

UTI Infrastructure Technology And Services Limited

Bid for Supply of IT Consumable Items

General Instructions

1. **Name of the Bid:** Bid for supply of IT Consumable Items
2. **Date of Issue of Tender documents:** The Tender documents can be downloaded free of cost from the website www.utiitsl.com from 05th January, 2011.
3. **Last Date of receipt of sealed tender bids:** upto 3:00 pm on 25th January, 2011.
- 4.
5. **Date of Opening:** On the last date of receipt of the bids at 3:30 pm. All the bidders are invited for the tender opening.
6. **Address of the submission of the bids:** The bids should be addressed to “Assistant Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614” and deposited in the specified Tender Box at this address by the due date and time.
7. **Earnest Money Deposit (EMD):** The tender should be accompanied by Earnest Money Deposit (non-interest bearing) of Rs.15,000 (Rupees Fifteen Thousand Only) 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 unencashed. The EMD of successful bidder will be returned on the receipt of a Bank Guarantee. If the EMD is not enclosed then UTIITSL reserves the right to reject the bid. The EMD may be forfeited if the bidder fails to honor the terms and conditions of work order placed on the basis of the tenders.
8. **Bank Guarantee:** For successful bidder/s a Bank guarantee of appropriate amount as decided by UTIITSL will have to be given before the work order is placed.
9. **Superscription:** The envelope containing the tender must be superscribed as “**Bid for supply of IT Consumable Items**”

If the tender is not superscribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised

that the tender be superscribed as above and deposited in the tender box kept for the purpose at the address given.

10. **Validity of the bids:** Generally, the bids will be valid for a period of sixty days (60 days) from the date of opening of the financial bid for acceptance. However, in this case of rate contract, the rates will be valid for the period **till 31-March-2012**. 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.
11. **Authorized Signatory:** The bid can be forwarded by owner or owner's representative. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by UTIITSL, otherwise the offer will be considered null and void at any stage as per the decision of UTIITSL.
12. **Conditions for tenders sent by post:** The tenders may also be sent by post to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
 - A. Tender should be sent by Speed Post or Registered Post or by depositing in the specified Tender Box only. Tenders sent through any other means may not be considered at all.
 - B. Tender should be sent only to the address as given above in the name of the person specified i.e. **“Assistant Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614”**.
 - C. Acknowledgement will be given to Department of Post only for tender sent by Speed Post and Registered Post.
 - D. Tender should be superscribed as advised above (in para 8 above). The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTIITSL.
 - E. UTIITSL takes no responsibility for any tender not reaching in time.
 - F. UTIITSL takes no responsibility for tender not reaching at all.

- G. UTIITSL takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.
- H. In case of tenders sent by post, the role of UTIITSL is limited and restricted to put in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.
- I. It is, therefore, advised that prospective bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post.
- J. Tenders, which are not super scribed, may not be considered.
- K. Tenders, which are not addressed properly, may not be considered.
13. **Delivery:** In case of goods / items to be delivered within the stipulated period of **3 days from the date of work order**, it is clarified that the delivery will be at the doorstep of UTIITSL offices located at Mumbai and Navi Mumbai, order will be placed from CBD Belapur Navi Mumbai office and the bidders quote would be inclusive of all the loading, transportation, insurance and unloading of such goods.
- In case of services to be rendered, the services will be at the offices of UTI Infrastructure Technology And Services Ltd located at Mumbai and Navi Mumbai.
14. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should be inclusive of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be inclusive of any other present or future outgo (for the period of contract) by whatever name called. The Service Tax, if applicable now, or if made applicable in future, would be on account of the bidder/vendor.
15. **Central Excise :** The bidder/ vendor merely by filling the tender form confirms that the payment to the central excise would be on his account and that if required under the tender, they would get registered with Central Excise. Merely by filling in the tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract.
16. **Insurance:** The insurance would have to be taken by the bidder. 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.

17. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the EMD/ the Bank Guarantee given may be forfeited or 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.
18. **Right of Rejection:** UTIITSL reserves the right to reject all / any quotations without assigning any reasons.
19. **Right to place the orders in parts:** UTIITSL reserves the right to place the orders in parts with more than one vendor at L1 rates (in any of the options for any or all of the items put to tender) without assigning any reason whatsoever to anyone for the distribution of the work. **Vendor should submit the quotation for the items mentioned. Please note that multiple options for the single item will not be entertained.** The decision of UTIITSL will be final in the distribution.
 - (a) The **L1 for each item for tender received** will be determined. It is clarified that **all the items in the tender will have to be quoted.** UTIITSL will award the work on the basis of the lowest rates quoted for each of the items quoted.
 - (b) UTIITSL reserves the right to place the order with L1 & L2 vendors for the respective items. These vendors will be L1 and L2 vendors for that item and the order will be divided in the ratio of 60% to L1 and 40% to L2 on the L1 rates.
 - (c) For each of the items, the applicable rates for the order given to L2 will be of L1 vendor. If L2 vendor is not agreeable to L1 rates then the 40 % order will go to L3 vendor on L1 rates or if L3 also disagrees to L1 rates then to any other vendor as per their ranking on L1 rates. If none agrees to L1 rate then the order for 40% will also be confined to L1 vendor.
 - (d) In the event, two or more of vendor / suppliers / agencies / bidder have quoted the same and are all L1 then they will be considered of same ranking and then the order will be divided equally without placing any order to L2 vendor. In the event any of such L1 vendor is not agreeable to supply then the remaining L1 vendor will be considered normal L1 vendor with 60 % quantum of order and the 40% will placed to L2 and so on as mentioned above. As also if there is a tie

for L2 position then the 40% will be divided equally between all L2 vendors who are agreeable for L1 rates and so on.

(e) In the event of vendor / suppliers / agencies / bidder have quoted the same then they will be considered of same ranking.

20. **Testing:** UTIITSL reserves the right to get the material tested at the cost of the vendor/bidder.
21. **Samples:** The bidders are advised to acquaint themselves with the samples before bidding to have more clarity. For this, they may contact Assistant Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614.
22. **Eligibility:** The bidder should adhere to the eligibility criteria, if specified. In any case, they should have prior experience of carrying out such work/rendering such services/supplying such materials to other organizations of repute and UTIITSL reserves the right to check their credentials with the organizations they have been associated with.
23. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The agency/contractor is required to follow all the statutory acts as may be applicable for such type of work which may also involve manpower. 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. 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.
24. **Blacklisting/Debaring:** 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.
25. **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.

26. **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 / any other statutory permission whatsoever required to carry 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.
27. **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. After the period of expiry, the agreement can be extended on mutual consent for a further period as stipulated by UTIITSL. However this option can be exercised only by UTIITSL.
28. **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 is not interrupted / delayed irrespective of volume of work.
29. **Delay:** 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.
30. **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. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified.
31. **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. This penalty would be more clearly specified in the agreement to be entered into.

32. **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.
33. **Volume of work:** Volume is only indicative and the same may vary as per the requirement of UTIITSL. This volume is approximately for a period **till 31-March-2012**.
34. **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.

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.

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.

35. **Usage of data / documents / information :** The Agency shall ensure that the documents , data, information etc are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL. 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.
36. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency 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.

37. **Time is the 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. Hence provision of services / supply / goods as per quality in time is the essence of the contract. Not adhering to the time 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, 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.
38. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
39. **Submission of bills:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and any relevant documents as specified by UTIITSL from time to time, by 10th of every month 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. Applicable TDS, etc. will be deducted at source as per rules.
40. **Inspection:** UTIITSL reserves the right to depute its Officers, Auditors, 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, as decided by UTIITSL on periodic basis also.
41. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the supplier have the same meanings with reference to the context.
42. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication will be liable to be rejected.

