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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 26547615 / 7616 Fax: 022 26547626 / 7627

CIN- U65991MH1993GOI072051

**TECHNICAL BID**

**Name of work:**

**Structural Repairing, External Plastering work, Plumbing works and External Painting work at the Resident Premises of Specified Undertaking of Unit Trust Of India at Bandra Reclamation, Building No 16, Mumbai**

Estimated Cost	:	Rs. 29.39,800.00 Plus GST
Pre Bid Meeting	:	On 10/02/2020 at 11.00 AM, UTIITSL, UTI Tower, "Gn" Block BKC, Bandra East, Mumbai –400 051
Last date of submission of e-Tender	:	By 03.00 p.m. on 18/02/2020
Date of opening of the e-Tender (Technical Bid)	:	at 03.30 p.m. on 18/02/2020
Venue of the submission of Envelope I and II	:	The Deputy Vice President, UTI Infrastructure Technology And Services Ltd. UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051
Validity of Tender from the date of opening	:	180 days or till the completion of work
Time of commencement from the	:	7 days from the date of work order
Stipulated period of Completion	:	Within 45 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 Co within 5 days from the date of work order & Fire Policy for the period of one year from the date of completion of the Works  ii) Indemnity regarding Central Excise Payments Plus Agreement within 7 days from the Date of work order.
Earnest Money Deposit	:	Rs.60,000.00 (Rupees Sixty Thousand only) in the form of DD in favour of "UTI Infrastructure Technology And Services Limited" Payable at Mumbai

Contractor's Signature

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# UTI Infrastructure Technology And Services Ltd.

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## TENDER NOTICE

1. On Behalf Of our Client, Specified Undertaking of the Unit Trust Of India, We, UTI Infrastructure Technology And Services Limited, invites e-Tenders in two bid system for the work of Structural Repairing, External Plastering works plumbing work and External painting works as per the enclosed schedule of quantities, specification, list of materials and as per the terms and conditions stipulated herein.
2. For any information on the tender documents you may contact Mr. S. Sangaiah, Assistant Vice President / Ms Sumitra Prabhu, Deputy Vice President, UTI Infrastructure Technology And Services Ltd, Ground Floor, Gn Block, Bandra Kurla Complex, Bandra (East) Mumbai – 400051 during normal office working hours on the contact numbers 022-26547615 / 16.
3. In case of any clarification, intending TENDERER may contact, Mr. S. Sangaiah, Assistant Vice President / Ms Sumitra Prabhu, Deputy Vice President, **UTI Infrastructure Technology And Services Limited, UTI Tower, Gn Block, Bandra Kurla Complex, Bandra East, Mumbai 400051.** On e-mail ID [sangaiah.chettiar@utiitsl.com](mailto:sangaiah.chettiar@utiitsl.com) or [sumitra.prabhu@utiitsl.com](mailto:sumitra.prabhu@utiitsl.com). No verbal communication will be entertained
4. The rate quoted should be inclusive of the cost of materials, labour, transportation and other taxes. But excluding the GST on works contract and shall remain valid for the period till the completion of the work.
5. Tenders will be opened at the stipulated time as mentioned on Page no. 1.
6. **All the documents related to Technical bid to be Notarized, Shall be uploaded in portal. Technical Bid duly notarized and EMD in the form of original Demand Draft or Pay order or MSME/NSIC Certificate shall be submitted in physical form etc. in connection of Earnest Money Deposit (EMD).Those who are submitting MSME / NSIC certificate, rules of MSME / NSIC is applicable.**
7. **For successful bidder who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the of contract value for the period of one year have to be submitted within 7 days from the date of work order**  
**The successful bidder also has to submit Performance Bank Guarantee of 5 % of the Estimated value for the period of One Year within 7 days from the date of the work order..**

**For and on behalf of UTI Infrastructure Technology And Services Limited**

Contractor's Signature

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### ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

On Behalf Our client (SUUTI) , We (UTIITSL ),intends to invite e-Tender (Two Bid system) for “e-tenders in two bid system for the work of Structural Repairing , External Plastering , plumbing work and External painting works “through on-line e-Tendering System portal <http://www.tenderwizard.com/UTIITSL>.

**The Eligibility Criteria are as detailed below:-**

- 1) The Company / TENDERER should have the Minimum Experience of 7 Years.
- 2) Joint Venture will not be accepted.

Estimated cost (in Rs.)	Completion period in month	Average annual Turn-over during last 3(Three) financial years ( in lakh) 2016-2017 2017-2018 and 2018-2019	Qualifying value of similar work completed during last 7 (Seven) years.
Rs.29,39,800/- Plus GST	45 days (1 <sup>1/2</sup> months)	Rs.8,81,000.00 Lakh	1. <b>Three similar**</b> completed works costing not less than the amount equal to <b>Rs.12.00</b> Lakhs  <b>OR</b> <b>Two similar</b> completed works costing not less than the amount equal to <b>Rs.15.00</b> Lakh  <b>OR</b> <b>One similar</b> completed works costing not less than the amount equal to <b>Rs.24.00</b> Lakh  <b>Completion certificate</b> should be from State Government/Central Government/Financial Institutions/Public Sectors undertaking/ LIC/ BANKS or reputed Multinational Company

**\*\* Similar Nature of work means Structural Repairing, External Plastering works and plumbing work and External painting works for Office Buildings, Shopping Complex, Commercial Building etc.**

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The contractors should have completed similar works in State Government/Central Government/Financial Institutions/Public Sectors undertaking / LIC / BANKS or reputed Multinational Company i.e Similar type of work of Structural Repairing, External Plastering works and plumbing work and External painting works.

