

# **UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED**

## **Name of the Bid: Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System**

### **General Information**

UTI Infrastructure Technology And Services Limited (UTIITSL) 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.tcil-india-electronictender.com> 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 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 individual letters / emails are sent regarding this.

The tender document consists of 3 parts:

#### **I) General Conditions**

#### **II) Special Conditions**

#### **III) Bid Form**



**PART – I**  
**General Conditions**

1. **Name of the Bid:** Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System
2. **Important Dates :**

**Last Date/Time of procuring of official copy of Tender Document:**

To be able to participate in this tender, interested bidders are required to officially procure the tender document from <https://www.tcil-india-electronictender.com> before 5:00 pm on 30<sup>th</sup> January, 2017.

**Last date and time of raising the queries on the tender documents:** The last date and time of raising the queries is before 3:00 p.m. on 20<sup>th</sup> January, 2017.

**Last Date/Time of uploading of tender bids:** The last date of receipt of tender bids is upto 3:00 pm on, 31<sup>st</sup> January, 2017. After this time, no bids can be uploaded.

**Date of Online opening of the tender bids:** The tenders will be opened on the same day i.e. the last date of the receipt of the tenders, at 3:30 pm. It is to be noted that the offline documents will be checked first to know if the specified offline documents are available and thereafter the bids will be opened. The process will start by opening the offline documents.

3. **Name and Address for the submission of the offline documents (documents in Hardcopy):** The documents should be addressed to “**Deputy Vice President (IT)**, UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400 614” and deposited in the specified Tender Box at this address by the due date and time of submission in a sealed envelope. Envelope containing the documents must be superscribed as **Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System.**

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 contain all information asked for except prices. The TECHNICAL BID should include all items with complete specification as per the set up / solution proposed by the prospective bidders. The Technical bid should not contain any price information.

4. **Bid Security / Earnest Money Deposit (EMD):** The tender should be accompanied by a Demand Draft / Pay Order / Banker’s Cheque



as Earnest Money Deposit (non-interest bearing) of Rs.5,000/-(Rupees Five Thousand Only)

The Earnest Money Deposit should be paid by way of Demand Draft/ Pay Order in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

For unsuccessful bidders, the same instrument may be returned without encashing. However, the Bid Security / EMD of successful bidder will be returned on completion of project.

This Bid Security / EMD should be kept in a separate cover **superscripted as “Bid Security / EMD”** and kept into the envelope containing offline documents.

If the Bid Security / EMD is not submitted then UTIITSL reserves the right to reject the bid.

The Bid Security / EMD may be forfeited if the bidder fails to honour the terms and conditions of work order placed on the basis of the tenders or does not start the work or does not supply the goods or does not render the services or fails to enter into an agreement, as the case may be, which in the opinion of UTIITSL may delay or adversely affect the contract. Bid Security / EMD may also be forfeited if bidder fails to provide the correct pass-phrase.

5. **Bank Guarantee:** For successful bidder/s, a Bank guarantee of appropriate amount as decided by UTIITSL will have to be given by the bidder at the time and date specified by UTIITSL. The Bid Security / EMD would be returned thereafter.
6. **Validity of the bids:** Generally, the bids will be valid for a period of Ninety days (90 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 one year, extendable by mutual consent for one more year. The agreement which would be entered into with the 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 **OEM/ OEM Authorized Channel Partner / Solution 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) **duly executed by the bidder as offline document**, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTIITSL. This POA shall empower the representative for 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 Organisation for whom the bid is submitted.

8. **Conditions for offline documents sent by post/courier:** The offline documents may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the documents sent by post, failing which the tender may be treated invalid:
  - A. Offline Documents should be preferably sent by Speed Post or Registered Post or by depositing in the "Offline Documents Box".
  - B. Documents duly superscribed, should be sent only to the address mentioned as above, (i.e. **"Deputy Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400 614"**), if sent by Speed Post or Registered Post.
  - C. Acknowledgement will be given to Department of Post only for documents sent by Speed Post and Registered Post.
  - D. UTIITSL takes no responsibility for any tender not submitted in time.
  - F. UTIITSL takes no responsibility for offline documents not reaching at all.
  - G. UTIITSL takes no responsibility for offline documents received in torn, opened or mutilated conditions. Such documents may not be accepted at all and are liable for rejection.
  - H. In case of offline documents received in proper condition by UTI ITSL, the role of UTI ITSL is limited and restricted to putting the same in the appropriate "Offline Documents Box" if the aforesaid documents are received in time as stipulated in the conditions laid out.
  - I. It is, therefore, advised that prospective bidders should deposit the offline documents directly in the "Offline Document Box" to avoid any delay in submission or to avoid any tearing / accidental opening during sending by post.



