

Client ID	35
Tender No.	1644
Page No.	1/33

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:**

**Tender for Supply, Installation, Modification, Testing and Commissioning of Fire Alarm System and Comprehensive Annual Maintenance Contract (CAMC) Installed at UTI Infrastructure Technology and Services Limited, Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad - 500 001**

<b>Estimated Cost</b>	:	Rs.12.00 Lakh + GST
<b>Pre Bid Meeting</b>	:	17/02/2020 at 11.00
<b>Last date of submission of e-tender</b>	:	03.00 p.m. on 6/3/2020
<b>Date of opening of the Technical Bid</b>	:	03.30 p.m. on 6/3/2020
<b>Venue of the submission of Physical documents (Envelope 1 and II)</b>	:	The Deputy Vice President UTI Infrastructure Technology And Services Ltd. UTI Tower, 'Gn' Block, Bandra Kurla, Complex, Bandra (E), Mumbai – 400 051
<b>Validity of Tender</b>	:	60 days from the date of Financial Bid Opening.
<b>Time of commencement</b>	:	Within 7 days from the date of work order.
<b>Stipulated period of Completion</b>	:	Within 60 days from the date of the work order.
<b>Documents to be provided</b>	:	i) CAR Policy and Workmen Compensation policy during the contract Period from approved Insurance Co within 7 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
<b>Earnest Money Deposit</b>	:	Rs. 24,000 (Rupees Twenty Four Thousand only) in the form Of DD in favour of "UTI Infrastructure Technology And Services Limited" Payable at Mumbai .

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	2/33

**UTI Infrastructure Technology And Services Ltd.**

**INDEX**

<b>S.No.</b>	<b>Details</b>	<b>Page Nos.</b>
1.	Tender Notice	3
2.	Eligibility Criteria for pre-qualification	4 -8
3.	E-tendering programme	9 – 10
4.	Instructions in regard to submission of tenders	11
5.	Information and instructions to the bidders for using online Electronic Tendering System (eTS)	12 – 16
6.	Instructions for filling and submission of Pre-qualification Bid	17
7.	Affidavit	18
8.	Form for Enrolment of contractors	19 – 22
9.	Declaration	23
10.	Other Terms and conditions	24 – 25
11.	Pre-contract Integrity Pact	26 – 34

**Important information to be noted by the bidders:**

The complete Tender/Bidding document is available for view/download on UTIITSL website [www.utiitsl.com](http://www.utiitsl.com) as well as on <https://tenderwizard.com/UTIITSL>.

Further replies to pre-bid queries, all updates, Corrigendum, Addendum, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites only.

Bidders should regularly visit above indicated website to keep themselves updated.

Bidders may note that this is an e-tender and for participation in the tender they have to compulsorily register themselves in <https://tenderwizard.com/UTIITSL> and bid has to be submitted online through Tenderwizard portal only. Bid submitted in any other mode is liable to be rejected.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	3/33

## TENDER NOTICE

1. UTI Infrastructure Technology And Services Limited invites e-tenders in two bid system for the work of SITC of Fire Alarm System work 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 bidder 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 and 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 estimated value have to be submitted within 7 days from the date of work order.
8. Successful Bidder has to submit 5% of Performance Bank Guarantee of the estimated value Plus GST for the Period of six months schedule of work plus two months after completion.

Client ID	35
Tender No.	1644
Page No.	4/33

### ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

UTI Infrastructure Technology And Services Limited invites e-Tender (Two Bid system) for “Tender for Supply, Installation, Modification, Testing and Commissioning of Fire Alarm System and Comprehensive Annual Maintenance Contract (CAMC) at , Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad, through on-line e-Tendering System portal <http://www.tenderwizard.com/UTITSL>.

#### Eligibility Criteria:

The below mentioned documents are to be submitted duly **NOTORIZED**. **In case the documents are not notorized the tender shall be rejected.**

- 1) Annual turnover and Work completion certificate format is prescribed below:

Estimated cost (Rs. in Lakh)	Completion period in month	Average annual Turn-over during last 3 financial years( in lakh) 2016-2017 2017-2018 and 2018-2019	Qualifying value of similar work completed during last 5 (Five) years.
12.00 lakh Plus GST	60 days (02 months)	Rs.12.50 Lakh	1. Three similar** completed works costing not less than the amount equal to Rs.5.00 Lakhs OR Two similar completed works costing not less than the amount equal to Rs. 7.5 Lakh OR One similar completed works costing not less than the amount equal to Rs.10.00 Lakh  At least one completion certificate should be from State Government/Central Government/Financial Institutions/ Public Sectors undertaking/ LIC/ BANKS or reputed Multinational Company

\*\* **Similar Nature of work** for this contract shall be “**Fire Alarm System and Comprehensive Annual Maintenance Contract (CAMC) works**” for Office Buildings, Commercial Building during last 5 years.