The Tenderer should submit work order and work completion certificate obtained for the completed work during last 7 years duly **NOTORISED**. In case the documents are not notorised the tender shall be rejected.

#### **UNDERTAKING FROM TENDERER**

- 1.** The TENDERER shall not fill the tender/s if embroiled in any kind of litigation, either instituted by or against the TENDERER, with any Government Department / Agency, Reserve Bank of India, Nationalized Bank, or any Public Sector Unit or Company or Body, in relation to the contract of Structural Repairing, External Plastering works and plumbing work and External painting works..
- 2.** The TENDERER shall not fill the tender/s if they have been disqualified at any point of time by any Government Department / Agency, Reserve Bank of India, Nationalized Bank or any Public Sector Unit or Company or Body.
- 3.** The TENDERER shall sign an undertaking to the effect that they neither have been involved in any litigation nor have been disqualified as stated above.
- 4.** The bid shall stand rejected without assigning any reason whatsoever, if the documents are found false / fake or fabricated or on account of any misrepresentation of facts. If at a later stage, the documents submitted are found false or fake, the Contract shall stand terminated and the performance Bank Guarantee amount shall stand forfeited. Also, the Contractor shall be liable for prosecution in accordance with law for breach of trust and / or for violation of the terms of the tender/contract.
- 5.** The contractor should submit the AFFIDAVIT as per the format given below on page no. 18.If the Affidavit is not submitted, the tender will be rejected.

Only contractors who have completed similar nature of Works and fulfilling above criteria shall participate in the e-tendering process.

The Tender Documents shall consist of (1) Envelope No. 1- EMD along with Affidavit, (2) Envelope No. 2 Technical related document with Annexures- Prequalification & (3) Envelope No. 3 **consisting of Envelope 1 and envelope 2.**

Contractor's Signature

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The tenderer shall go through all the BIDs and quote their offer in Financial Bid. All the Technical documents (duly notarised) shall be uploaded in portal. If it is found that there are discrepancies in documents submitted online and submitted in physical form, the tender will be rejected. Technical Bid in Envelope No. 2 will not be opened if the EMD is not submitted / not in order.

**All documents uploaded on the portal as technical bid shall be submitted in physical form duly notarised also alongwith original Demand Draft/Pay Order/ etc. in connection of EMD.**

**Envelope No. 1 (EMD along with Affidavit) and Envelope No. 2 (Technical Bid) should be put in Envelope No. 3 and the same should be submitted to UTI Infrastructure Technology And Services Limited, UTI Tower, Ground Floor, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051 superscribing the name of work.**

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

The UTIITSL has the rights to accept or reject any Tender without assigning any reason. The Technical Bid should be submitted strictly in the format as mentioned along with the supporting documents.

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

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

The Tenderer should ensure that the tender should be delivered at the given address within prescribed date and time as mentioned in the tender cover page.

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

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

The technical Bid supporting document and other document should be notarized.

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### **Procedure of Tender opening**

- a) After opening the first part of the tenders i.e. the Technical bid, UTIITSL would carry out the evaluation of the tenders received in response to the tender.
- b) The tenderers who are not qualified in the Technical bid would be summarily rejected.
- c) The financial bids for only those tenderers, who qualify in the pre-qualification, would be opened **by a Committee, constituted by** UTI ITSL. The date for opening of the financial bid will be intimated to the TENDERER at the address given by them through speed post or email only.

The UTI Infrastructure Technology And Services Ltd. reserves the right not open Technical bid of Tender or any / all the Applicants at its sole discretion without assigning any reason whatsoever.

**Note:** If the submitted documents filled by the tenderer are found false/ forged or fabricated during verification process and/or after opening of price bid, not only earnest money deposit (EMD) will be forfeited in totally but also they will be debarred by UTI Infrastructure Technology And Services Limited from participating in tendering **for a period of 3 years** and such information will also be shared with other organisations.

**FINANCIAL BID** consisting of documents and schedule of quantities. The **rate / item** rate in figure shall be quoted in the Price Bid to be uploaded on portal only. No other document, conditions shall be uploaded along with documents of FINANCIAL BID.

- The UTI Infrastructure Technology And Services Ltd. reserve the right not open Financial bid of Tenderer or any/ all the Applicants at its sole discretion without assigning any reason whatsoever.
- In case the due date for submission / opening of the tender is declared as a public holiday, the time limit will be automatically extended to the next working day at the same time unless otherwise specified.
- 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 the UTIITSL may be contacted to make the arrangements.
- The rate quoted should be inclusive of the cost of materials, labour, transportation and other taxes but **excluding GST**. The contractor should submit the invoice showing taxes under GST Law separately on the invoice. The amount of GST shown on the invoice will be released only after GST credit is received by UTIITSL in Electronic Ledger maintained on the GSTN Portal.