43. **Unit Rate:** In the Bid Form where quantity has not been specified, the vendors are advised to quote the rates per unit.
44. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
45. Any clarifications desired by any vendor in connection with any part of this proposal may be sought from the DoIT on the phone number: 022- 67931288/ 1292, or write e-mail to shahid.akhtar@utiitsl.com and prashant.bhide@utiitsl.com till **18th January, 2011** after that any issue of clarification will not be entertained.
46. The Bidders are requested to check our web site www.utiitsl.com regularly for any Amendments / modification in the said tender.



COMMERCIAL BID FORM

(Bidders are requested to submit this form (pages from 10-14) on Bidders Letter Head Only)

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

Date:

Sir,

Sub: Bid for Supply of IT Consumable Items

This is with reference to your tender due on 25th January, 2011. We are interested in getting our Company / firm empanelled in your organization as **Bidder for supply of IT Consumable Items**.

We have read and understood the details as given in the tender information regarding the Scope of Work and Terms and Conditions for the selection of **Bid for supply of IT Consumables** and the same are acceptable to us. We have been given all the required information from UTIITSL. We have seen the sample of all the items. We certify that we are eligible as per the said Terms. The duly signed copies of all the tender pages are attached herewith.

An EMD of Rs.15,000/- (Rupees Fifteen Thousand only) is enclosed.

We understand that separate cost comparative statement will be prepared for different items and L1 will be decided on basis of lowest rate quoted for that item.

We know that the rates of all the items have to be quoted.

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 item will be done as per the specification mentioned in the tender form.

Annexure - 1

The following is the list of consumable items for which the price has to be quoted for **new**.

No.	Items	Appx. Qty Annually	Unit Rate	Total Amount
A	B	C	D	E = C X D
1	<u>COMPUTER PRINTER RIBBONS</u>			
A	Epson LQ 1050/1070	25 nos.		
B	Epson LQ 2070+	15 nos.		
2	<u>INK JET CARTRIDGES</u>			
A	HP C-6614 D Black	05 nos.		
B	HP C-6615 D Black	05 nos.		
C	HP C-6625 A Color	05 nos.		
D	HP C-8765 Z Black	30 nos.		
E	HP C-8766 Z Color	20 nos.		
	HP DESKJET 1000 SERIES PRINTER			
F	HP C-4810 A Black (Print heads)	05 nos.		
G	HP C-4811 A Cyan (Print heads)	05 nos.		
H	HP C-4812 A Magenta (Print heads)	05 nos.		
I	HP C-4813 A Yellow (Print heads)	05 nos.		
J	HP C-4814 A Black	15 nos.		
K	HP C-4815 A Cyan	15 nos.		
L	HP C-4816 A Magenta	15 nos.		
M	HP C-4817 A Yellow	15 nos.		
	HP Photosmart All-in-One C309a Printer			
N	HP 862 Black	50 nos.		
O	HP 862 Photo Black	50 nos.		
P	HP 862 Cyan	50 nos.		
Q	HP 862 Yellow	50 nos.		
R	HP 862 Magenta	50 nos.		
	Epson stylus Photo 900 Printer			
S	Epson T007 Black	05		
T	Epson T009 Color	05		
3	<u>TONER CARTRIDGE</u>			
A	HP 92298 X	10 nos.		
B	HP Q2612 A	200 nos.		
C	HP Q3960 A Black	12 nos.		
D	HP Q3964 A Drum	10 nos.		
E	HP Q3971 A Cyan	12 nos.		