- J. Envelope, containing offline documents should be superscribed as advised above. Envelopes, which are not superscribed, or not addressed may not be considered.
- K. Envelopes, which are not addressed properly, may not be considered.
9. **Caution:** This is to be remembered that this is an e-tender and any tender document like bid, etc. if physically deposited in the "Offline Documents Box" would not be considered. The bid would be only considered when it is e-tendered. The physical offline documents are the supporting documents which cannot be uploaded and therefore be deposited in the "Offline Documents Box", however, **in no case should the bid per se may be deposited in the tender box.**
10. 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.
11. **The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the 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 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.**
12. **The price quote figure / amount shall be quoted in the financial bid only and not in the Technical Bid.**
13. **No price quote figure/ amount shall be quoted in the supporting Offline Documents which are to be deposited in hard copy.**
14. In the **offline documents** all the over writings should be duly authenticated by signing beside such over writings. Any cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
15. The bid form which is to be filled by the bidder should be taken from the web site **<https://www.tcil-india-electronictender.com>** 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 in the form, then it is liable to be



considered invalid.

16. Interpretation and decision by UTITSL on the terms of the tender will be final and binding.
17. All the conditions of the tender and the advertisement in the press (if advertisement released) will form a part of the agreement.
18. UTITSL reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. UTITSL 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.
19. **Pre-bid Meeting:** There is no Pre-bid Meeting for this tender. The queries should be submitted online on the website <https://www.tcil-india-electronictender.com>. And the answer to all the queries raised by any prospective Bidders would be uploaded on the website <https://www.tcil-india-electronictender.com>. The last date of receiving queries would be 20<sup>th</sup> January 2017, afterward which 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, UTITSL 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.tcil-india-electronictender.com> and will be binding on the bidders.
  - b) The bidders are requested to regularly visit the website: <https://www.tcil-india-electronictender.com> 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.

**20. The process:**

- a. The Technical bids would be declared opened at 3.30 p.m. on the last day of submission of Bids.
- b. A Tender Opening Committee of the officials of UTITSL would be formed for opening of the bids.
- c. The bid would be opened in simultaneous online presence of intending bidders.
- d. The Financial Bid will not be opened on the day of opening of Technical Bids.
- e. After declaration of opening of the technical bids, an



evaluation of the technical eligibility of the Bidders would be carried out by the UTIITSL 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.

- f. Thereafter, the date of opening of the Financial Bid will be intimated to the qualified bidders only. This would be informed through the posting on the website <https://www.tcil-india-electronictender.com>
- g. No separate intimation would be sent. The bidders are advised to regularly visit the aforesaid website.
- h. 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.
- i. The Financial Bids would be opened in simultaneous online presence of intending bidders.
- j. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.

21. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should generally be **exclusive** of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be exclusive of any taxes. The Service Tax, GST, if applicable now, or if made applicable in future, would be on account of UTIITSL. TDS as applicable will be deducted by UTI ITSL.

Similarly, wherever applicable, Octroi and local taxes (entry tax, road permit) should be mentioned at actuals.

22. **Central Excise:** Only in case of the applicability of the excise duty, the bidder/ vendor merely by filling the tender form confirms if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.
23. **Insurance:** The insurance for the work carried out upto the stage of handover or insurance for the goods to be supplied upto 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 of any liability on the part of UTIITSL.

UTIITSL may at its discretion take insurance policy and deduct



the amount from the payment to the bidder/vendor. However, this does not absolve the bidder of his responsibility of not taking the requisite insurance policy as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.

24. The liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder / vendor would be responsible for any loss before taking over by UTIITSL.
25. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, 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 and the bidder is advised to follow the prescribed safety norms.
26. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTIITSL reserves the right to reject the tenders.
27. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
28. UTIITSL reserves the right:
  - 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 adhoc 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.



29. **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.
30. **Testing:** UTITSL reserves the right to get the material tested at the cost of the vendor/bidder.
31. **Samples:** Wherever required, the bidders are advised to acquaint themselves with the samples and specifications before bidding to have more clarity. For this, they may contact the designated officer to whom the tender has to be submitted as per the address given herein above.
32. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience of not less than two years in the same area as put to bid, for supply/service to other organizations of repute. UTITSL 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.
33. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies 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., Sales Tax / VAT / Central Excise and with any other authorities as per requirement should be available with the vendor and be produced as and when required.

