

**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED**  
**Plot No. 3, Sector-11**  
**CBD Belapur, Navi Mumbai – 400614**

**Date: 09<sup>th</sup> May 2023**

**E-Tender Notice No. UTIITSL\_73 Bid for Assignment of CMMi-ML5 V2.0  
Consultancy and Sustenance Appraisal for Software Development & Maintenance**

**General Information**

UTI Infrastructure Technology And Services Limited (UTIITSL), is a Government Company under Sec2(45) of the Companies Act, 2013, advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website [www.utiitsl.com](http://www.utiitsl.com) daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website <https://www.tenderwizard.com/UTIITSL>. However, to be able to participate in the tender, bidders are required to download tender document officially from the above website without which bidders will not be able to participate. Since this tender shall be conducted electronically, bidders are requested to go through the Special Instructions on E-Bidding given at Annexure D.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any amendment, addendum, corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No separate individual letters / emails shall be sent regarding this.

The Tender document consists of 3 parts:

**I) General Conditions**

**II) Special Conditions**

**III) Bid Form**

Signature of the Bidder

**PART – I**  
**General Conditions**

1. **Name of the Bid: Bid for Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal of Software Development & Maintenance**

2. **Important Dates :**

**Last Date/Time of procuring of official copy of Tender Document:** To participate in this tender, interested bidders are requested to officially download the Bid form and other related documents from <https://www.tenderwizard.com/UTIITSL> on 09<sup>th</sup> May 2023 to 28<sup>th</sup> May 2023 up to 6:00PM.

**Last date and time of raising the queries on the tender documents:** The last date and time of raising the queries is from 09<sup>th</sup> May 2023 to 16<sup>th</sup> May 2023 up to 3:00PM.

**Last Date/Time of uploading of tender bids:** The last date of upload and receipt of bids is up to 3:00PM on 29<sup>th</sup> May 2023. After this time, no bids can be uploaded.

**Date of Online opening of the tender bids:** The bids will be opened on the same day i.e. the last date of uploading and receipt of the tenders, at 3:30PM on 29<sup>th</sup> May 2023.

3. The Bids should be submitted **online** in two parts, the **‘Technical Bid’** and the **‘Commercial Bid’**.

The Technical bid should be complete in all respects and should contain all information been asked for by the tendering authority, except for the prices. The TECHNICAL BID should include all items with complete specification as per setup/ solution proposed by the prospective bidders. **The Technical bid should not contain any price information.**

4. **Bid Security/Earnest Money Deposit (EMD):** The Bid should be accompanied by an e-payment as Earnest Money Deposit (non-interest bearing) of Rs.1,00,000/- (Rupees One Lakh Only) in favor of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

Bid Security/EMD exempted to MSME/NSIC Registered Company only. Registered bidder/vendor should submit valid MSME/NSIC registration Certificate along with the bid in support of the exemption and also submit bid security declaration form **(Format is given in the tender document as Annexure-6)**.

For unsuccessful bidders/vendors, EMD will be returned without any interest. However, the Bid Security/EMD of successful bidder/vendor will be returned on completion of project or after signing of maintenance agreement and or after submission of Bank guarantee.

If the Bid Security/EMD are not submitted then UTIITSL reserves the right to reject the bid without any further reference/intimation.

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The Bid Security/EMD shall be forfeited if the bidder/vendor fails to honor the terms and conditions of the work order placed on the basis of the tenders or does not start the work within the stipulated time or does not supply the goods on time or does not render the services or fails to enter into a valid agreement, as the case may be, which in the opinion of UTIITSL will delay or adversely affect the contract.

5. **Bank Guarantee:** For successful bidder/s, a Bank guarantee of appropriate applicable amount (The rate should not exceed 3% which is as per the GFR rule) will have to be given by the bidder at the time and date specified by UTIITSL. The 3% bank Guarantee amount would be calculated of the total contract value. The Bank guarantee would be taken from successful bidder shall be valid for 60 days beyond the date of completion of contract.
6. **Validity of the bids:** Generally, the bids will be valid for a period of One Hundred Eighty days (180 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. However, in case of rate contract, the rates will be valid for a period of minimum **2 (Two) years**. The agreement which would be entered into with the successful bidder/vendor or the work order which would be issued to the bidder/vendor would define the validity of the rates more specifically and that would be overriding this clause. In case of rate contract, the purchase order will be issued as and when the requirement arises.
7. **Authorized Signatory:** The bid can be submitted online by **Authorized Service Provider**. The Bid shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.

The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to enclose the Letter of Authority/the Power of Attorney (POA)/Board Resolution (BR) as the case may be duly executed by the bidder as online document; otherwise the offer is liable to be considered as null and void at any stage as per the decision of UTIITSL. This LOA/ POA/BR shall empower the representative to take all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organization/Entity for whom the bid is submitted. The Authorized Signatory of the Bidder is required to digitally sign on all the pages and submit the Technical Bid and Financial Bid as a token of acceptance of all the terms and conditions of the tender.

8. **Caution:** This is to be remembered that **this is an E-Tender** and any tender document like bid, etc. **if physically deposited in the "Tender Box" would not be considered.** The bid would be only considered when it is e-tendered. However, **in no case should the bid per se may be deposited in the tender box.**
9. **The Bid submitted by the Bidder,** all correspondence and documents relating to the bid exchanged by the intending and/or successful Bidder and the UTIITSL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/certificate by

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the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by UTIITSL.