\*\* **Similar Work” for this contract shall be “Fire Alarm System” works for Office during last 5 Years.**

- 2 The Manufacturer should have experience of minimum 5 years of experience in manufacturing, supplying and installation of Fire Alarm System works. The year of the Establishment certificate to be submitted on the technical Bid.
- 3 Joint Venture will not be accepted.
- 4 The Manufacturer should have ISO certification about quality management system (attach copy).

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	5/33

- 5 The Manufacturer should have their service center in Mumbai and should have compliance team for attending to complaints within 24 hrs (List of service centre may be provided).
- 6 The contractors/ manufacturer should have supplied and installed Fire Alarm System in State Government/Central Government/ Public Sector Undertakings / Autonomous Bodies (attach copy).
- 7 The contractor should submit the AFFIDAVIT as per the format given on page no. 20 on a Non – Judicial Stamp Paper of Rs.100. If the Affidavit is not submitted, the tender will be rejected.
- 8 The Manufacturer should also submit the UNDERTAKING as mentioned in Page no. 6 on a non-judicial stamp paper of Rs.100/-. If the Manufacturer does not submit the undertaking, his/ her bid shall be rejected.
- 9 Authorisation Letter/ Power of Attorney (whichever is applicable) (attach copy)
- 10 Contractors who are registered with MSME/ NSIC may submit copy of their certificate for exemption of EMD (attach copy).

The manufacturer should submit (physical document as well as online submission on e-tender portal) the above **Eligibility Criteria document Point No 1 to 10 with necessary document proof** duly **NOTORIZED**. **In case the documents are not notarized the tender shall be rejected.**

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	6/33

### **UNDERTAKING FROM BIDDER**

1. The bidder shall not fill the tender/s if embroiled in any kind of litigation, either instituted by or against the bidder, 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 SITC of Fire Alarm System. .
2. The bidder 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 bidder 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. 20 if the Affidavit is not submitted , the tender will be rejected.
6. Only contractors who have completed similar nature of Works and fulfilling above criteria shall participate in the e-tendering process.
7. The Bid Documents shall consist of (1) Envelope No. 1 EMD , (2) Envelope No. 2 Technical Bid document alongwith Notarised certificates (3) Envelope No. 3 consisting of Envelope 1 and Envelope 2.
8. **The bidder shall go through all the Bid document and quote their offer in the Financial Bid (online only). All the Technical bid documents and pre-qualification documents (duly notarized) shall be uploaded in the portal. If it is found that there are discrepancies in documents submitted online and submitted in physical form, the tender / bid will be rejected. Technical Bid in Envelope No. 2 will not be opened if the EMD is not submitted / not in order.**
9. **All documents uploaded on the portal as technical bid shall be submitted in physical form duly notarized along with EMD in the form of original Demand Draft/Pay Order/ etc.**
10. Envelope No. 1 (EMD) 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 super scribing the name of work.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	7/33

11. Contractors/ Manufacturer shall also authorize UTIITSL to approach his UTIITSL's, Clients, Corporations, Organization, etc. to verify Contractor's/ Manufacturer's general reputation/ competence.
12. The UTIITSL has the rights to accept or reject any Tender / Bid without assigning any reason.
13. The Technical Bid should be submitted strictly in the format as mentioned along with the supporting documents.
14. The Tender / Bid 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/Bid shall be signed and copy of Authorisation Letter/ Power of Attorney (whichever is applicable) shall be furnished along with Tender/ Bid.
15. 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 Bidder shall only include major / suitable works handled by the firm.
16. The Bidder should ensure that the tender/bid should be delivered at the given address within prescribed date and time as mentioned in the tender cover page.
17. Technical bid containing false and/ or incomplete information is liable for rejection.
18. UTIITSL reserves right to accept or reject any or all the Tender/Bid and decision of the UTIITSL in regard to selection of Bidder shall be final.
19. The Technical Bid supporting document and other document should be notarized.

**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 bidders who are not qualified in the Technical bid would be summarily rejected.
- c) The financial bids for only those bidders, 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 bidder at the address given by him through speed post or email only.

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

Note: If the submitted documents filled by the bidder are found false/ forged or fabricated during verification process and/or after opening of price bid, not only earnest money deposit will be forfeited in totally but also they will be debarred from 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 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 in the FINANCIAL BID.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	8/33

- The UTI Infrastructure Technology And Services Ltd. reserve the right to not open Financial bid of Tender or any / all the Applicants at his 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 bidders 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 **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.