Consequences of insufficient permissions / licenses or compliances on



the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTIITSL of any or all such consequences.

34. **Blacklisting/Debarring:** The bidder 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. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
35. **False Information:** In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then UTIITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.
36. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non-compliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
37. **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.
38. **Extension of contract:** As stipulated by UTIITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by UTIITSL.
39. **Readiness:** The Agency should ensure that the manpower/ machine/materials are 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.
40. **Delay:** The supply and installation period stipulated is **Three Weeks** from the date of work order. If the agency 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.

41. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
42. **Penalty:** UTIITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be one percent of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.
43. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTIITSL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from UTIITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.
- As also UTIITSL reserves the right to terminate this 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.
44. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTIITSL. The volume indicated is for one year or the period specified in the work order / tenders. The work order would be more specific and binding.
45. **Confidentiality:** The Agency shall maintain strict confidentiality 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 Agency.

**Only if applicable** to this tender, the Agency should certify in writing that the design / colour scheme of 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 Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTIITSL should be with the agency once the work is over on a daily basis.

46. **Usage of data / documents / information : Only if applicable** to this tender, the Agency 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 will be safeguarded and the Agency shall take all necessary actions to protect UTIITSL's, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. 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 will continue to be in force even if the agreement between the vendor / bidder/agency is terminated with UTIITSL.
47. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTIITSL. Apart from the above, UTIITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
48. **Essence of contract:** The Vendor shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services or supply of goods 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 security deposit and in which case, there shall not be any claims for damages against UTIITSL by the Vendor. 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 Vendor in default. The Vendor shall also indemnify UTIITSL against any loss, damage, expenses, costs etc, incurred by UTIITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.
49. **Jurisdiction:** All matters pertaining to the present bid / tender /



quote, shall be subject to the jurisdiction of the courts in Mumbai only.

50. **Submission of bills:** The 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, by 10th of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTIITSL by the end of the month or earlier. 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 bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

51. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for 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.
52. **Nomenclature:** In the said 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 also.
53. **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.
54. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.



55. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.
56. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.
57. 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 to 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 rate 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.



## **PART II – SPECIAL CONDITIONS**

**A. Scope of work and other Conditions:** The Selected vendor would have to supply, install, configure and test all the Fingerprint Based Biometric Time and Attendance Recording System with associate Software / Drivers / Licenses at our specified UTIITSL Offices (Please refer Annexure-6). The Vendor would have to assist for data (Fingerprint) capturing and storage activity for commissioning of the setup. The participating bidder shall note that UTIITSL has 2 (Two) such Fingerprint Based Biometric Time and Attendance Recording System “Make/Model: ESSL U990”, installed at our Corporate office situated at CBD Belapur, Navi Mumbai and proposed Fingerprint Based Biometric Time and Attendance Recording System would have to be integrated with our existing systems and attendance database to be managed / maintained centralized at our Corporate Office at CBD Belapur, Navi Mumbai only. The Attendance Server will be provided by UTIITSL kept centrally at CBD Belapur, Navi Mumbai and all the Biometric Time and Attendance System from all UTIITSL offices will be connected over the UTIITSL local Network to our Central Attendance Server. The participating bidder shall note that proposed system should not have any compatibility issue with our existing system for managing attendance database centrally in attendance server. UTIITSL has our in-house HRMS software and we need customized solution to push the data in a particular format to our Internal HRMS software. The bidder should also include Interface software license for 2500 users and Metal box to secure biometric machine. UTIITSL will provide power point and network connectivity along with network cable.

The selected vendor has to provide onsite support for both hardware and software related problem during the warrant support period at the specified locations i.e. New Delhi, Chennai, Kolkata, Hyderabad, Bangalore, BKC Mumbai and Navi Mumbai, where the Fingerprint Based Biometric Time and Attendance Recording Systems are installed.

All the necessary software / licenses should be provided Genuine along with the Fingerprint based Biometric Time and Attendance Recording System.

