be the responsibility of the contractor and the URBAN ADMINSTRATIVE BUILDING SOCIETY (UABS) will not entertain any claim, compensation, penalty. Etc., on this account or on account of non-observation of any other requirement of law relevant to his work.
- 16. The agency will provide the workers with necessary testing and safety equipments and also follow all the safety measures strictly.
- 17. The service person should be displayed caution board in all the floors during service / maintenance period
- 18. The conditions are not limited to, and will extents to then and there to attain the satisfactory completion of the task.
- 19. In case of any dispute the disputes will be settled in, Chennai jurisdiction only.

#### Member Secretary,

Urban Administrative Building Society (UABS), MRC Nagar, RA Puram, Chennai 600 028

#### Signature of Tenderer:

Name of the Authorized Signatory:

#### Name and Address of the Company/Firm:

#### Seal of the Company/Firm:

Contact No.:

### SECTION V

#### **TENDER OFFER**

То

The Member Secretary Urban Administrative Building Society Chennai – 600 028.

Sir,

We M/s. \_\_\_\_\_Company do hereby tender and, if this tender be accepted, undertake to execute the following work "Comprehensive Annual Maintenance Contract for UPS (1no. of 150 KVA & 7 no. of 5 KVA)" installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28 the said work and method of payment as provided for in the conditions of contract for the sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_Only) including GST @ 18%.

We have also completed the prices of items in Schedule 'A' annexed (in words and figures) for which we agree to execute the work and receive payment on measured quantities as per the general and Special condition of Contract".

We hereby distinctly and expressly declare and acknowledge that before the submission of our tender We have carefully followed the Instruction in the tender notice and that We have made such examination of the contract document and of the plans, specification and quantities, and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished to enable us to thoroughly understand the intension of and the requirement, covenants agreements, stipulation and restrictions contained in the contract and in the said plans and specification and condition and agree that We will not hereafter make any claim or demand upon the UABS , based upon or arising out of any alleged misunderstanding or misconception or mistake on

our part of the said requirement, covenants, agreement stipulations, restrictions and condition. If a contract for works is placed on a tenderer with higher rates in preference to the lowest acceptable offer, in consideration of offer of earlier performance of works, the contractor will be liable to pay the UABS, the difference between the contract amount and that of the lowest acceptable offer in case of failure to perform the work specified in the tender and incorporated in the contract.

We being reputed contractor in Electrical enclose the latest Income Tax verification/have already produce Income Tax verification certificate (here particulars of the previous occasion on which the certificate was produced should be given). The local address of the Contractor/s for services of all letters and notices will be as follows. Address: We enclose G.S.T. clearance Certificate obtained from Commercial Taxes Department.

We enclose sum of **Rs.\_\_\_\_\_** (Rupees\_\_\_\_\_ Only) as earnest money which will not bear interest in the form of drawn/endorsed/pledged in favour of Member Secretary, UABS

If our tender is not accepted this EMD sum shall be returned to us on our application when intimation is sent to us of rejection or at the expiry of 3 months from the last date for receipt of this tender whichever is earlier. If our tender is accepted the earnest money shall be retained by the UABS as security for the fulfillment of the contract. If upon written intimation to us by the Superintending, UABS office We fail to attend the said office before the end of the period specified on such intimation, the tender will not to be considered and if on intimation being given to us by the Member Secretary of UABS, regarding acceptance of our tender We fail to make the additional security deposit and furnish the Bank Guarantee and to enter into the required agreement as pe the tender notice, then We agree to the forfeiture of the earnest money. If any notice is served on us delivered to us (Registered or Ordinary) or left at our address given herein, such notice sent by person/post/Fax will be deemed to have been served on us.

We fully understand that on receipt of communication of acceptance of tender from the accepting Authority, there emerges a valid contract between us and UABS. We fully understand that the written agreement to be entered into between us and UABS shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by us and then by the Member secretary of UABS to enter into contract on behalf of UABS.

# In consideration of the payment of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_\_Only) including GST @ 18%

We agree that the time should be considered as the essence of this contract and to commence the works as soon as the contract is accepted by the competent authority and the site (or premises) is handed over to us and to carry out the work for the stipulated period of one year from the date of handing over of the site.

We agree that upon the terms and condition of this contract being fulfilled and performed to the satisfaction of the member secretary of UABS the security deposited by us as herein before cited or such portion thereof as We may be entitled to under the said condition be paid back to us as and the performance Bank Guarantee returned as provided for.

The Courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this contract.

## **B.** Financial Bid:

The financial bid will be opened only of those bidders who will qualify the technical bid.

## Annexure – II

## (To be kept separately in sealed Envelope super scribing" Financial Bid")

Name of work: **"Comprehensive Annual Maintenance Contract for UPS ( 1no. of 150 KVA & 7 no. of 5 KVA)"** installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28

S.No	Description	Qty.	Rate (`)	
			(Per Annum) in Rs.	
1.	Annual comprehensive maintenance contract for following UPSwhich include routine preventative break down maintenance for one year including repair, replacement of worn out items which minimum down time warranty & guarantee of repaired / replaced items including labour charges, material charges, transportation and if any. UPS : 150 KVA capacity UPS : 5 KVA	1 7		
	Grand			
Total	Total Amount in words: Rupees			

# Note: Any mistake, overwriting etc. in mentioning the price should be signed & sealed otherwise will result into cancellation of bid.

Date :

Full signature of the Contractor with Seal

#### AGREEMENT NO:

#### ARTICLES OF AGREEMENT

Articles of Agreement made this day \_\_\_\_\_

between the \_\_\_\_\_\_\_\_ (herein after called the first party) of the one \_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_ (herein after called the Contractor which expression shall where the context so admits includes his heirs, executors, administrators and legal representatives) of the other part WHEREAS the UABS are desirous for the work of "Comprehensive Annual Maintenance Contract for UPS ( 1no. of 150 KVA & 7 no. of 5 KVA)" installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28 ,for the period \_\_\_\_\_ to \_\_\_\_\_" and have caused an estimate of probable quantities contained in Schedule A describing the work as per the tender document to be done. ( The tender document is a part of this agreement)