Contractor's Signature

Seal



Client ID	35
Tender No.	1644
Page No.	9/33

### 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.	Tender for Supply, Installation, Modification, Testing and Commissioning of Fire Alarm System and Comprehensive Annual Maintenance Contract (CAMC) at , Surabhi Arcade, 1st Floor, 5-1-664, 665, 669, Bank Street, Hyderabad	Rs.12 Lakh Plus GST	Rs. 24,000.00 (Rupees Twenty Four Thousand Only)

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 D A T E S :-

1	Downloading of Tenders Documents	From : 14.02. 2020 10.00 Hrs To: 06.03.2020 Up to 12.00 noon
2	Submission of Tenders Documents	From : 14.02. 2020 10.00 Hrs To : 06.03.2020 Up to 12.00 noon
3	Pre Bid meeting **	On : 17.02.2020 at 11.00 AM at UTIITSL, Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai 600 614
4	Submission of Original Technical Bid Demand Draft / Pay Order/Banker's Cheque towards EMD & Uploading of Tender Documents.	Up to 06.03.2020 15.00 Hrs at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400051
5	EMD	Up to 06.03.2020 15.00 Hrs at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400051
6	Opening of EMD bid (Envelope-I)	On 06.03.2020 at 15.30 at Ground Floor, UTI Tower,'Gn' Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051
7	Opening of Technical Bid (Envelope-II)	On 06.03.2020 at 15.30 at 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.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	10/33

<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 qualified in the Technical Bid.**

**\*\* The venue of the Pre-Bid meeting to be held on 17/2/2020 at 11.00 a.m :**

UTI Infrastructure Technology And Services Ltd  
Plot No. 3, Sector 11,  
CBD Belapur  
Navi Mumbai 400 614

Phone. 022-26547615 / 26547616 / 26547617

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

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	11/33

## INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

**NOTE:** Bidder 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 bidder in a sealed envelope marked as 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 and submit the same to our office as mentioned on page No.1 and superscribing the name of work of SITC of Fire Alarm System work at the office Premises of UTI Infrastructure Technology and Services Ltd, at Plot No. 3, Sector 11, CBD Belau, Navi Mumbai 400614 and submit 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. Bidder should ensure that the tender is received before the due date and time specified in the e-tendering programme of online tender.
4. Bidder 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 be filled in by the bidder. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful bidder, formal agreement shall be signed thereafter with the successful bidder 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 SERVICEES 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 bidder 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. L1 bidder who has submitted MSME / NSIC certificate has to submit the BG.
10. Successful Bidder has to submit 5% of Performance Bank Guarantee of the estimated value Plus GST for the Period of six months schedule of work plus two months after completion.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	12/33

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

### **General**

The Special Instructions (for e-Tendering) supplement 'General Instruction for the Bidders', 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 Bidder'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 Bidders)

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.

### **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>].

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	13/33

**Registration:**

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

Vendors 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	<b><u><a href="mailto:utiitsletenders@gmail.com">utiitsletenders@gmail.com</a></u>, <u><a href="mailto:anand.pt@antaressystems.com">anand.pt@antaressystems.com</a></u> [Please mark CC: <u><a href="mailto:raghuprashanth@etenderwizard.com">raghuprashanth@etenderwizard.com</a></u></b>

UTIITS L Contact Person	(i) Mr. Sangaiah Chettiar, AVP (For SITC of Fire Alarm System work), Ms. Sumitra Prabhu, DVP, Telephone No: 022-26547615 / 16 and Mr. Murlidhar Abhyankar 022-67931106 (ii) Email.id: <u><a href="mailto:sangaiah.chettiar@utiitsl.com">sangaiah.chettiar@utiitsl.com</a></u> , <u><a href="mailto:sumitra.prabhu@utiitsl.com">sumitra.prabhu@utiitsl.com</a></u> , <u><a href="mailto:prashant.sharma@utiitsl.com">prashant.sharma@utiitsl.com</a></u>
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Contractor's Signature

Seal





Client ID	35
Tender No.	1644
Page No.	14/33

**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 the tender document screen. <b>(More explanations can find in “detailed help Manual”).</b></li> </ol>
<b>Download Documents</b>	<ol style="list-style-type: none"> <li>3. Click  “<b>Edit Attachment</b>” to view the tender documents which are received by the user.</li> <li>4. Tender document screen appears.</li> </ol>