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

**a) Eligibility Criteria:**

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



- The Bidder should have the valid OEM authorization Letter to Sale and Support the specified range of Manufactured IT products from OEM. A letter to be submitted to UTITSL from the OEM stating that the Bidder is authorized to Participate in the said tender. The OEM authorization letter not required if OEM directly participate in the tender. **This Letter shall be submitted online alongwith the Technical bid.**
  - Certificate of Incorporation / Shop establishment Certificate and Service / Sales Tax Certificate should be attached. **This Certificate shall be submitted online alongwith the Technical bid.**
  - The turnover of the Company should be minimum 10 Lakh in each of the last three financial years – CA/ CS Certificate should be attached. **This CA / CS Certificate shall be submitted online alongwith the Technical bid.**
  - The 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. **This Letter shall be submitted online alongwith the Technical bid.**
  - Service Tax or Sales Tax registration Certificate. **This Certificate shall be submitted online alongwith the Technical bid.**
  - Letter of acceptance of all terms and conditions. **This Letter shall be submitted online alongwith the Technical bid.**
  - Signing Authority Letter. **This Letter or Power of Attorney document shall be submitted offline alongwith the Technical bid.**
- b) Vendor should provide only one Make and Model of the proposed requirement in the proposal. Please note that we have specified the technical specification for the equipment desired and it is expected that a make/model with required functionalities as outlined should be offered by the bidder. Multiple options for the requirement will not be entertained and it is expected of the **bidder to give us the appropriate (Make / Model) equipment at the most reasonable rate.**
- c) Purchase order will be issued as and when the requirement arises. In case there is any further reduction in price of the Hardware/Software, the benefit should be passed on to UTITSL.
- d) The bidder shall provide a complete **5 (Five) years onsite comprehensive warranty** on the said Fingerprint based Biometric Time and Attendance Recording System with Fingerprint from the date of installation. This period shall cover



all parts, labour and consumable item if any. **The Proof of OEM Service and back to back warranty for the complete 5 (Five) years has to be provided by successful bidder from OEM in the name of UTIITSL.**

- e) **Cost Price for Comparison : No cost either on parts or for labour or for visit charges or for anything will be paid extra for a period of Five year from the date of installation i.e. everything has to be inbuilt with the cost of the equipment and this is the cost which would be compared for ascertaining L1.**

Example:

For Fingerprint Based Biometric Time and Attendance Recording System:

Suppose the cost of the Fingerprint Based Biometric Time and Attendance Recording System is Rs. A

Suppose the cost of all the applicable taxes for Fingerprint Based Biometric Time and Attendance Recording System is Rs. B

Suppose the labour, installation and other services etc for Fingerprint Based Biometric Time and Attendance Recording System is Rs. C

Suppose the comprehensive cost for warranty the said Fingerprint Based Biometric Time and Attendance Recording System over the period of Five year **inclusive of all the material (inclusive of consumables, if any) and labour** and any other support is Rs. D

Total Cost of Fingerprint Based Biometric Time and Attendance Recording System = A+C+D

We would consider the Total Cost = A+C+D that will be compared to evaluate the lowest bidder.

B will be considered to be reimbursed at actual on the basis on the proof rendered/invoice.

- f) **Payment Terms:** the payment would be made on receipt of invoice and Installation reports duly signed by UTIITSL. The invoice shall be raised with proper tax break-up detail which will be duly verified by UTIITSL officer. At the time of successful Installation and commissioning: **90% of Total Cost** as explained above, Payment will be released only after the delivery, successful installation and integration of the said Devices at specified location.

The balance 10% payment would be made after the expiry of warranty period.



**OR**

Against submission of Bank Guarantee from Scheduled Commercial Bank, for an equivalent amount valid for the period till the warranty expiration.

The payment will not be released for any part-shipment or short shipment.

**These payment terms will not be changed. The vendors are required to quote on above said payment term only.**

- g) The vendor/ bidder shall be responsible for delivery and installation and maintenance of the equipment which is ordered at for making fully operational at no additional charges as per scope of work
- h) There are no consumables extra.
- i) UTIITSL reserve the right to increase or decrease the quantity and locations depending on requirement. Vendor should agree to execute the order with the same agreed terms and conditions.
- j) Purchase order will be issued as and when the requirement arises. In case there is any further reduction in price of the said equipment, the benefit should be passed on to UTIITSL.
- k) The order would be executed in phased manner or may be split into multiple vendors. The vendor has to supply and install the said Equipments as and when required by UTIITSL at the agreed price
- l) The vendor shall warrant that all equipments supplied under the contract are new, unused and of the most recent or current model and shall incorporate all latest improvements in design and materials. Undertaking Certificate will be attached for reference. The vendor shall further warrant that the equipments supplied under the contract shall have no defect arising out of faulty design, inadequate and / or inferior materials or workmanship or from any act of omission of the vendor, when used under normal use of the supplied goods in the conditions prevalent in India.
- m) **Support Terms:**  
The vendor should clearly adhere to the following support terms
  - 1. Direct onsite comprehensive support between 9:00A.M to 6:00P.M from Monday to Saturday on the supplied equipments should be available by the OEM with maximum permissible downtime as specified in Clause 2 below.