10. The bid form which is to be filled by the bidder should be taken from the web site <https://www.tenderwizard.com/UTIITSL> only and no attempt should be made for any changing or correcting it in any manner. It is clarified that only the conditions as appearing in the original bid form as uploaded at the above site will be treated as valid. If there are any changes/corrections found in the form, then it is liable to be considered invalid.
11. Interpretation and decision of UTIITSL on the terms and conditions of the tender will be final and binding.
12. All the conditions of the tender and the advertisement in the press (if advertisement released) will form a part of the agreement.
13. UTIITSL reserve its right to call for any clarification/papers required for scrutiny from anyone including the Bidder. UTIITSL is free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
14. **Pre-bid Meeting:** There is no Pre-bid Meeting for this tender. The queries should be submitted online on the website <https://www.tenderwizard.com/UTIITSL>. And the answer to all the queries raised by any prospective Bidders would be uploaded on the website through <https://www.tenderwizard.com/UTIITSL>. The last date of receiving queries shall be up to **3:00PM on 16<sup>th</sup> May, 2023**; thereafter no queries would be entertained. No telephonic discussion or personal meeting would be entertained.
  - a) At any time before or after the submission of Technical Bid, UTIITSL may, for any reason, whether at its own initiative or in response to a clarification request from a Bidder, carry out amendment(s) to the Bid document/ Bid process. The amendment will be made available in the website <https://www.tenderwizard.com/UTIITSL> and will be binding on the bidders.
  - b) The bidders are requested to regularly visit the website: <https://www.tenderwizard.com/UTIITSL> for any information. The final revised conditions, if any, as indicated in the corrigendum/amendments/clarifications/extension/changes regarding this tender as uploaded on the said website will be binding and may form a part of the agreement.
15. **The process (Online bid):**
  - a) The Technical bid would be separate from The Financial bid.
  - b) The Technical bids would be declared opened at 3.30 PM on 29<sup>th</sup> May 2023.
  - c) A Tender Opening Committee of the officials of UTIITSL would be formed for opening of the bids.
  - d) The bid would be opened in online presence of Tender Opening Committee &

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intending bidders.

- e) The Financial Bid will not be opened on the day of opening of Technical Bids.
- f) After declaration of opening of the technical bids, an evaluation of the Technical eligibility of the Bidders would be carried out by the UTIITSL's Technical Evaluation Committee, thereafter a Technical Evaluation Report shall be prepared which shall detail the qualified/ disqualified bidders. The decision regarding qualification/ disqualification of the Bidders shall lie with UTIITSL and shall be final and binding on the bidders.
- g) Thereafter, the date of opening of the Financial Bids will be intimated to the qualified bidders only. This would be informed through the posting on the website <https://www.tenderwizard.com/UTIITSL>.
- h) No separate intimation would be sent in this regard. The bidders are advised to regularly visit the aforesaid website for any updation.
- i) The financial bids will thereafter be opened by a Tender Opening Committee of the officials of UTIITSL as per the mechanism set in the e-tenders.
- j) The Financial Bids will be opened in simultaneous online presence of intending bidders.
- k) It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids

16. **Taxes:** All duties, taxes and other levies payable by the successful bidder/vendor under the Contract, or for any other cause as applicable shall be exclusive in the rates, prices and the total Bid Price submitted by the Bidder. All such outgoings will be reimbursed on showing the proof of payment to the respective authorities.

The payment of GST by service availer (i.e. UTIITSL) to bidder (if GST payable by bidder) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST is responsibility of bidder.

However, in case, the successful bidder is unregistered under GST in compliance with GST rules, the bidder shall not charge any GST on the bill/invoice. In such case, applicable GST will be deposited by UTIITSL directly to concerned authorities.

Input tax credit is to be availed by Paying Authority as per rule.

17. **Insurance:** The insurance for the work carried out up to the stage of handover or insurance for the goods to be supplied up to the stage of handover and the requisite insurance policy as required by law for the personnel involved in the services to be rendered would have to be necessarily be taken by the bidder. In addition to this, the bidder should take insurance for any liability towards Third Party. Merely by filling in this tender, the bidder indemnifies UTIITSL and/or affiliates of any liability on the part of UTIITSL.

The liability of the work carried out or the goods supplied shall remain with the bidder/vendor till such time UTIITSL takes possession of the work/goods in writing. The successful bidder/ vendor shall be responsible for any loss before taking over by

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UTIITSL.

18. **Safety Norms:** The selected bidder/vendor shall undertake to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by submitting the bid, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official/representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law in force and the bidder is advised to follow the prescribed safety norms.
19. **Agreement:** A valid, binding and legally enforceable Agreement shall have to be entered into by and between UTIITSL and the Successful Bidder/vendor, failing which the EMD, shall be forfeited. If any of the terms and conditions of the Agreement is not acceptable to the bidder/vendor as the case may be, then UTIITSL shall have the right to reject the Tender and forfeit the EMD. In the absence of any specific Agreement, any offer made in response to this Tender, will not constitute a valid and binding legal contract between UTIITSL and Successful bidder/vendor.
20. **Right of Rejection:** UTIITSL reserves its right to reject **all/any bids/any part of it/quotations without assigning any reasons** thereof and without entitling the Bidder to any claim for damages whatsoever.
21. **UTIITSL reserves it's right as follows:**
  - i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work;
  - ii) To award the contract to one or more number of bidders/vendors, either on lowest price, equal price or on different prices;
  - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit;
  - iv) To place ad hoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit;
  - v) UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
22. **Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
23. **Eligibility:** The intending bidder/vendor should adhere to the eligibility criteria. In any case, they should have prior experience in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.

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24. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The intending bidder/vendor is required to follow all the Statutes as may be applicable for such type of work/supply/services for which they are bidding through this tender.

The nature of work is such that it may or may not involve manpower. In case manpower is required, then the bidder merely by submitting of the Tender form confirms that the bidder has all the requisite permissions and trade and other required licenses to carry out all the works as stipulated by this Tender. Further, merely by submitting the Bid form, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including those for manpower. The bidder also undertakes merely by submitting of the Tender form, to comply with any laws that may be enforced upon by the legislature in future.

Intending Bidders/vendors which do not have requisite permissions/licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Valid registrations viz., GSTIN Registration/Sales Tax/VAT/Central Excise and with any other authorities as applicable as per requirement should be available with the agency and be produced as and when required or demanded by UTITSL.

Consequences of insufficient permissions/licenses or compliances on the part of the bidder would be to the bidder's account and the bidder merely by submitting of the tender form shall be indemnifying UTITSL of any or all such consequences.

Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No.1(2)(1y2016-MA dated 10th March,2016 has clarified that all Central Ministries/Departments/Central Public Sector Undertakings (CPSUS) may relax condition of prior turnover and prior experience with respect of Micro & Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.