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### E-TENDERING PROGRAMME

Online bids are hereby invited for the works mentioned below through online e-Tendering System Portal <http://www.tenderwizard.com/UTIITSL> from the intended contractors.

S.No.	Name of Work	Estimated Cost	Earnest Money Deposit (EMD)
1.	Structural Repairing, external plaster work Plumbing work and external painting work	Rs.29,39,800.00 Lakh Plus GST	Rs.60,000.00

1. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://www.tenderwizard.com/UTIITSL> is a prerequisite for e-Tendering.

#### 2. KEY DATES :-

1	Downloading of Tenders Documents	From : 06.02 2020- 10.00 Hrs on : 18.02.2020 Up to 12.00 noon
2	Submission of Tenders Documents	From : 06.02.2020 - 10.00 Hrs on : 04.02.2020 Up to 15.00
3	Pre Bid meeting **	On : 10.02.2020 at 11.00 AM at UTI Infrastructure Technology And Services Limited at Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400051
4	Submission of Original Technical Bid Demand Draft/Pay Order/Banker's Cheque towards EMD & Uploading of Tender Documents.	Up to 18.02.2029 by 15.00 Hrs at UTI Infrastructure Technology And Services Limited at Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400051
5	EMD	Up to 18.02.2029 by 15.00 Hrs at UTI Infrastructure Technology And Services Limited at Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400051
6	Opening of EMD bid (Envelope-I)	On 18.02.2020 at 15.30 at Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai

Contractor's Signature

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		400 051
7	Opening of Technical Bid(Envelope-II)	On 18.02.2020 at 15.30at Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051
8	Envelope III (Consisting of Envelope 1 and Envelope II)	
9	Opening of Financial Bid to be uploaded on portal only	Will be decided later on.

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned Helpdesk details.

<b>Office Address :</b> Antares Systems Limited E-Tender helpdesk #24, Sudha Complex 03rd Stage, 04th Block Basaveshwaranagara Bangalore – 560079	<b>Help Desk Contact Details:</b> Tel: 080-40482000/121/133/140 Mobile: 9686115304/9686115323 E-mail: lokesh.hr@antaressystems.com raghuprashanth@antaressystems.com
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**NOTE: The date of opening of Financial Bid shall be intimated later date to contractors, who stands qualified in the Technical Bid.**

**\*\*The venue of the Pre-Bid meeting :**

UTI Infrastructure Technology And Services Limited  
Ground Floor, UTI Tower,  
'Gn' Block, Bandra Kurla Complex,  
Bandra East, Mumbai 400051

**Phone. 022-26547615 / 26547616**

**E-mail: [sangaiah.chettiar@utiitsl.com](mailto:sangaiah.chettiar@utiitsl.com) / [sumitra.prabhu@utiitsl.com](mailto:sumitra.prabhu@utiitsl.com)**

Contractor's Signature

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## INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

**NOTE:** Tenderer should note that non-compliance of the following instructions will render the tender liable for rejection.

1. **Address to which the Envelope 1 and Envelope 2** is to be submitted physically by the tenderer in a sealed envelope marked Envelope 1:

Envelope No. 1 Marked as a (EMD) and Envelope No. 2 marked as a (Technical Bid) should be put in Envelope No. 3 superscribing the name of work of "Structural Repairing, external plaster work Plumbing work and external painting work at the Resident Premises of Specified Undertaking of the Unit Trust Of India, Building no. 16, Bandra Reclamation, Mumbai" and submit the same to our office on the following address :

**The Deputy Vice President, UTI Infrastructure Technology And Services Limited  
UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051**

2. **Last date for receipt of tenders:** As per e-tendering programme.
3. Tenderer should ensure that the tender is received before the due date and time specified in thee-tendering programme of online tender.
4. Tenderer should fill in all the relevant information in prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.
5. The schedule of Quantities should be filled in as per the format given in the online e-Tender.
6. **No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.**
7. Proforma for Articles of Agreement should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the proforma of Articles of Agreement.
8. Earnest Money accompanying the tender will be accepted only in the form of Demand Draft/Pay Order/Banker's Cheque of any Nationalized Bank/Approved Scheduled Bank drawn in favour of "**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED**" payable at "**Mumbai**" Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the UTI ITSL. Contractors who are registered with MSME/ NSIC may submit copy of their certificate for exemption of EMD.
9. **For successful TENDERER who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the estimated value have to be submitted within 7 days from the date of work order.**

Contractor's Signature

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- 10. The successful TENDERER also have to be submit performance Guarantee of 5 % of the estimated value for the period of One Year within 7 days from the date of work order.**

Contractor's Signature

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## INFORMATION & INSTRUCTIONS TO THE TENDERERS FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS)

### General

The Special Instructions (for e-Tendering) supplement 'General Instruction for the TENDERERS', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, UTIITSL has decided to use the portal:

<https://www.tenderwizard.com/UTIITSL> through Antares systems Ltd, This portal is based on the software from Electronic Tender<sup>®</sup>. A portal built using Electronic Tender's software is also referred to as **Tenderwizard**.