2. In case of a downtime beyond 12 hours, the vendor would have to arrange for standby / replacement of parts to ensure that the work is not held up for more than 24 hours.
3. In case call is not attended / completed as in all above 1 and 2 clauses then the penalty of ₹200/- (Rupees Two Hundred Only) per day (24 hours) would be deducted till the call is completed. The penalty amount would be charged by raising invoice.

n) **Order Cancellations:**

The Company reserves its right to cancel the order in the event of one or more of the following conditions:

- Delay in delivery and Installation beyond Four (4) weeks of the date of the purchase order.
  - Serious discrepancy in products noticed during the post-delivery inspection.
  - In addition to the cancellation of purchase order, Company reserves the right to claim the damages from the vendor.
- o) In the event of likely termination of production of spare parts / consumables, the bidder should stock up such parts / consumables.
- p) UTIITSL shall inform the change in delivery schedule via mail and additional time would be given for installation as per the mail.

**B. Delivery and Installation:** The supply, installation and required configuration period stipulated is **Three Weeks** from the date of work order. In case of equipments to be delivered, it is clarified that the delivery will be at the doorstep of UTIITSL office (The Delivery and Installation locations mentioned in Annexure-6).

The bidders quote would be inclusive of the loading, transportation, insurance and unloading of such equipments.

For maintenance services to be rendered the services will be at any of the place across the country and maintenance service would have to be rendered directly from OEM or its Authorized Service Partners only.

**C. Right to place the orders in parts:** As indicated above, UTIITSL reserves the right to place the orders in parts with more than one vendor at L1 rates without assigning any reason whatsoever to anyone for the distribution of the work. The decision of UTIITSL will be final in the distribution.

**D. Validity of bid:** As mentioned under the heading “Validity of the bid”, in General Conditions, it is clarified that this tender is a



rate contract and accordingly the rates will be valid for a minimum period of one year and the supplies will have to be made as per the orders placed from time to time. During this period of one year, there shall be no increase in rates.

**E. Unit Rate:** The Unit Rate is indicated above in the schedule of Quantity.

**F.** The Selected Vendor will carry out all kind of Civil and Wiring work during the installation of Fingerprint Based Biometric Time and Attendance Recording System. The Selected Vendor would have to complete the installation and integration of Biometric Time and Attendance System with centralized management of Attendance database at our Corporate Office situated at CBD Belapur, Navi Mumbai. The Attendance Server will be provided by UTIITSL kept centrally at CBD Belapur, Navi Mumbai and all the Biometric Time and Attendance System from all UTIITSL offices will be connected to our Central Attendance Server over the UTIITSL local Network. UTIITSL will provide power point and network connectivity along with LAN cable.

**C. Right to place the orders in parts:** As indicated above, UTIITSL reserves the right to place the orders in parts (Part Quantity / Part Work) with more than one vendor at L1 rates without assigning any reason whatsoever to anyone for the distribution of the work. The decision of UTIITSL will be final in the distribution.

**E. Technical Compliance sheet (Specification and quantity) is given in the Annexure -1**



**(Bidders are requested to submit this form on Bidders Letter head)**

**Fingerprint based Biometric Time and Attendance Recording System Compliance Sheet:**

<b>Technical Specification</b>	<b>Compliance (Y / N)</b>	<b>Qty</b>	<b>Brand</b>
Biometric Time & Attendance Recording with Fingerprint		<b>12</b>	<b>Indian/MNC</b>
Proposed new fingerprint Biometric System have no compatibility issue with our existing fingerprint Biometric System “ESSL U990” for managing attendance database centrally in attendance server			
UTIITSL has our in-house HRMS software. The bidder has to include customized solution to push the data in a particular format to our Internal HRMS software.			
Proposed Device should be compatible with our existing interface software in use with our existing device, if not then Interface Software shall be supplied along with proposed device. Interface software to be supplied should be compatible for integration of proposed device with our existing device.			
Attendance data file Format to be generated from system shall be in .txt format			
Template management / storage capacity should be of minimum 2500 finger prints			
Interface software license for 2500 users			
Transaction storage capacity should be minimum 50000 logs			
5 (Five) Years OEM back to back Onsite Comprehensive Warranty for Hardware and Software			



## **PART III**

### **COMMERCIAL BID FORM**

(Bidders are requested to submit this form on Bidders Letter head)

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

Date:

Sir,

#### **Sub: Bid for Supply of Fingerprint based Biometric Time and Attendance Recording System**

This is with reference to your tender due on 31<sup>st</sup> January 2017. We are interested in getting our Company / firm empanelled in your organization for **Supply of Fingerprint based Biometric Time and Attendance Recording System.**

We have read and understood the details as given in the tender information (Part I and Part II) regarding the Scope of Work and Terms and Conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTIITSL. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms are attached herewith. We understand that L 1 will be decided by UTIITSL as per the terms indicated.