25. **Blacklisting/Debarring:** The intending bidder/vendor merely by filling the tender confirms that the bidder has not been blacklisted/debarred by any Government Department/Agency, Reserve Bank of India, Nationalized bank, or any Public Sector Unit or body or Company in last 5 (Five years). The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies in last 5 (Five years).
26. **False Information:** In case if it is found that the Successful bidder/vendor has not given the correct information and flouted any condition or the Successful bidder does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in this tenders and allied works then UTITSL reserves the rights to cancel the work order at any stage issued to the successful bidder and award quantum of work in the manner as deemed fit. In this event, successful bidder shall not be entitled for any compensation or penalty.

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27. **Indemnity:** Further, by submitting this bid, the intending bidder/vendor shall indemnify UTIITSL and/or its Affiliates for any of the consequences arising out of or in connection with unavailability of any of the requisite permissions/licenses/insurances/ any other statutory permission, quality of goods supplied and/or work required for the project, delay in completing the project whatsoever required for carrying out this work. Also by submitting this bid, the bidder undertakes to indemnify UTIITSL and/or its Affiliates for any of the consequences arising out of noncompliance of any of the provisions laid by the statute or otherwise required depending on the nature of the work for bidders or their representatives/officials in carrying out this work.
28. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.
29. **Extension of Contract:** As stipulated by UTIITSL, after the time period of expiry of contract, the time line stipulated in the Agreement may be extended on mutual consent and on satisfactory performance for a further period of two years or up to the period until a new contract comes into force.
30. **Readiness:** The successful bidder should ensure that manpower/machine/materials is procured well in time to ensure quality of work and adherence to the time period and the work/supply/service is not interrupted/delayed irrespective of volume assigned.
31. **Delay:** The supply/support and deployment period stipulated as defined below in support and penalty terms **clause no.34**. If the successful bidder/vendor does not start the work or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/service/supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work/service/supply at the risk and cost of the contractor/bidder.
32. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL shall be entitled to right to reject the work/services at any stage, if they are not found, to meet the specifications laid out and/or are not as per the terms of the Contract/the Tender/work order. No Charges will be paid for the defective work/service. UTIITSL reserves its right to reject the items of brand other than specified.
33. **Support and Penalty Terms:**  
The vendor should clearly adhere to the following support terms,  
**For Consultancy Services**
- The successful bidder/vendor should provide 2 (Two) Years onsite comprehensive support which includes technical scope of work mentioned in the tender document.
  - The support services shall remain available from Monday to Saturday during office hours i.e. 9:30 AM to 6:00 PM, with the exception of any unexpected outage and system maintenance.

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- Penalty equivalent to the fees paid so far shall be payable by the vendor in case any gaps are reported during final appraisal by the Lead Appraiser in terms of documentation, awareness, knowledge and execution.

34. **Termination of Contract:** In case it is found that the work/service is not as per requirement, satisfaction, standards, time lines, or the frequency of corrective measures required from the Successful bidder is higher, then, UTIITSL shall exercise its right to terminate the Contract with the Successful Bidder/Vendor and in such case, the Successful Bidder/Vendor shall not be entitled to claim any damages or demand whatsoever from UTIITSL or make any claim for fees in respect of such unsatisfactory and/or substandard services and /or work and/or performance.

As also UTIITSL reserves it's right to terminate the Contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

35. **Confidentiality:** The successful bidder/vendor shall secure and maintain strict confidentiality and privacy of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the bidder/vendor.

**The successful bidder needs to sign NDA with UTIITSL before commencement of work**

**Only if applicable** to this tender, the successful bidder/ vendor should certify in writing that the any document being printed/ processed for UTIITSL is not used / shall not be used by the Agency for any other Organization / Entity under any circumstances. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages apart from taking action under the appropriate Law.

**Only if applicable to this tender,** the successful bidder/vendor will delete the data, once the same is not required further. In short, no data/document of UTIITSL should be with the agency once the work is over. **Usage of data/documents/information:**

**Only if applicable to this tender,** the bidder/vendor shall ensure that the documents, data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL in writing. The confidential information shall be secured and safeguarded and the bidder/vendor shall take all necessary actions to protect UTIITSL, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. In case of expiry or termination of the contract, all data/information shall be deleted permanently and documents shall be handed over to UTIITSL within 7 days from such expiry or Termination.

Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it shall continue to be in force even if the agreement between the bidder/vendor with UTIITSL stands expired by passage of time or terminated for default.

36. **Breach of clause:** In the event of breach of any of the clauses by the Successful Bidder in the performance of the services, the successful bidder/vendor shall be liable to pay damages as may be quantified by UTIITSL. The decision of UTIITSL shall be final and binding. Apart from the above, UTIITSL shall have the right to proceed against the Successful Bidder as per the Governing Indian law/s, relevant rules and regulations.
37. **Time is the Essence of contract:** The successful bidder/vendor shall carry out the work/provide the services/ as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTIITSL to rescind the contract and forfeit the Bank Guarantee and in this case, there shall not be any claims for damages against UTIITSL by the successful bidder/representatives/ assignees as the case may be. Further the UTIITSL shall have the right to get the unfinished services done/supply made, if any, by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the bidder/vendor in default. The bidder/vendor shall also indemnify UTIITSL against any loss, damage, expenses, and costs etc, incurred by UTIITSL as a result of the said delay in timely completion of the said services/jobs, by the successful bidder/vendor.
38. **Amicable Dispute Resolution:** In case any dispute or difference arises between the parties, out of the contract or in connection thereto, then, both parties will take effort to resolve the dispute amicably, out of Court.
39. **Jurisdiction:** All matters pertaining to the present bid/tender/quote, shall be subject to the jurisdiction of the courts in the Competent Court in Maharashtra only.
40. **Submission of bills:** The successful bidder/vendor shall submit the bills correct/ accurate in all respects with required challans/receipts and with all relevant documents as specified by UTIITSL from time to time, within 10 days of completion of milestone. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.  
  
The Successful bidders/vendors are advised to submit the bills complete in all respects for immediate clearance.
41. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide from time to time to visit the office/ commercial/manufacturing site/s of the Successful bidders/vendors for checking their infrastructure, manpower and other related documents mentioned and for

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checking stock records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTIITSL to help UTIITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by UTIITSL on periodic basis also.