Benefits to Suppliers are outlined on the Home-page of the portal.

### Instructions

#### **Broad Outline of Activities from TENDERER's Perspective:**

1. Procure a Digital Signing Certificate (DSC) – Class 3 Mandatory
2. Register on Electronic Tendering System<sup>®</sup> (ETS) - Tenderwizard
3. View Notice Inviting Tender (NIT) on ETS
4. Download Official Copy of Tender Documents from ETS.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

5. Bid-Submission on ETS
6. Attend Public Online Tender Opening Event (TOE) on ETS  
– Opening of Technical Bid-Part
7. Attend Public Online Tender Opening Event (TOE) on ETS  
– Opening of relevant part (ie Financial-Part)  
(Only for Technical Responsive TENDERERS)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Tenderwizard.

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## Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3 issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration:

**To use the Tenderwizard portal:** <https://www.tenderwizard.com/UTIITSL>

Vendors/Tenderers need to register on the portal tenderwizard. Registration of each organization is to be done separately for the e-tendering activities. For further details, please visit the website/portal, and click on the 'Register Me' (on the Home Page), and follow further instructions as given in the help manuals on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact Antares Systems Ltd/ Tenderwizard Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** If any problems occurs during the use of Tenderwizard (including the Registration process), it is recommended that the user should read or follow the instructions given in the help manual which is uploaded in our Home Page, The instructions relating to 'Essential Computer Security Settings for Use of Tenderwizard' manuals has been uploaded in our portal.

Tenderwizard Helpdesk	
Telephone/ Mobile	Customer Support: 080-40482121/126/080-40482000 (From 9 AM to 6 PM Monday to Saturday except on Govt. Holidays) Mr. Anand Tiwari Emergency Mobile Numbers: 9930874891
E-mail ID	<a href="mailto:utiitsletenders@gmail.com">utiitsletenders@gmail.com</a> , <a href="mailto:anand.pt@antaressystems.com">anand.pt@antaressystems.com</a> [Please mark CC: <a href="mailto:raghuprashanth@etenderwizard.com">raghuprashanth@etenderwizard.com</a>

UTIITSL Contact Person	(i) Mr. Sangaiah Chettiar, AVP, Ms. Sumitra Prabhu, DVP, TelephoneNo:022-26547615 / 16 and Email.id: <a href="mailto:sangaiah.chettiar@utiitsl.com">sangaiah.chettiar@utiitsl.com</a> , <a href="mailto:sumitra.prabhu@utiitsl.com">sumitra.prabhu@utiitsl.com</a> ,
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Contractor's Signature

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**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online only i.e [www.tenderwizard.com/UTIITSL](http://www.tenderwizard.com/UTIITSL)

**Other Instructions:**


**Website:** <https://www.tenderwizard.com/UTIITSL>

<b>Web Registration</b>	<ol style="list-style-type: none"> <li>1. Type website address <a href="https://www.tenderwizard.com/UTIITSL">https://www.tenderwizard.com/UTIITSL</a> under browser URL.</li> <li>2. Click "Register Me", provide all the details with Class III Digital Signature updating.</li> <li>3. Get the User id and password.</li> </ol>
<b>Tender Free View (Only Open Tenders)</b>	<p><u>To download the tender notifications and documents from website, follow the steps given below:</u></p> <ol style="list-style-type: none"> <li>a) Click "<b>Tender Free View</b>" under "<b>Go to Tender</b>" link on the home page.</li> <li>b) Provide all or any one of the options like "Department", "Tender Number", "Region", "Estimated Cost", "Tender Request Dates (From and To)", "Tender Submission date" or "any key words from Tender Description"</li> <li>c) Click "<b>Submit</b>" to view the results. A list of tenders shall appear on the screen.</li> <li>d) Click  to view the cost free documents.</li> <li>e) Click  to print the detailed tender notice.</li> <li>f) Click  to print the tender notice.</li> </ol>
<b>Login</b>	<ol style="list-style-type: none"> <li>g) Open any Browser (Microsoft Internet Explorer or Mozilla Firefox).</li> <li>h) Type website addresses <a href="https://www.tenderwizard.com/UTIITSL">https://www.tenderwizard.com/UTIITSL</a> in the address bar, to access the Login Page.</li> </ol>
<b>Participation</b>	<ol style="list-style-type: none"> <li>i) Vendor should have User id, Password and Class III digital signature to participate in the tender online.</li> <li>j) Enter the website using user id, password and digital signature.</li> <li>k) Click "<b>UnApplied</b>" (if open tenders) to view / apply for new tenders.</li> <li>l) Click "<b>In Progress</b>" (if limited tenders).</li> </ol>
<b>To Upload / Attach the Additional Documents</b>	<ol style="list-style-type: none"> <li>1. To attach the additional documents to any tender click "<b>Document Library</b>" and upload the same.</li> <li>2. Attach the required documents to the concerned tenders from document library section to</li> </ol>