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 supply of equipments will be done as per the Make / Model and specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

An Bid Security / EMD of Rs.5,000/- (Rupees Five Thousand only) is enclosed.

Signature of the Bidder



## PRICE QUOTE

**Table -1 for Fingerprint Based Biometric Time and Attendance Recording System:**

Specify Brand for Fingerprint based Biometric Time and Attendance Recording System: \_\_\_\_\_

Specify Model for Fingerprint based Biometric Time and Attendance Recording System: \_\_\_\_\_

<b>Make / Model</b>	<b>Specifications</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Amount in Rs.</b>
Fingerprint based Biometric Time and Attendance Recording System	Fingerprint based Biometric Time and attendance Recording System with template management / storage of Minimum 2500 fingerprints & transaction storage capacity of minimum 50000 logs.  -“Metal box” to secure biometric machine is included in the quoted cost.	12		
	The Interface Software License for 2500 users and customized solution to push the data in a particular format to our Internal HRMS software.			
	5 (Five) Years OEM back to back Onsite Comprehensive Warranty Support for Hardware and Software.			
	Delivery, Installation, Configuration, Commissioning , Any Accessories and other Software Licenses (If Any)			
<b>Total Amount for procurement with 5 (Five) years onsite comprehensive warranty from the date of Installation exclusive of all taxes (INR)</b>				
<b>Total Amount in Words:</b>				

For payment terms, refer Part –II Tender document clause no. A (f)

Price quoted for Supply of Fingerprint based biometric Time and Attendance Recording System is exclusive of all the taxes.

Thanking you,

Signature of the Bidder



Yours faithfully,

Signature of Authorized Person

PAN Number of the agency

Signature of the Bidder



**Successful Bidder to print on their Letter Head**  
**To be submitted at the time of work order**

**Annexure - 2**

The Deputy Vice President (IT)  
UTI Infrastructure Technology And Services Ltd  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai.  
Dated: - \_\_\_\_\_

Sub: Undertaking of Authenticity for Fingerprint based Biometric Time and Attendance Recording System and Software Licenses

Ref: 1. Your Purchase order no.: \_\_\_\_\_ Dated: - \_\_\_\_\_  
2. Our Invoice no.: \_\_\_\_\_ Dated:-  
\_\_\_\_\_

With reference to the Supply of Fingerprint based biometric Time and Attendance Recording System and Software Licenses, being supplied / quoted to you vide our Invoice no. \_\_\_\_\_ cited above,

We hereby undertake that the above Hardware /Software /Licenses shall be original new only from the OEMs of the products and that no refurbished/duplicate/second hand Hardware /software/License are being used or shall be used.

We also undertake that in respect of the Hardware /software /License if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e g Product Keys on Certification of Authenticity in case of Software and also that it shall be sourced from the Authorized source (e g Authorized Original Equipment Manufacturer).

Should you require, we hereby undertake to produce the Certificate from our OEM supplier in support of above undertaking at the time of delivery and installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the hardware /software /License already built, we agree to take back the Hardware/software /License without demur, if already supplied and return the money if any paid to us by you in this regards.

We (OEM) also take full responsibility of Hardware/ software and Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller SL etc.

Authorized Signatory  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Place: \_\_\_\_\_  
Date: - \_\_\_\_\_

Signature of the Bidder



**“Technical Bid”**

**Senders name & address:**

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Dated: \_\_\_\_\_  
Deputy Vice President (IT),  
UTI Infrastructure Technology And Services Limited  
Plot Number-3, Sector-11,  
CBD Belapur, Navi Mumbai – 400 614

**Sir,**

**Technical Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System**

I/We refer to the e-tender released by UTITSL in the TCIL e-tender portal on 10<sup>th</sup> January, 2017 and I/We/ the undersigned am/are submitting this online bid for **Supply of Fingerprint Based Biometric Time and Attendance Recording System**, the above mentioned requirement on the terms and conditions as mentioned in the online document as available on the website: **<https://www.tcil-india-electronictender.com>**

I / We are an OEM / OEM Authorized Channel Partner / Solution provider “M/s\_\_\_\_\_ Whom I / We represent. The authority letter/ Power of Attorney from the agency, I/ We represent is submitted as a offline document in hard copy before the due date at the above address.