42. **Nomenclature:** In the tender, the bidder or the agency or the vendors or the contractor or the supplier and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural.
43. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering **L1 or L2 or L3** or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter.
44. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
45. The intending bidder must put seal and signature at the bottom of all Bid forms and other related documents and may put short signature on all pages. The Bidder's participation in the bid shall be deemed to be unambiguous, unconditional and unqualified acceptance of the Terms and Conditions of the Tender.
46. UTIITSL reserves the right to call for further information/documents/break-up of rates, taxes, etc. to decide on the tenders.
47. In the event the resultant L1 rate(s) obtained through this tender are perceived to be substantially higher than the rates at which the goods or services were being procured on the earlier tender then, **UTIITSL reserves the right to:**
  - a) Request the L1 bidder of this tender to negotiate and try to match the rate on which the order was placed as per the earlier tender;
  - b) If L1 vendor agrees to do so, the work order will be placed to him. If not, this tender would be cancelled and the earlier bidder, who is presently carrying out the services/work would be then asked to continue on the old/existing rates till new tender is floated and finalized;
  - c) The idea is to obtain the most beneficial rates for UTIITSL;
  - d) The decision of the Tender Evaluation and Awards Committee would be final in this case.
48. Relaxation shall be given to the Micro & Small Enterprises (MSEs) and to the startups as per the Government of India guidelines (Policy Circular No.1(2)(1y2016-MA dated 10th March,2016) in the eligibility criteria for prior turnover and prior experience.

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## **PART II – SPECIAL CONDITIONS**

### **A. TECHNICAL SCOPE OF WORK**

UTI Infrastructure Technology And Services Limited (henceforth referred as UTITSL) invites technically complete and commercially competitive online bids from prospective Service Provider who are eligible, reputed and qualified bidder for **Consultancy and Sustenance Appraisal for CMMi-ML5 V2.0 (Software Development & Maintenance Projects)**.

The technical scope of work with other Terms & Conditions and other relevant information is detailed as under:

#### **Scope “A”- Consulting Assignment** **(Role of Consultant or Consulting Agency)**

1. The Scope of current assignment covers consultancy and sustenance Appraisal for CMMi-ML5 V2.0 in UTITSL.

**Cycle-1 (First Year):** May 2023 to May 2024

**Cycle-2 (Second Year):** June 2024 to June 2025

**Location:** UTITSL Office, Navi Mumbai & New Delhi

**Type of work:** Software Development and Maintenance Projects

#### **I. Training**

- a. Appreciation training on CMMI V2.0 for Maximum 25-40 participants to Mumbai (onsite at UTITSL, CBD Belapur, Navi Mumbai office) & New Delhi (online through MS Teams)
- b. High Maturity Workshop for Maximum 25-40 participants to Mumbai (onsite at UTITSL, CBD Belapur, Navi Mumbai office) & New Delhi (online through MS Teams)
- c. On completion of Foundation for Capability Course + Building Development Excellence Course + High Maturity Concepts for Maximum 10 Appraisal participants to Mumbai (onsite at UTITSL, CBD Belapur, Navi Mumbai office)
- d. Training Materials (hard and soft copies)
- e. Any other relevant deliverable(s)

#### **II. Gap Analysis**

- a. Identification of strengths and weaknesses of the current processes with respect to the practices under CMMI-Dev V2.0.
- b. Readiness Review
- c. Gap analysis report before and after Readiness Reviews
- d. Any other relevant deliverable(s)

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### III. **Action planning**

- a. Development of road-map and action plan for a staged deployment of the CMMI-Dev V2.0 and the compatible processes across multiple locations based on the findings of the gap analysis and the strategic growth plans of UTIITSL
- b. Detailed road-map/project plan to guide the sustenance
- c. Any other relevant deliverable(s)

### IV. **Define, document, handholding and support for fine tuning process implementation and deployment**

- a. Support to the process implementation and deployment
- b. Review the Documentation for CMMI-Dev ML5 V2.0 Implementation
- c. Any other relevant deliverable(s)

### V. **Team Mentoring and Appraisal rehearsal (Mock/Readiness Reviews)**

- a. Train the teams to face Appraisal
- b. Perform Mock Appraisal/Readiness Reviews

### VI. **Evaluation Equivalent Appraisal CMMI-Dev V 2.0**

- a. Evaluation Equivalent Appraisal
- b. Lead Appraiser must be identified in the beginning and all the activities must be conducted under his supervision only so as to avoid any ambiguity during Readiness Review and Evaluation Equivalent
- c. Any other relevant deliverables(s)

2. The Consultant will have to train and assist UTIITSL team till completion of the CMMI-ML5 v2.0 Evaluation Equivalent Appraisal (PARS by CMMI Institute).
3. The Consultant shall recommend the Appraisal process activities comprising of Pre-appraisals (with Team members & SQA)
4. The Consultant team should be dedicatedly available onsite and offsite as committed and be able to manage comprehensively the activities related to training, guidance, review, spot checks, report submission etc. for the teams as identified in Navi Mumbai and New Delhi.
5. The Consultant should commence the assignment within 10 calendar days from the date of issuance of the Work Order.
6. The Consultant should incur all the additional expenditure as may fall in towards provisioning of these services for UTIITSL over and above the assigned Scope of Work defined in this tender document. Whatever additional expenses incurred by consultant, UTIITSL will not be liable for such expenses.
7. The implementation of these services should not require any IT hardware up gradation or new procurement leading to any additional expense for UTIITSL.

Signature of the Bidder

8. The Consultant should ensure that the activities pertaining to CMMI-ML5 do not lead to any downtime which may incur to business loss or any other impact on existing business/es.
9. The Consultants should visit at UTIITSL at least 5 days in each Quarter for monitoring the activity and continuously Three Weeks before Appraisal for preparedness of appraisal at both locations Mumbai & New Delhi. In between Consultant should visit at UTIITSL as and when required.
10. Engagement of the Consultant with UTIITSL for the present scope of assignment is estimated to remain **up to 2 Years from the date of release of this Work Order** unless it gets spilled over into further additional days/months on mutually agreed terms only due to effect of constraints on either party side that may occur during the execution of the assignment.
11. The Total Project Cost for this assignment is however “Fixed”.