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	the tender document screen. ( <b>More explanations can find in “detailed helpManual”</b> ).
<b>Download Documents</b>	<p>3. Click  <b>“Edit Attachment”</b> to view the tender documents which are received by the user.</p> <p>4. Tender document screen appears.</p> <p>5. Click <b>“Download (empty Document)”</b> to download the documents.</p>
<b>Upload Files – Technical Sheet/Price or Commercial Sheet/ EMD/Mandatory Documents</b>	<p>6. Click <b>“Attach”</b> to attach all the documents which are already saved in the uploaded in Document Library. This is the important and first step to be performed to avoid disqualification.</p> <p>7. Click <b>“Update EMD Details”</b> to feed the EMD details and upload the scanned EMD.</p> <p>8. When the user finishes with the filling and uploading of scanned BG/DD, the <b>“Red Color”</b> will automatically turn to <b>“Black Color”</b> which reflects that the user is two steps ahead for the submission.</p> <p>9. Click <b>“Download (empty Document)”</b> to download the Technical/Price Sheet and fill the same without changing the <b>“File Name”</b> and save on to the computer.</p> <p>10. Click <b>“Upload (Filled Document)”</b>, select the filled file which was already filled and saved in the same name. Click <b>“click here to digitally sign and upload”</b> to upload the filled Technical/Price Sheet to the tender.</p> <p>11. Note that when the user uploads the filled Technical/Price Sheet, the <b>“Red Color”</b> will automatically turn to <b>“BlackColor”</b> which reflects that user is ready for the final submission.</p> <p>12. Provide all the mandatory documents required for the tender.</p>
To Submit the Tender	<p>13. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender.</p> <p>14. Note down / take a print of Acknowledgement copy once it displayed on the screen</p>
To Participate for the Opening	<p>15. Tender opening event can be viewed online.</p> <p>16. Competitors bid sheets are available in the website for all the participated TENDERERS.</p>
E-Tender Support Help Line	<p>Customer Support: 080-40482121/126/080-40482000 (From 9 AM to 6 PM Monday to Saturday except on Govt.Holidays) Emergency Mobile Numbers: 7011974208</p>

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	Email ID: <a href="mailto:utiitsletenders@gmail.com">utiitsletenders@gmail.com</a> , chandrprakash.t@antaressystems.com [Please mark CC: raghuprashanth@etenderwizard.com
UTIITSL Contact Person	Mr. S. Sangaiah / Ms. Sumitra Prabhu(UTIITSL officials, Telephone No: 022-26547615 / 26547616, email.id: <a href="mailto:sangaiah.chettiar@utiitsl.com">sangaiah.chettiar@utiitsl.com</a> / sumitra.prabhu@utiitsl.com

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/UTIITSL> adopted by “UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES”, Mumbai as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- **Registration of the Contractors/TENDERERS:** All the Contractors intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/UTIITSL>

After successful Registration on above mentioned portal, contractor will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/TENDERERS can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/UTIITSL>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the TENDERER on online Portal. The Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):
- The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital

Contractor's Signature

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- Signature Certificate (DSC), In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- TENDERERs participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/UTIITSL>
- Refund of Earnest Money Deposit to the unsuccessful TENDERERs after award of work to L1 TENDERER.
- If the tenders are cancelled or recalled on any grounds, the tender processing fees will not be refunded to the agency.
- The Eligible TENDERERs can download the Tender Document online from above e-Tendering Portal <http://www.tenderwizard.com/UTIITSL> before the Tender closing date & time mentioned in the e-Tender floated.

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### INSTRUCTIONS FOR FILLING AND SUBMISSION OF PRE-QUALIFICATION BID

The Enrolment Form shall be completely filled in all respect along with these instructions for filling and uploading of Enrolment Form.

1. TENDERER to note that all particulars required as per the form shall be filled in completely as per the format.
2. The forms not submitted strictly/Complete as per the above instructions within stipulated period are liable to be rejected
3. The Pre-qualifying Bid of the eligible agencies, which fulfil the selection criteria, shall be evaluated. Please note that no enquiries or correspondence regarding the selection for issue of tenders shall be entertained.
5. Filled in integrity pact should be uploaded along with Bid-II
6. The Contractors/Tenderers are advised to follow the instructions given below:
  - (a) Enrolment Form shall be filled online in the e-tendering portal in capital letters..
  - (b) Full address of the site of work, owner or authority under whom the works have been carried out should be given
  - (c) The Tenderer should ensure to submit the satisfactory Completion Certificate giving the value of work, year of completion and it should also tally with the value of final bill.
  - (d) The annual turnover should be based on latest Income Tax Clearance Certificate duly cleared by Income Tax Department or audited balance sheet, copy of which should be enclosed.
8. **All the documents uploaded are to be self attested by the authorized signatory.**
9. Please note that the submission of Pre-qualification BID does not confer any right to claim for selection for further tendering process.
10. UTIITSL reserves the right to reject the Prequalification BID of the applicant without assigning any reason whatsoever.