Contractor’s Signature

Seal

Client ID	35
Tender No.	1644
Page No.	15/33

	<p>5. Click “<b>Download (empty Document)</b>” to download the documents.</p>
<p><b>Upload Files – Technical Sheet/Price or Commercial Sheet/ EMD/Mandatory Documents</b></p>	<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>Black Color</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 bidders.</p>
E-Teender Support Help Line	<p>Customer Support: 080-40482121/126/080-40482000 (From 9 AM to 6 PM Monday to Saturday except on Govt. Holidays)</p> <p>Emergency Mobile Numbers: 7011974208</p> <p>Email ID: <a href="mailto:utiitsletenders@gmail.com">utiitsletenders@gmail.com</a>, <a href="mailto:chandrprakash.t@antaressystems.com">chandrprakash.t@antaressystems.com</a></p> <p>[Please mark CC: <a href="mailto:raghuprashanth@etenderwizard.com">raghuprashanth@etenderwizard.com</a></p>
UTIITSL Contact Person	<p>Mr. S. Sangaiah / Ms. Sumitra Prabhu(UTIITSL official, Telephone No: 022-26547615 / 26547616, 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></p>

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

Contractor’s Signature

Seal

Client ID	35
Tender No.	1644
Page No.	16/33

- **Registration of the Contractors/Bidders:** 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/bidders 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 they need to login on to the above portal and can download the tender documents.
- **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 bidder on online Portal. The Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCAIndia), 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
- 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.
- Bidders 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 bidders after award of work to L1 bidder.
- If the tenders are cancelled or recalled on any grounds, the tender processing fees will not be refunded to the agency.
- The Eligible Bidders 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.



<b>Client ID</b>	<b>35</b>
<b>Tender No.</b>	<b>1644</b>
<b>Page No.</b>	17/33

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	18/33

## **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. Bidder to note that all particulars required as per the form shall be filled in completely strictly as per the format.
2. The forms not submitted strictly 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 are advised to follow the instructions given below:
  - (a) Enrolment Form shall be filled online in the e-tendering portal in capital letters or and typed.
  - (b) Full address of the site of work, owner or authority under whom the works have been carried out should be given
  - (c) The Bidder 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.
9. **All the documents uploaded are to be self attested by the authorized signatory.**
10. Please note that the submission of Pre-qualification BID does not confer any right to claim for selection for further tendering process.
11. 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 UTIUTSL**

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	19/33

### AFFIDAVIT

1. I / we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
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 Govt. of India or any other Agency of Government of India or any of the State Government 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 bidder, 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 SITC of Fire Alarm System , work.

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

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

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

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	20/33

### FORM FOR ENROLMENT OF CONTRACTORS

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.....///.....a  
m/are desirous of being enrolled on the list of Contractor for the “Proposed Interior Work,  
\_\_\_\_\_ at UTITSLC BCC Hyderabad” 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 years (Enclosed documentary proof of audited Balance Sheet and Profit and Loss Account	Year	Rs. In Lakh
		1	
		2	

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	21/33

		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.			
15	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)	Name of the project: _____ _____ _____ _____. If completed in time: Yes/No. Name of the client. _____ _____ _____ _____		

Contractor's Signature

Seal

<b>Client ID</b>	<b>35</b>
<b>Tender No.</b>	<b>1644</b>
<b>Page No.</b>	22/33

	<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>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>	

Contractor's Signature

Seal

<b>Client ID</b>	<b>35</b>
<b>Tender No.</b>	<b>1644</b>
<b>Page No.</b>	23/33

1 6	Details of on-going projects with their contract value and their completion period. Attach sheets, if necessary.	
1 7	Name of the key persons in your firm - attach sheet.	
1 8	Name of the key Technical persons in your firm	
1 9	Whether Company is currently having any arbitration case. If yes, give brief details.	
2 0	Have you been blacklisted in last 5 years. If yes, give details.	
2 1	Any Other valid information you wish to give	

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

Client ID	35
Tender No.	1644
Page No.	24/33

### 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/ Manufacturer") 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 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 Authority has the right as he 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/ manufacturer 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 - UTI Infrastructure Technology and Services Ltd Authority shall be final and conclusive.

I/We certify that the particulars furnished in the enrolment forms are correct and that 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, UTI Infrastructure Technology and Services Ltd may remove my/our name from the list of contractors/ manufacturers and any contract that I/We may be holding at the time may be rescinded.

PLACE:

DATE:

SIGNATURE OF CONTRACTOR/  
MANUFACTURER



Client ID	35
Tender No.	1644
Page No.	25/33

## OTHER TERMS AND CONDITIONS

- 1 Employer 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 bidders or any obligation to inform the affected bidders 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 bidders shall not cancel / withdraw the tenders during that period.