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

<b>Description</b>	<b>Details (as applicable)</b>
<b>Name of Company</b>	
<b>Address</b>	
<b>Contact Details:</b>	

Signature of the Bidder



(a) Name of the contact person.	
(b) Telephone no. with STD code	
(c) Mobile No.	:
(d) Fax No.	:
(e) e-mail	:
PAN No. (enclose copy)	
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.	
Technical Compliance Sheet <b>(Submit the Compliance sheet as Online Document &amp; sheet given as Annexure -1)</b>	
Turnover for each of the last three financial years: (Should be minimum 10 Lakh each year). [Provide a certificate from CA/CS] <b>(Submit the Certificate as Online Document)</b>	
Self declaration letter for bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. <b>(Submit the Self Declaration Letter as Online Document &amp; format given as Annexure - 3)</b>	
Letter of Acceptance of all terms and conditions <b>(Submit the Letter as Online Document &amp; Format attached as Annexure - 4)</b>	
Certificate of Incorporation / Shop Establishment Certificate <b>(Submit the Certificate as Online Document)</b>	
Service Tax or Sales Tax Registration Certificate <b>(Submit the Certificate as Online Document)</b>	



OEM Authorization letter: A letter to be submitted To UTIITSL from the OEM stating that the Bidder is authorized to Participate in the said tender <b>(Submit the Letter as Online Document)</b>	
Bid Form (Tender Document) <b>(Submit the Signed and Stamped tender document as Online Document)</b>	
Signing Authority Letter / Power of Attorney (POA) <b>(Submit the Signing Authority Letter as Offline Document &amp; format given as Annexure - 5) or Power of attorney may be a standard document of Bidder company</b>	
Pass Phrase to decrypt the bid <b>(Submit the Pass Phrase as Offline Document)</b>	
Bid Security / EMD (Earnest Money Deposit) <b>(Submit the Bid Security / EMD as Offline Document)</b>	



**SELF DECLARATION LETTER**

Date: -

To,

The Deputy Vice President - IT  
UTI Infrastructure Technology and Services Limited  
Plot No. 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 “Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System” 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.

For (Name of the Bidder Company)

Authorized Signatory  
(Seal & Stamp)



**TO WHOMSOEVER IT MAY CONCERNED**

Date: -

To,

The Deputy Vice President - IT  
UTI Infrastructure Technology and Services Limited  
Plot No. 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 “Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System” due on (Please specify tender due date).

We are agreeable to all the terms and condition mentioned in the tender.

For (Name of the Bidder Company)

Authorized Signatory

(Seal & Stamp)



**TO WHOMSOEVER IT MAY CONCERNED**

Date: -

To,

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

**Subject:** Signing Authority Letter

Dear Sir,

This is with reference to the tender for “Bid for Supply of Fingerprint Based Biometric Time and Attendance Recording System” 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).

For (Name of the Bidder Company)

Authorized Signatory  
(Seal & Stamp)



**Annexure - 6****Indicative UTIITSL Corporate, Regional and other offices located across the country**

<b>S/N</b>	<b>Locations</b>	<b>Branch Address</b>
1	CBD Belapur	UTI Infrastructure Technology And Services Ltd Plot No 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614
2	BKC	UTI Infrastructure Technology And Services Ltd Infrastructure Division, UTI Tower, Gn Block, Ground Floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051
3	NRO-New Delhi	UTI Infrastructure Technology and Services Limited 1/28 Sunlight Building , Asaf Ali Road, New Delhi -110002
4	ERO-Kolkata	UTI Infrastructure Technology And Services Ltd. 29, N S ROAD, GROUND FLOOR, Opp. Gilander House & Standard Chartered Bank, Kolkata - 700001
5	SRO-Chennai	UTI Infrastructure Technology and Services Ltd. D-1, First Floor, Thiru -Vi-Ka Industrial Estate, Guindy , Chennai -600032.
6	Hyderabad	UTI Infrastructure Technology and Services Ltd, Surabhi Arcade 1st Floor 5-1-664, 665, 669, Bank Street Hyderabad - 500 001
7	Bangalore	UTI Infrastructure Technology And Services Ltd. IRCS Branch, KSFC Bhavan,NO 1/1, Thimmaiah Road,Vasanth Nagar, Bangalore - 560052