Encl: Enrolment Form with Declaration and Integrity Pact

**For UTIITSL**

Contractor's Signature

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## AFFIDAVIT

I/we, \_\_\_\_\_, an Adult, Indian Inhabitant, residing at \_\_\_\_\_,  
do hereby state as under:

1. I / we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct to the best of my/our own knowledge.
2. The undersigned also hereby certified that neither our firm M/s \_\_\_\_\_ have abandoned any work under Government of India/Agency, Reserve Bank of India, Nationalized Bank, or any Public Sector Unit or body nor any contract awarded to us for such works have been rescinded
3. The undersigned hereby authorize(s) any request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned binds himself with all stipulations of the Bidding Documents including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the project, as desired by the UTIITSL.
5. The undersigned are not and has never been debarred/ blacklisted for contract work by Government of India or any other Agency of Government of India or any of the State Government, Reserve Bank of India, Nationalized Bank, or any Public Sector Unit or body at any stage.
6. The undersigned has never been convicted by any court of law for any of the offences under any Indian / Foreign laws.
7. The undersigned certifies that our firm has not been embroiled in any kind of litigation, either instituted by or against the TENDERER, with any Government Department / Agency, Reserve Bank of India, Nationalized Bank, or any Public Sector Unit or Company or body, in relation to the contract of Structural Repairing, External Plastering works and plumbing work and External painting works..

Contractor's Signature

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\_\_\_\_\_ (Signed by an Authorized Officer of the Firm)

Title of Office \_\_\_\_\_ Name of Firm \_\_\_\_\_

DATE: \_\_\_\_\_ (\* to be executed on a non-judicial stamp paper)

Witness:

Contractor's Signature

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### FORM FOR ENROLMENT OF CONTRACTORS/TENDERER

Please note that all documents required to be submitted along with filled in Enrolment form are to be self-attested by the authorized person of the applicant with an undertaking that full responsibility is taken by him/her on behalf the applicant for veracity of submitted documents.

I/We.....am/are desirous of being enrolled on the list of Contractor for the **“Structural Repairing, External Plastering works and plumbing work and External painting works”** and hereby apply for the enlistment. I/We give the following details for your consideration:

N o	Particulars	Detailed Description
1	Full Name of the Firm	
2	Permanent Office Address with Pin Code	
3	Registration Details of the company	
	PAN No.	
	GST No.	
4	Contact Details	
	Tel.No.	
	Fax No.	
	Mobile No.	
	Email id	
5	What is the nature and constitution of firm viz. Sole Proprietor, Partnership, Private Limited, Public Limited etc.	
6	Year of Establishment	
7	Particulars of Sister concerns	
8	Annual turnover for last three	Year                      Rs. In Lakh

Contractor's Signature

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	years (Enclosed documentary proof of audited Balance Sheet and Profit and Loss Account	1		
		2		
		3		
		4		
9	Sales Tax Clearance Certificate			
10	List of Immovable Properties with complete postal addresses, full description and reasonable market value of property			
11	Particulars of Movable properties alongwith Banker's reference			
	Value of Tools and plants	Rs.		
	Other Assets	Rs.		
	Total	Rs.		
12	Particulars of Tools and Plants (Enclose List)			
13	Name of the States where you would be willing to take the works. If you can take up work on all India basis then write all India.			
14	Names of the organisations you are empanelled with. Please mention the amount upto which you are empanelled and the type of work for which you are empanelled. A certificate from these organisations must be attached.			

Contractor's Signature

Seal

<p>1 5</p>	<p>Names of five prestigious projects executed in preceding 5 years with contract value and if completed in time. (Mention here the works executed by you for Govt. / Semi-Govt / PSU / Banks / Financial institutions only)</p>	<p>Name of the project: _____          _____          _____          _____          _____</p> <p>If completed in time: Yes/No.          Name of the client. _____          _____          _____          _____</p>
		<p>Name of the project: _____          _____          _____          _____</p> <p>If completed in time: Yes/No.          Name of the client. _____          _____          _____          _____</p>
		<p>Name of the project: _____          _____          _____          _____</p> <p>If completed in time: Yes/No.          Name of the client. _____          _____          _____          _____</p>

Contractor's Signature

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		<p>Name of the project: _____</p> <p>_____</p> <p>_____.</p> <p>If completed in time: Yes/No.</p> <p>Name of the client. _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
		<p>Name of the project: _____</p> <p>_____</p> <p>_____.</p> <p>If completed in time: Yes/No.</p> <p>Name of the client. _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>The necessary project completion certificate issued by the Employer / Architect must be attached.</p>		
16	<p>Details of on-going projects with their contract value and their completion period. Attach sheets, if necessary.</p>	
17	<p>Name of the key persons in your firm - attach sheet.</p>	
18	<p>Name of the key Technical persons in your firm</p>	
19	<p>Whether Company is currently having any arbitration case. If yes, give brief details.</p>	
20	<p>Have you been blacklisted in last 5 years. If yes, give details.</p>	
21	<p>Any Other valid information you wish to give</p>	

Contractor's Signature

Seal



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I/ We Certify that to the best of my knowledge, the particulars furnished above is true and should it be found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the UTI Infrastructure Technology And Services Ltd. may remove my/our name from the list of contractors and any contract that I/We may be holding at the time may be rescinded.