**Scope “A”: CMMI-ML5 V2.0 CONSULTANCY and SUSTENANCE APPRAISAL**

<b>Sr. No.</b>	<b>Particulars / Milestones</b>	<b>Number of days/per year</b>
1	Appreciation training on CMMI V2.0 for Maximum 25-40 participants	2 Days (4 Sessions)
2	High Maturity Workshop for maximum 25-40 appraisal participants	3 Days (6 Sessions)
3	Training on completion of Foundation for Capability Course + Building Development Excellence Course + High Maturity Concepts for maximum 10 Appraisal participants	4 Days (one time only, as and when required)
4	Consultant Visit for Review and Monitor the performance (Define, document, handholding and support for fine tuning process deployment)	5 days per quarter (for each locations)
5	Readiness Review (Gap analysis & Action Plan)	7 Days for each location
6	Evaluation Equivalent Appraisal	5 Days

\*The number of days is for Delhi and Mumbai location each.

The reference timings for calculating the commercials by participating bidder shall be as per the office timing and support services mentioned below;

**Office Timings (Working Hours): -**

- Consultation services should be available during the working hours on all working days however if required it should be extended on Saturday and Sunday also.

Signature of the Bidder

- **On Call services:** For emergency requirements or activity involving support, the on call services should be available during the working hours.

**B. Other General Instructions for the Bid:** In the **Technical Bid** authorization certificates / documents are required. If bidder fails to provide any of the relevant document / certificate they would be technically disqualified.

a) **Eligibility Criteria:**

The bidder should submit the following required Certificate/Documents/Information;

- The bidder should be ISO 9001:2015 certified. **This Certificate shall be submitted online along with the Technical bid.**
- The bidder should have certificate to undertake CMMI Level 5 certification audits from accreditation board. **This Certificate shall be submitted online along with the Technical bid.**
- Certificate of Incorporation/Shop establishment Certificate should be submitted. **This Certificate shall be submitted online along with the Technical bid.**
- GST Certificate should be submitted. **This Certificate shall be submitted online along with the Technical bid.**
- The successful bidder/vendor must have a valid PAN Card. **The copy of PAN Card shall be submitted online along with the Technical bid.**
- The intending bidder should submit self declaration letter stated that the bidder has not been blacklisted/debarred by any Government Department/Agency, Reserve Bank of India, Nationalized bank, or any Public Sector Unit or body or Company in past 5 (Five) years **(Format given as Annexure-2). This Self – Declaration Letter shall be submitted online along with the Technical bid.**
- The successful bidder/vendor should have an established Office located in Mumbai and Delhi locations for Training and Audit arrangements for the respective location falling under the current Audit Scope. **(The self declaration letter mentioning the office address shall be submitted online along with the technical bid).**
- The turnover of the Company should be of minimum Rs.1 crore in each of the last 3 financial years **(2019-20, 2020-21 & 2021-22)** and should be a Profit making organization. This must be the individual company turnover and not that of any group of companies. Please do not attach the entire balance sheet or profit and loss statement. **The CA/CS Certificate shall be submitted online along with the Technical bid.**
- The successful bidder/vendor should be in existence for at least 5 years with core business line in the area of Capability Maturity Model Integration Audits. **(The Copy of Registration certificate and Certificate to undertake CMMI Level 5 (High Maturity) Certification audits from Accreditation board to be submitted).**

- The successful bidder/vendor should have prior experience on Certification Audits of ISO 9001:2015 & CMMI ML 5. **(The Client Satisfactory Certificate or Feedback from at least 5 clients on CMMI Level 5 (High Maturity shall be submitted online along with the technical bid).**
- The successful bidder/vendor should have experienced and certified professionals on payroll; at least 3 (Three) in Auditing assignment for the Certification of CMMI Level 5 (High Maturity); CVs along with LA qualification certificate on CMMI Level 5 (High Maturity) to be attached; only ISACA approved LA qualification certificate will be considered. **(The duly attested certified professional's details along with their CVs from HR Department shall be submitted online along with the technical bid).**
- The successful bidder / vendor shall preferably be empanelled with Information Systems Audit and Control Association (ISACA) to conduct Benchmark Appraisal, Action Plan Appraisal, Sustenance appraisal & Evaluation Appraisal. **(The valid empanelment certificates along with supportive documents shall be submitted online along with the technical bid).**
- Technical Compliance Sheet **(Submit the Compliance sheet as Online Document & sheet given as Annexure-1)**
- Letter of acceptance of all terms and conditions **(Format given as Annexure-3). This Letter shall be submitted online along with the Technical bid.**
- Signing Authority Letter **(Format given as Annexure-4). This Letter or Power of Attorney document shall be submitted online along with the Technical bid.**
- Bank details for return of EMD. **(Format given as Annexure-5). The duly filled and signed stamped Annexure-5 shall be submitted online along with the Technical bid.**
- In case of Bid Security / EMD exempted due to submission of valid MSME and NSIC registration Certificate, the intending bidder / vendor should submit Bid security declaration form online. Format is given in the tender document as **Annexure-6. This shall be submitted online along with the Technical bid.**
- **Signed copy of tender document. Each and every page of tender document should be signed and submitted online along with the technical bid.**

All eligibility requirements as mentioned above should be complied by the intending bidders and the valid and relevant supporting documents should be submitted for the fulfillment and satisfaction of eligibility criteria, failing which the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the Bid and no Technical evaluation will be done for that bidder who is non-compliant.

**b) Price Quote:**

- 1) The price quote figure/amount shall be quoted in the financial bid only and not in the Technical Bid.

Signature of the Bidder



- 2) No price quote figure/amount shall be quoted in the supporting online Documents to be submitted in technical bid.
  - 3) If Price offer is enclosed in the online Technical bid then the intending Bidder/vendor is liable to be technically disqualified.
- c) **Payment Terms:** Payment will be made only after satisfactory completion of the milestone as per the defined Scope upon raising the Bill invoice.
- d) **Order Cancellations:**  
The Company reserves its right to cancel the order in the event of one or more of the following conditions:
- If execution of work order is delayed by more than 2 weeks.
  - Serious discrepancy in support SLA noticed during the contract period.
  - In addition to the cancellation of work order, Company reserves the right to claim the damages from the vendor.
- C. Validity of bid:** As mentioned under the heading “**Validity of the bid**”, in General Conditions, it is clarified that this tender is a Service Contract and accordingly the rates will be valid for a minimum period of **2 (Two) years** and the supplies / Service will have to be made as per the orders placed from time to time. During this period of two years, there shall be no increase in rates.
- D.** Special instructions to Bidders for e-Tendering are given in the **Annexure D**.