No.	Items	Appx. Qty Annually	Unit Rate	Total Amount
F	HP Q3972 A Yellow	12 nos.		
G	HP Q3973 A Magenta	12 nos.		
H	Konica Minolta PagePro 1400W Printer Toner	15 nos.		
I	Samsung ML-1640 Printer (MLT – D108S)	60 nos.		
J	HP LaserJet 6P (3903F)	05 nos.		
K	Samsung SCX 4100	05 nos.		
4	<u>DAT CARTRIDGE 125M (12x24 GB)</u>			
A	Fujifilm	1200 nos.		
B	HP	1200 nos.		
C	Imation	1200 nos.		
D	Sony	1200 nos.		
5	<u>DAT CARTRIDGE 150M (20x40 GB)</u>			
A	Fujifilm	300 nos.		
B	HP	300 nos.		
C	Imation	300 nos.		
D	Sony	300 nos.		
6	<u>4mm CLEANING CARTRIDGE</u>			
A	Fujifilm	60 nos.		
B	HP	60 nos.		
C	Imation	60 nos.		
D	Sony	60 nos.		
7	<u>DLT TAPE IV</u>			
A	Fujifilm	120 nos.		
B	HP	120 nos.		
C	Imation	120 nos.		
D	Sony	120 nos.		
8	<u>DLT CLEANING TAPE</u>			
A	Fujifilm	12 nos.		
B	HP	12 nos.		
C	Imation	12 nos.		
D	Sony	12 nos.		
9	<u>LTO TAPE (Ultrium 100/200)</u>			
A	Fujifilm	85 nos.		
B	HP	85 nos.		
C	Imation	85 nos.		

No.	Items	Appx. Qty Annually	Unit Rate	Total Amount
D	Sony	85 nos.		
10	<u>LTO TAPE (Ultrium 200/400)</u>			
A	Fujifilm	180 nos.		
B	HP	180 nos.		
C	Imation	180 nos.		
D	Sony	180 nos.		
11	<u>LTO TAPE (Ultrium 400/800)</u>			
A	Fujifilm	100 nos.		
B	HP	100 nos.		
C	Imation	100 nos.		
D	Sony	100 nos.		
12	<u>LTO TAPE (CLEANING Ultrium)</u>			
A	Fujifilm	15 nos.		
B	HP	15 nos.		
C	Imation	15 nos.		
D	Sony	15 nos.		
13	<u>FLOPPY BOX 1.44 MB</u>			
A	Fujifilm	05 Box		
B	HP	05 Box		
C	Imation	05 Box		
D	Sony	05 Box		
14	<u>CDR With Half Round Cover</u>			
A	HP	3000 nos.		
B	Imation	3000 nos.		
C	Moserbaer	3000 nos.		
D	Sony	3000 nos.		
15	<u>DVD – R (4.7 GB) with Half Round Cover</u>			
A	HP	300 nos.		
B	Imation	300 nos.		
C	Moserbaer	300 nos.		
D	Sony	300 nos.		
16	<u>Pen drive</u>			
A	Kingston 4 GB	30 nos.		
B	Kingston 8 GB	20 nos.		

The following is the list of items for which, the price has to be quoted for **Refilling**.

No.	Items	Appx. Qty Annually	Unit Rate	Total Amount
A	B	C	D	E = C X D
1	<u>COMPUTER PRINTER RIBBONS</u>			
A	Epson LQ 1050/1070/	30 nos.		
B	Epson LQ 2070	30 nos.		
2	<u>INK JET CARTRIDGES</u>			
A	HP C-6614 D Black	06 nos.		
B	HP C-6615 D Black	06 nos.		
C	HP C-8765 Z Black	120 nos.		
3	<u>TONER CARTRIDGE</u>			
A	HP 92298 X	06 nos.		
B	HP Q2612 A	400 nos.		
C	Konica Minolta PagePro 1400W Printer Toner	06 nos.		
D	Samsung ML-1640 Printer (MLT – D108S)	30 nos.		
E	HP LaserJet 6P (3903F)	10 nos.		
F	Samsung SCX 4100	10 nos.		

Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
<ol style="list-style-type: none"> 1. EMD of ₹.15,000/- 2. Letter of Acceptance of all terms and conditions. 3. Bid Form (Tender Document) 4. Signing Authority Letter (In case of Vendor Representative are sign the document) 5. Price Offered (Annexure -1) 	<p>On the Bidders Letter Head</p> <p>On the Bidders Letter Head</p> <p>Price offered for the equipments should be submitted only in the relevant form. Offer not submitted in the prescribed format given in Annexure -1 liable to be summarily rejected.</p>