**SIGNATURE OF THE CONTRACTOR WITH SEAL**

Contractor's Signature

Seal

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### DECLARATION

I/We, \_\_\_\_\_, Son of \_\_\_\_\_, Indian Inhabitant, at present residing at \_\_\_\_\_ do hereby solemnly declare and say as follows:

I/We am a \_\_\_\_\_ of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called "the Contractor/ Tenderer") and I am duly authorised by \_\_\_\_\_ to make this declaration for and on behalf of the Company.

I/We agree to notify the officer accepting this application and registering my/our names on list of contractors/Tenderers of UTI Infrastructure Technology And Services Ltd, of any changes in the foregoing particulars as and when they occur and to verify and confirm.

I/We understand and agree that the appropriate Authority of UTI Infrastructure Technology And Services Limited has the right as he/they may decide, not to issue tender form in any particular case and also to suspend, remove or blacklist my/our name from UTI Infrastructure Technology and Services Ltd list of contractors/tenderers in the event of my/our furnishing false particulars in the enrolment form or submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of appropriate Authority of UTI Infrastructure Technology and Services Ltd shall be final and conclusive.

I/We certify that the particulars furnished in the enrolment forms are true and correct and if it is found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the -UTI Infrastructure Technology and Services Ltd may remove my/our name from the list of contractors/ tenderers and any contract that I/We may be holding at the time may be rescinded.

PLACE:

DATE:

SIGNATURE OF CONTRACTOR/TENDERER

Contractor's Signature

Seal

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## OTHER TERMS AND CONDITIONS

- 1 UTIITSL reserves the right to accept or reject any tender in whole or part and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action
- 2 Tenders shall remain valid for acceptance for a period of 180 days or till the completion of the work from the date of opening the tender. This period may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.

### **1. EARNEST MONEY DEPOSIT (EMD):**

The original instrument (without depositing) submitted as EMD by the unsuccessful tenderers will be returned on receipt of the placing work order on L1 vendor.

The Earnest Money Deposit (Bank Guarantee) of the successful tenderer will be retained and will be refunded after completion of the work.

**For successful TENDERER who has submitted the MSME/ NSIC Certificate, a Bank guarantee of 2% of the estimated value have to be submitted within 7 days from the date of work order.**

**The successful TENDERER also have to be submit performance Guarantee of 5 % of the estimated value for the period of One Year within 7 days from the date of work order**

Earnest Money Deposit will be forfeited, if the contractor/Tenderer:

- a. Revokes the tender or stipulates condition/s.
- b. Refuses /delays to sign and execute the contract after the tender is accepted.
- c. Does not commence the work within the time specified in the work order.
- d. Does not submit the Articles of Agreement, Indemnity for payment of taxes, Contractors all risk Policy and Workmen Compensation Policy within 5 days from the date of the work order.

### **2. REJECTION OF TENDERS:**

The tenders will be liable to be rejected:

1. If the tenderer does not quote for any item/sub-item in the tender.

Contractor's Signature

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2. If the tenderer fails to countersign each and every correction in the rate(s).
3. If the tenderer does not meet the eligibility criteria or is barred from participation.
4. If the tenderer proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever.

### **3. DOCUMENTS TO BE SUBMITTED ON ISSUE OF WORK ORDER**

- 3.1 The tenderer whose tender has been accepted will be issued a Work Order. This "Work Order" will state the "Contract Price" that the Client will pay to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor/Tenderer as prescribed in the Contract.
- 3.2 Within 7 days of receipt of Work Order the successful tenderer will sign the Articles of Agreement and Indemnity for payment of taxes and duties and return the same to the UTIITSL.
- 3.3 Within 7 days after receipt of the Work Order, the successful tenderer shall deliver to the Employer, Contractor's All risk policy and Workmen's compensation policy as stipulated in the Appendix to Conditions of Contract and Tender documents.

### **4. CANCELLATION OF TENDER**

- 4.1 Canvassing in connection with the tender is strictly prohibited. Failure of the successful tenderer to comply with the requirements of Clauses 3.2 and 3.3 shall constitute sufficient grounds for cancellation of the contract and forfeiture of the EMD.
- 4.2 A tenderer who gives false information in the tender document about qualification or who refuses to enter into a contract after notification of contract award shall be debarred from participating in future tenders apart from other actions as per Contract and as per law.

### **5. CORRUPT AND FRAUDULENT PRACTICES**

UTIITSL requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts.