*(To be printed on Bidder's Company Letter Head)*

**Annexure -1**

**Compliance Sheet**

<b>Sr. No.</b>	<b>Particulars / Milestones</b>	<b>Location</b>	<b>Compliance (Y/N)</b>
1	Appreciation training on CMMI V2.0 for Maximum 25-40 participants	Mumbai & Delhi	
2	High Maturity Workshop for maximum 25-40 appraisal participants	Mumbai & Delhi	
3	Training on completion of Foundation for Capability Course + Building Development Excellence Course + High Maturity Concepts for maximum 10 Appraisal participants	Mumbai & Delhi	
4	Consultant Visit for Review and Monitor the performance (Define, document, handholding and support for fine tuning process deployment)	Mumbai & Delhi	
5	Readiness Review (Gap analysis & Action Plan)	Mumbai & Delhi	
6	Evaluation Equivalent Appraisal	Mumbai & Delhi	

Signature of the Bidder

**PART III**

**COMMERCIAL E-BID FORM**  
**(To be printed on Bidder's Letter Head and submit online)**

Date:

The Vice President (IT),  
UTI Infrastructure Technology And Services Limited,  
Plot 3, Sector 11, CBD Belapur,  
Navi Mumbai 400 614

Sir,

**Sub: Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal  
for Software Development & Maintenance**

We are interested in getting our Company selected in your organization as a Service Provider for the **Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal**.

We have read and understood and agree and accept the Scope of Work and Terms and Conditions as given in the tender information for the selection of Service Provider for the tender "**Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal for Software Development & Maintenance for UTIITSL**". We have been given all the required information from UTIITSL. We certify that we are eligible as per Terms and conditions as mentioned in the Tender document.

We understand that the Cost comparative statement will be prepared for the said items and L1 will be evaluated and decided on the basis of our eligibility on the points under the Eligibility Criteria for Pre-Qualification, Technical Qualification and the most competitive and the **lowest rate** quoted by participating and eligible bidders.

In case of any ambiguity between arithmetic calculations, the rates will be considered correct and the amount will be derived on the basis of the rates quoted and the quantity originally mentioned in the Tender.

The deployment/ commissioning of services will be done as per Scope of Work specification and Terms and Conditions laid down by UTIITSL in their RFQ notice/ intimation.

Signature of the Bidder

**COMMERCIAL BID FORM (Contd.)**

**Scope “A”: CMMI-ML5 V2.0 Consultancy and SUSTENANCE Appraisal**

<b>S/N</b>	<b>Particulars / Milestones</b>	<b>Number of days/per year</b>	<b>Cost in INR/per year</b>
1	Appreciation training on CMMI V2.0 for Maximum 25-40 participants	2 Days (4 Sessions)	
2	High Maturity Workshop for maximum 25-40 appraisal participants	3 Days (6 Sessions)	
3	Training on completion of Foundation for Capability Course + Building Development Excellence Course + High Maturity Concepts for maximum 10 Appraisal participants	4 Days (one time cost, as and when required)	
4	Consultant Visit for Review and Monitor the performance (Define, document, handholding and support for fine tuning process deployment)	5 days per quarter (for each locations)	
5	Readiness Review (Gap analysis & Action Plan)	7 Days for each location	
6	Evaluation Equivalent Appraisal	5 Days	
7	ATM Fees and Benchmark Appraisal, if any	10 Days (one time, as per actual)	
<b>Total Cost for Scope “A” exclusive of all taxes</b>			

\*The number of days is for Mumbai and Delhi location each

It has further been noted and agreed upon that:

1. The above mentioned total cost would be same and applicable for the second year (June 2024 to June 2025) also with same terms and conditions and scope of work.
2. Payment terms are as per Part-II Tender document, Section B “Other General Instructions” Clause “c”.
3. The above price quoted is exclusive of all the applicable taxes, and any other outgoing payable to any authority like, GST as per applicability. The rate is exclusive of any other present or future outgo (for the period of contract) by whatever name called. All such outgoings shall be reimbursed on showing the proof of payment to the respective authorities. Income Tax will be deducted at source.
4. The quote is inclusive of additional expenses such as domestic travel, accommodation, subsistence, and local conveyance, communication for

Signature of the Bidder

consultants, and Lead Appraisers as may be required during the tenure of implementation and execution of the assignment.

Signature :

Name :

Designation :

Company Seal/Stamp :  
(Bidder's Authorized Signatory)

PAN Number of the bidder:

Signature of the Bidder

**“Technical Bid”**

**Sender Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_  
Vice President (IT),  
UTI Infrastructure Technology And Services Limited  
Plot No.3, Sector 11,  
CBD Belapur,  
Navi Mumbai – 400 614

**Sir,**

**Technical Bid for Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal**

I/We refer to the e-tender released by UTITSL in the Antares e-tender portal on 9<sup>th</sup> May 2023 and I/We/ the undersigned am/are submitting this online bid for **Bid for Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal**, the above mentioned requirement on the terms and conditions as mentioned in the online document as available on the website: **<https://www.tenderwizard.com/UTITSL>**

I/We are a Service Provider/Authorized Consultancy Partner/Solution provider “M/s \_\_\_\_\_” whom I/We represent. The authority letter/Power of Attorney from the agency, I/ We represent is submitted as an online document before the due date.