**Check list for submission of Bids**

<b>Forms for Submitting Bid</b>	<b>Yes / No</b>
1. Superscription on the envelope	
2. Signature on all the pages conveying the acceptance of all terms and conditions	
3. Check if all the required documents have been submitted.	
4. Bid Form (Tender Document)	
5. In case the bidder is a non-individual, then the letter authorizing the signatory to sign the tender documents must be enclosed. This letter would be on the Bidders Letter Head	



## **Annexure -D**

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

#### **General**

The Special Instructions (for e-Tendering) supplement the 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.tcil-india-electronictender.com>**

through TCIL, a Government of India Undertaking. This portal is based on the software from ElectronicTender®. A portal built using ElectronicTender® software is also referred to as ElectronicTender System® (ETS).

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

#### **Instructions**

#### **Tender Bidding Methodology:**

##### **Sealed Bid System**

- Single Stage Two Envelope

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

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender - Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS.  
Note: Official copy of Tender Documents is distinct from downloading a Free Copy of Tender Documents. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - . Query to UTIITSL (Optional)
  - . View response to queries posted by UTIITSL.
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
  - . Opening of Technical Bid-Part
10. Post-TOE Clarification on ETS (Optional)
  - . Respond to UTIITSL Post-TOE queries
11. 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 ETS.

#### **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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## Registration

To use the ElectronicTender® portal:

**<https://www.tcil-india-electronictender.com>**

Vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the Supplier Organization link under Registration (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ETS User-Guidance Center located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to Essential Computer Security Settings for Use of ETS and Important Functionality Checks should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241071 / 1072 / 2464 (From 10 AM to 6 PM Monday to Friday except on Govt. Holidays) Emergency Mobile Numbers: +91-9868393775, 9868393792
E-mail ID	ets_support@tcil-india.com [Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a> ]

UTIITSL Contact Person	(i) Mr. Rajinder Kumar (UTIITSL official, Telephone No: 022-67931288 / 1292, Mob. No. 9892593339 email.id: rajinder.kumar@utiitsl.com
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## Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part
- Submission of digitally signed copy of Tender Documents/ Addendum



**Offline Submissions:**

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.

Deputy Vice President (IT),  
UTI Infrastructure Technology And Services Limited,  
Plot Number 3, Sector-11,  
CBD Belapur,  
Navi Mumbai-400614

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 the Bid Security / EMD in the form of a Demand Draft / Pay Order / Banker's Cheque as Earnest Money Deposit (non-interest bearing)
2. Original copy of the Signing Authority Letter / Power of Attorney (POA) shall be indicated by written Authorization Letter.
3. Pass-Phrase to decrypt the relevant Bid-Part.

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

**Special Note on Security and Transparency of Bids:**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter functionality, the contents of both the ~~Electronic Forms~~ and the ~~Main-Bid~~ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ~~password~~ a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms and the ~~Main-Bid~~ the contents of the Electronic Forms shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ~~Pass-Phrase~~ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.



Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to UTIITSL Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ~~P~~ublic Online Tender Opening Event (TOE)q Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Every legal requirement for a transparent and secure ~~P~~ublic Online Tender Opening Event (TOE)q including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating biddersqrepresentatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ~~P~~ass-Phraseqas submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ~~T~~ender Opening Eventqis therefore replaced with this superior and convenient form of ~~P~~ublic Online Tender Opening Event (TOE)q

ETS has a unique facility of ~~O~~nline Comparison Chartqwhich is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ~~M~~inutes of Online Tender Opening Event (TOE)qcovering all important activities of ~~O~~nline Tender Opening Event (TOE)q This is available to all participating bidders for ~~A~~iewing/ Downloadingq

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through ~~E~~TS User-Guidance Centerqis available in three categories . Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ~~D~~ate and Time of Closure of Procurement of Tender Documentsqand ~~L~~ast



Date and Time of Receipt of Bids Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ~~Official Copy~~ of Tender Documents should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ~~Free Copy~~ of Tender Documents. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ~~Annul Previous Submission~~ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ~~ONLY IF~~ your ~~Status~~ pertaining Overall Bid-Submission is ~~Complete~~. For your record, you can generate and save a copy of ~~Final Submission Receipt~~. This receipt can be generated from 'Bid-Submission Overview Page' only if the ~~Status~~ pertaining overall Bid-Submission is ~~Complete~~.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows7 or above)  
Broadband connectivity  
Microsoft Internet Explorer 6.0 or above  
Digital Certificate(s)