\*\*\*\*

Contractor's Signature

Seal

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## PRE CONTRACT INTEGRITY PACT

**(This has to be filled up by the tenderer and to be submitted in Envelope-II)**

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of .....2019, between, on one hand, the UTI Infrastructure Technology And Services Limited (hereinafter referred to as "UTIITSL") a Government Company U/S 2(45) of the Companies Act, 2013 having CIN No. U65991MH1993GOI072051 and PAN AAACU4411C registered under Companies Act, 1956 having its Registered Office at Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai – 400614 (hereinafter called the "UTIITSL" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ..... represented by Shri..... (hereinafter called the "TENDERER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the UTIITSL proposes to execute the Structural Repairing, External Plastering work, Plumbing works and External Painting work at the Resident Premises of Specified Undertaking of the Unit Trust of India at Building No 16, Bandra Reclamation, Mumbai on behalf of their Client (Specified Undertaking of the Unit Trust of India) and the TENDERER is willing to execute the Structural Repairing, External Plastering work, Plumbing works and External Painting work and WHEREAS the TENDERER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the UTIITSL is performing its function under the \_\_\_\_ Act.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the UTIITSL to execute the furnishing, civil and plumbing work at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the UTIITSL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Contractor's Signature

Seal

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### **Commitments of UTIITSL**

1.1 UTIITSL undertakes that no official of the UTIITSL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the TENDERER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 UTIITSL will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

1.3 All the officials of the UTIITSL will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the UTIITSL with full and verifiable facts and the same is prima facie found to be correct by the UTIITSL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the UTIITSL or its Client and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the UTIITSL or CLIENT the proceedings under the contract would not be stalled.

### **Commitments of TENDERERS**

3. The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the UTIITSL/CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or

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immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the UTIITSL/CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or for bearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3 TENDERERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the UTIITSL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The TENDERER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of Corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the UTIITSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care if any such information is divulged.
- 3.8 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the UTIITSL or the CLIENT, or alternatively, if any relative of an officer of the UTIITSL or CLIENT has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender. The term "relative" for this purpose would be as defined in section 6 of the Companies Act1956.

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3.11 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the UTIITSL or the CLIENT.

#### **4. Previous Transgression**

4.1 The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; TENDERER's exclusion from the tender process.

4.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Deposit):**

5.1 While submitting commercial bid, the TENDERER shall deposit an amount Rs.2,75,000/-) as Earnest Money as applicable/Security Deposit, with the UTIITSL through any of the following instruments:

(i) Demand Draft in favour of UTIITSL.

(ii)

5.2 The Earnest Money Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the UTIITSL or the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful TENDERER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Work Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the UTIITSL or the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the UTIITSL or the CLIENT to the TENDERER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations:**

6.1 Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the UTIITSL or the CLIENT to take all or any one of the following actions, wherever required:-



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- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the UTIITSL or the CLIENT and the UTIITSL/ CLIENT shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
  - (iv) **To recover all sums already paid by the UTIITSL on behalf of the Client, and in the case of TENDERER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the TENDERER from the CLIENT/UTIITSL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.**
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the UTIITSL/CLIENT, along with interest.
  - (vi) To cancel all or any other contracts with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the UTIITSL/ CLIENT resulting from such cancellation/recession and the UTIITSL/CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
  - (vii) To debar the TENDERER from participating in the future bidding processes of UTIITSL/CLIENT for a minimum period of five years which any be further extended at the discretion of the UTIITSL.
  - (viii) To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the UTIITSL on behalf of the Client with the TENDERER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the UTIITSL or the Client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2** The UTIITSL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the TENDERER or any one employed by

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it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**6.3** The decision of the UTIITSL or CLIENT to the effect that a breach of the provisions of this pact has been committed by the TENDERER shall be final and convulsive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes this Pact.

**7. Fall Clause:**

**7.1** The TENDERER undertakes that it has not completed the work at price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the TENDERER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the UTIITSL or CLIENT, if the contract has already been concluded.

**8. Independent Monitors:**

**8.1** The UTIITSL Engineers will monitor the project under the guidance of the Committee formed for the said purpose.

**8.2** The task of the Monitors shall be to review and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the TENDERER /Contractor as confidential.

**8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5** As soon as the Monitor/s notices, or has reason to believe, a violation of this pact, he/they will so inform the Authority designated\*\* by the UTIITSL/CLIENT.

**8.6** The TENDERER(s) accepts that the Monitor/s has the right to access without restriction to all Project documentation of the UTIITSL including that provided by the TENDERER. The TENDERER will also grant the Monitors, upon his / their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor/s shall be under contractual obligation to treat the information and documents of the TENDERER/Subcontractor(s) with confidentiality.

**8.7** The UTIITSL/ CLIENT will provide to the Monitor/s sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor/s the option to participate in such meetings.

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**8.8** The Monitor/s will submit a written report to the designated authority\*\* of UTIITSL /CLIENT/ within 8 to 10 weeks from the date of reference or intimation to him by the UTIITSL/TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this pact or payment of omission, the UTIITSL or its agencies or Client shall be entitled to examine all the documents including the Books of Accounts of the TENDERER. The TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination/inspection.

**10. Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is” Mumbai.

**11. Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

**12 Validity:**

**12.1** The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the UTIITSL/CLIENT and the TENDERER/r, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**12.2** Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at.....on.....

UTIITSL  
Name of the Officer:

TENDERER

Designation  
Deptt./

Witness

Contractor’s Signature

Seal

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(\* Provisions of these clauses would need to be amended/deleted in line with the policy of the UTIITSL in regard to involvement of Indian agents of foreign suppliers.)

(\*\* Please specify the “Name of Authority” in place of “Authority Designated” wherever mentioned in the Agreement)

Contractor’s Signature

Seal