The detail of the bidder and checklist for submission of bid is as under:

<b>S/N</b>	<b>Description</b>	<b>Details (as applicable)</b>
1	<b>Name of Company</b>	
2	<b>Address</b>	
3	<b>Contact Details:</b>	
	(a) Name of the contact person	
	(b) Telephone no. with STD code	
	(c) Mobile No.	
	(d) Fax No.	
	(e) e-mail	

Signature of the Bidder

4	PAN No. (enclose copy)	
5	GSTIN No. (enclose copy)	
6	Type of the bidder:	
	A) A private business entity, limited company or limited liability partnership or partnership etc.	
	B) Indian Government Company or a Public Sector Undertaking or a Public Sector Bank.	
	C) Indian/ State Government Department or Ministry or Body.	
<b>Online Documents</b>		
7	The bidder should be ISO 9001:2015 certified. <b>This Certificate shall be submitted online along with the Technical bid.</b>	
8	The bidder should have certificate to undertake CMMI Level 5 certification audits from accreditation board. <b>This Certificate shall be submitted online along with the Technical bid</b>	
9	Certificate of Incorporation/Shop establishment Certificate should be submitted. <b>This Certificate shall be submitted online along with the Technical bid</b>	
10	GST Certificate should be submitted. <b>This Certificate shall be submitted online along with the Technical bid</b>	
11	The successful bidder/vendor must have a valid PAN Card. <b>The copy of PAN Card shall be submitted online along with the Technical bid</b>	
12	The intending bidder should be submit self declaration letter stated that the bidder has not been blacklisted/debarred by any Government Department/Agency, Reserve Bank of India, Nationalized bank, or any Public Sector Unit or body or Company in past 5 (Five) years <b>(Format given as Annexure-2). This Self -Declaration Letter shall be submitted online along with the Technical bid.</b>	
13	The successful bidder/vendor should have an established Office located in Mumbai and Delhi locations for Training and Audit arrangements for the respective location falling under the current Audit Scope. <b>(The self declaration letter mentioning the office address shall be submitted online along with the technical bid).</b>	

Signature of the Bidder

14	The turnover of the Company should be of minimum 1 Crore in each of the last 3 financial years <b>(2019-20, 2020-21 &amp; 2021-22)</b> and should be a Profit making organization This must be the individual company turnover and not that of any group of companies. Please do not attach the entire balance sheet or profit and loss statement. <b>The CA/CS Certificate shall be submitted online along with the Technical bid</b>	
15	The successful bidder/vendor should be in existence for at least 5 years with core business line in the area of Capability Maturity Model Integration Audits. <b>(The Copy of Registration certificate and Certificate to undertake CMMI Level 5 (High Maturity) Certification audits from Accreditation board to be submitted).</b>	
16	The successful bidder/vendor should have prior experience on Certification Audits of ISO 9001:2015 & CMMI ML 5. <b>(The Client Satisfactory Certificate or Feedback from at least 5 clients on CMMI Level 5 (High Maturity shall be submitted online along with the technical bid).</b>	
17	The successful bidder/vendor should have experienced and certified professionals on payroll; at least 3 (Three) in Auditing assignment for the Certification of CMMI Level 5 (High Maturity); CVs along with LA qualification certificate on CMMI Level 5 (High Maturity) to be attached; only ISACA approved LA qualification certificate will be considered. <b>(The duly attested certified professional's details along with their CVs from HR Department shall be submitted online along with the technical bid).</b>	
18	The successful bidder/vendor shall preferably be empanelled with Information Systems Audit and Control Association (ISACA) to conduct Benchmark Appraisal, Action Plan Appraisal, Sustenance appraisal & Evaluation Appraisal. <b>(The valid empanelment certificates along with supportive documents shall be submitted online along with the technical bid).</b>	
19	Technical Compliance Sheet <b>(Submit the Compliance sheet as Online Document &amp; sheet given as Annexure-1)</b>	
20	Letter of acceptance of all terms and conditions (Format given as Annexure-3). <b>This Letter shall be submitted online along with the Technical bid</b>	
21	Signing Authority Letter (Format given as Annexure-4). <b>This Letter or Power of Attorney document shall be submitted online along with the Technical bid</b>	

Signature of the Bidder



22	Bank details for return of EMD. <b>(Format given as Annexure-5). The duly filled and signed stamped Annexure-5 shall be submitted online along with the Technical bid.</b>	
23	In case of Bid Security/EMD exempted due to submission of valid MSME and NSIC registration Certificate, the intending bidder/vendor should submit Bid security declaration form online. Format is given in the tender document as Annexure-6. <b>This shall be submitted online along with the Technical bid</b>	
24	Signed copy of tender document. <b>Each and every page of tender document should be signed and submitted online along with the technical bid.</b>	

*(To be printed on Bidder's Company Letter Head)*

**Annexure-2**

**SELF DECLARATION LETTER**

Date: -

To,

The Vice President (IT)  
UTI Infrastructure Technology And Services Limited,  
Plot 3, Sector 11, CBD Belapur,  
Navi Mumbai 400 614

**Subject:** Self Declaration letter regarding "Not Blacklisted"

Dear Sir,

This is with reference to the tender for "**Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal for Software Development & Maintenance**" for UTI Infrastructure Technology And Services Limited, we hereby declare that we have not been blacklisted/debarred by any Government Department/ agency, Reserve Bank of India, Nationalized bank, or any Public Sector Unit or body or Company in the last 5 (Five) years.

For (Name of the Bidder Company)

Authorized Signatory  
(Seal & Stamp)

Signature of the Bidder

*(To be printed on Bidder's Company Letter Head)*

**Annexure-3**

**TO WHOMSOEVER IT MAY CONCERNED**

Date: -

To,

The Vice President (IT)  
UTI Infrastructure Technology And Services Limited,  
Plot 3, Sector 11, CBD Belapur,  
Navi Mumbai 400 614

**Subject:** Letter of Terms & Conditions Acceptance.

Dear Sir,

This is with reference to the tender for “**Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal for Software Development & Maintenance**” due on (Please specify tender due date).

We agree and accept all the terms and condition mentioned in the tender.

For (Name of the Bidder Company)

Authorized Signatory

(Seal & Stamp)

Signature of the Bidder

*(To be printed on Bidder's Company Letter Head)*

**Annexure-4**

**TO WHOMSOEVER IT MAY CONCERNED**

Date: -

To,

The Vice President (IT)  
UTI Infrastructure Technology And Services Limited,  
Plot 3, Sector 11, CBD Belapur,  
Navi Mumbai 400 614

**Subject:** Signing Authority Letter

Dear Sir,

This is with reference to the tender for “**Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal for Software Development & Maintenance**” due on (Please specify tender due date)

We hereby authorize (Name of the bidder's official with designation) to sign the said bid on the behalf of (Name of the Bidder Company).

(In case of company the bidder should submit the copy of Board Resolution providing the name/details of the authorized signatory along with this letter).