### **1. EARNEST MONEY DEPOSIT:**

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

The Earnest Money Deposit of the successful bidder will be retained and will be refunded after completion of the work.

**For successful bidder 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.**

Earnest Money Deposit will be forfeited, if the contractor:

- 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 7 days from the date of the work order.

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

The tenders will be liable to be rejected:

1. If the bidders does not quote for any item/sub-item in the tender.
2. If the bidders fails to countersign each and every correction in the rate(s).
3. If the bidders does not meet the eligibility criteria or is barred from participation.
4. If the bidders propose 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 bidders whose tender has been accepted will be issued a Work Order. This "Work Order" will state the "Contract Price" that the **Employer** will pay the

Contractor's Signature

Seal

<b>Client ID</b>	<b>35</b>
<b>Tender No.</b>	<b>1644</b>
<b>Page No.</b>	26/33

Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed in the Contract.

- 3.2 Within 7 days of receipt of Work Order the successful bidders will sign the Articles of Agreement and Indemnity for payment of taxes and duties and return the same to the Employer.
- 3.3 Within 7 days after receipt of the Work Order, the successful bidders shall deliver to the Employer, Contractor's All risk policy and Workmen's compensation policy and Fire Policy for One Year 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 bidder 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 bidder 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**

Employer (UTIITSL) requires that bidders observe the highest standards of ethics during procurement process and execution of contracts.

\*\*\*\*

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	27/33

## PRE CONTRACT INTEGRITY PACT

**(This has to be filled up by the Bidder 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 “BIDDER” 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 SITC of Fire Alarm System work) and the BIDDER is willing to execute the SITC of Fire Alarm System and WHEREAS the BIDDER 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 SITC of Fire Alarm System 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 BIDDERS 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:-

### 1. 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 BIDDER, 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.

Contractor's Signature

Seal

Client ID	35
Tender No.	1644
Page No.	28/33

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

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.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER 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 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 the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

**2.1** The BIDDER 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:-

2.2 The BIDDER 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, 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.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly 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 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 forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

2.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER, 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.

Client ID	35
Tender No.	1644
Page No.	29/33

- 2.6 The BIDDER 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.
- 2.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The BIDDER/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 BIDDER also undertakes to exercise due and adequate care if any such information is divulged.
- 2.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the UTIITSL, or alternatively, if any relative of an officer of the UTIITSL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term "relative" for this purpose would be as defined in section 6 of the Companies Act 1956.
- 2.12 The BIDDER 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.

### 3. **Previous Transgression**

- 3.1 The BIDDER 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; BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4. **Earnest Money (Security Deposit):**

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.24,000 (to be specified in RFP/Tender ) as Earnest Money as applicable/Security Deposit, with the UTIITSL through any of the following instruments:
- (i) Bank Draft or Pay Order in favour of UTIITSL.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the UTIITSL on demand within three working

Client ID	35
Tender No.	1644
Page No.	30/33

days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the UTIITSL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

4.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the UTIITSL, including warranty period, whichever is later.

4.3 In case of the successful BIDDER, 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 to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the UTIITSL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations:**

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(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 and the UTIITSL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the UTIITSL, and in the case of BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the 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 BIDDER, in order to recover the payments, already made by the UTIITSL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the UTIITSL resulting from such cancellation/recession and the UTIITSL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

Client ID	35
Tender No.	1644
Page No.	31/33

(vii) To debar the BIDDER from participating in the future bidding processes of UTIITSL 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 BIDDER(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 with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the UTIITSL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 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 BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.

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

## 6. **Fall Clause:**

6.1 The BIDDER 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 BIDDER 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 BIDDER to the UTIITSL, if the contract has already been concluded.

## 7. **Independent Monitors:**

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

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

7.3 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 Bidder /Contractor as confidential.

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

Client ID	35
Tender No.	1644
Page No.	32/33

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated\*\* by the UTIITSL.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the UTIITSL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The UTIITSL will provide to the Monitor 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 the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated authority\*\* of UTIITSL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the UTIITSL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. 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 shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

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

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

**10. 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 SITC of Fire Alarm System or criminal proceedings.

**11 Validity:**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the UTIITSL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 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.

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

UTIITSL

BIDDER

Contractor’s Signature

Seal



<b>Client ID</b>	<b>35</b>
<b>Tender No.</b>	<b>1644</b>
<b>Page No.</b>	33/33

Name of the Officer:

Designation  
Deptt./

Witness

1..... 1.....

2..... 2.....

(\* 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