For (Name of the Bidder Company)

Authorized Signatory  
(Seal & Stamp)

Signature of the Bidder

*(To be printed on Bidder's Company Letter Head)*

**Annexure-5**

**Bank details for return of EMD**

#	Name of Account Holder	Name of the Bank	Account No	Account Type	Bank branch / IFSC code	MICR Code

Note: This has to be duly signed and stamped by authorized signatory

Signature of the Bidder

(To be printed on Bidder's Company Letter Head)

**Annexure-6**

**BID SECURITY DECLARATION FORM**

Date: \_\_\_\_\_ Tender No. UTIITSL\_73

To

Vice President - IT  
UTI Infrastructure Technology and Services Limited  
Plot No. 3, Sector -11,  
CBD Belapur  
Navi Mumbai -400 614

I/We, \_\_\_\_\_ having PAN NO. \_\_\_\_\_,  
Aadhar No. \_\_\_\_\_, as individual/on behalf of the  
Company/Firm/proprietorship concern, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of \_\_\_\_\_ if I am /We are in a breach of any or all obligations under the bid bearing reference no \_\_\_\_\_ dated \_\_\_\_\_ signed dated \_\_\_\_\_ conditions as follows, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by UTIITSL/Client during the period of bid validity
  - i. Fail or refuse to execute the Agreement within the time period specified in the Tender/Work Order, or
  - ii. Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders within the time period specified in the Tender.
  - iii. Fail or refuse to produce Certificates as per Eligibility criteria
- c) I/We certify/ies that our firm has not been embroiled in any kind of litigation, either instituted by or against the BIDDER, with any Government

Signature of the Bidder

Department/Agency, Reserve Bank of India, Nationalized Bank, or any Public Sector Unit or Company or body, in relation to the contract for Assignment of CMMi-ML5 V2.0 Consultancy and Sustenance Appraisal for Software Development & Maintenance.

I/We understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signed: (insert signature of person whose name and capacity are shown)**

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 2023 (insert date of signing)

Corporate Seal (where appropriate)

Signature of the Bidder

## **Annexure D**

### **Special instructions to Bidders for e-Tendering**

#### **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®. A portal built using Electronic Tender's software is also referred to as **Tender wizard**.

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)
2. Register on Electronic Tendering System® (ETS)
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 Tender wizard.

#### **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 Tender wizard portal: <https://www.tenderwizard.com/UTIITSL>**

Bidders / Vendors need to register on the portal tender wizard. 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/ Tender wizard Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:** If any problems occurs during the use of Tender wizard (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 Tender wizard' manuals has been uploaded in our portal.

<b>Tender wizard Helpdesk</b>	
Telephone/ Mobile	Customer Support: 080-40482000/080-40482121/ 2126/2133 (From 9 AM to 6 PM Monday to Saturday except on Govt. Holidays) Emergency Mobile Number: 9923972175 / 9686115323/ 8879375522
E-mail ID	<b><a href="mailto:utiitsletenders@gmail.com">utiitsletenders@gmail.com</a>,</b> [Please mark CC: <b><a href="mailto:sushant.sp@antaressystems.com">sushant.sp@antaressystems.com</a></b> <b><a href="mailto:raghuprashanth@antaressystems.com">raghuprashanth@antaressystems.com</a></b> <b><a href="mailto:raghuprashanth@etenderwizard.com">raghuprashanth@etenderwizard.com</a></b>
UTIITSL Contact Person	(i) Mr. Madan Lal Sharma (UTIITSL official, Telephone No: 011-49934895, Mob. No. 9015172535 email.id: <a href="mailto:madanlal.sharma@utiitsl.com">madanlal.sharma@utiitsl.com</a> ) (ii) Ms. Taruna Garg (UTIITSL official, Telephone No: 022-67931063, Mob. No. 9322434512 email.id: <a href="mailto:taruna.garg@utiitsl.com">taruna.garg@utiitsl.com</a> )

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

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

**In case of applicable (Offline Submissions), if any, as per tender requirement:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Vice President (IT),  
UTI Infrastructure Technology And Services Limited,  
Plot No. 3, Sector-11, CBD Belapur,  
Navi Mumbai-400614

Signature of the Bidder




The envelope shall bear (Name of the Bid), the tender number and the words '**DO NOT OPEN BEFORE' (due date & time).**

1. Original copy of EMD or / MSME or NSIC Certificate along with Bid Security Declaration form.
2. Original copy of the Signing Authority Letter / Power of Attorney (POA) shall be indicated by written Authorization Letter.


Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

**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>4. Click "<b>Tender Free View</b>" under "<b>Go to Tender</b>" link on the home page.</li> <li>5. 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>6. Click "<b>Submit</b>" to view the results. A list of tenders shall appear on the screen.</li> <li>7. Click  to view the cost free documents.</li> <li>8. Click  to print the detailed tender notice.</li> <li>9. Click  to print the tender notice.</li> </ol>
<b>Login</b>	<ol style="list-style-type: none"> <li>10. Open any Browser (Microsoft Internet Explorer or Mozilla Firefox).</li> <li>11. 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>12. Vendor should have User id, Password and Class III digital signature to participate in the tender online.</li> <li>13. Enter the website using user id, password and digital signature.</li> <li>14. Click "<b>UnApplied</b>" (if open tenders) to view / apply for new tenders.</li> <li>15. 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>16. To attach the additional documents to any tender click "<b>Document Library</b>" and upload the same.</li> <li>17. 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>

Signature of the Bidder

<b>Download Documents</b>	<p>18. Click  <b>“Edit Attachment”</b> to view the tender documents which are received by the user.</p> <p>19. Tender document screen appears.</p> <p>20. 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>21. 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>22. Click <b>“Update EMD Details”</b> to feed the EMD details and upload the scanned EMD.</p> <p>23. 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>24. 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>25. 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>26. 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>27. Provide all the mandatory documents required for the tender.</p>
To Submit the Tender	<p>28. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender.</p> <p>29. Note down / take a print of Acknowledgement copy once it displayed on the screen</p>
To Participate for the Opening	<p>30. Tender opening event can be viewed online.</p> <p>31. Competitors bid sheets are available in the website for all the participated bidders.</p>

**Minimum Requirements at Bidder’s End**

1. Computer System with good configuration (Min PIV, 1 GB RAM, Windows7 or above)
2. Dedicated Broadband connectivity
3. Microsoft Internet Explorer 7.0 or above
4. Class III Digital Signature Certificates.

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