

ANNEXURE A
UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Bid for Printing & Supply of FAQ Banners.

General Instructions

1. **Name of the Bid:** Bid for Printing & Supply of FAQ Banners.
2. **Date of Issue of Tender documents:** The Tender documents can be downloaded free of cost from the website www.utiitsl.com from 05th October, 2010.
3. **Last Date of receipt of sealed tender bids:** upto 3:00 pm on 21st October 2010.
4. **Date of Opening:** On the last date of receipt of the bids at 3:30 pm on 21st October 2010. All the bidders are invited during opening of tenders.
5. **Address of the submission of the bids:** The bids should be addressed to "Assistant Vice President (Admin), 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.
6. **Earnest Money Deposit (EMD):** The tender should be accompanied by Earnest Money Deposit (non-interest bearing) of Rs.5,000/- (Rupees Five 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 UTI ITSL reserves the right to reject the bid. The EMD may be forfeited if the bidder fails to honour the terms and conditions of work order placed on the basis of the tenders.
7. **Bank Guarantee:** For successful bidder/s a Bank guarantee of Rs.5000/- amount as decided by UTI ITSL will have to be given before the work order is placed.
8. **Superscription:** The envelope containing the tender must be super-scribed as "**Bid for Printing & Supply of FAQ Banners.**"

If the tender is not super-scribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be super-scribed as above and deposited in the tender box kept for the purpose at the address given.
9. **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 case of rate contract, the rates will be valid for a period of minimum **ONE** year.
10. **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

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along with this offer or when demanded by UTI ITSL, otherwise the offer will be considered null and void at any stage as per the decision of UTI ITSL.

11. **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 (Admn), 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 UTI ITSL.
 - E. UTI ITSL takes no responsibility for any tender not reaching in time.
 - F. UTI ITSL takes no responsibility for tender not reaching at all.
 - G. UTI ITSL 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 UTI ITSL 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.
12. **Delivery:** In case of goods / items to be delivered, it is clarified that the delivery will be at the doorstep of UTI ITSL office at the address “UTI Infrastructure Technology And Services Ltd, (at Navi Mumbai Belapur Office) and the bidders quote would be inclusive of the loading, transportation, insurance and unloading of such goods.

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The items will have to be delivered free of cost to the UTI ITSL office within 5 days from finalization of the artwork, without fail as instructed by UTI ITSL from time to time.

13. **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. TDS as applicable will be deducted by UTI TSL.
14. **Right of Rejection:** UTI ITSL reserves the right to reject all / any quotations without assigning any reasons.
15. **Right to place the orders in parts:** UTI ITSL reserves the right to place the orders in parts with more than one vendor in ratio of 60:40 at L-1 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. Though not binding, generally the distribution will be as given below:

Ranking	Rate	Percentage Allocation
L1 (1 st lowest)	L1 rate	60%
L2 (2 nd lowest)	L1 rate	40%

A) If the bidders have quoted the same rates then there can be more than one bidder of the same ranking. Hence in such case of a tie i.e. if there are more than one bidders quoting the same rate and falling in the same ranking then the percentage allocation will be divided equally. For Eg. If there are two bidders at L1 rates, the job allocation will be 50% each to both the vendors and the L2 vendor will cease to exist. In case if there are 3 bidders at L1 rates the job allocation will be equally distributed among 3 L1 vendors and there will be no L2 vendor and so on. Also, in case if there are 2 or 3 bidders at L2 rate, the 40% job allocation will be equally distributed among each vendor at L1 rates and so on.

16. **Testing:** UTI ITSL reserves the right to get the material tested at the cost of the vendor/bidder.
17. **Samples:** The bidders are advised to acquaint themselves with the samples before bidding to have more clarity. **The bidders should enclose the sample piece of material with quotes.** For this, they may contact Assistant Vice President (Admn), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614.
18. **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.

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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.

19. **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.
20. **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 UTI ITSL 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.
21. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period ONE YEAR from the date of placing the order. Any additional quantity required will have to be supplied at the same rates (L1 rates) during this period. In case, the selected vendor backs out, UTI TSL reserves the right to forfeit the EMD amount / Bank Guarantee submitted by the vendor & levy suitable penalty as deemed fit by UTI ITSL.
22. **Delay:** If the agency does not start the work or if it is felt at UTI ITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTI ITSL 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.
23. **Right to reject the work/ service which is not as per the specifications or the terms:** UTI ITSL 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. UTI ITSL reserves the right to reject the items of brand other than specified.
24. **Penalty:** UTI ITSL 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.

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25. **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 UTI ITSL 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 UTI ITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.
26. **Volume of work:** Volume is only indicative and the same may vary as per the requirement of UTI ITSL. The volume indicated is for one year.
27. **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 UTI ITSL. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTI ITSL'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 UTI ITSL 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 UTI ITSL.
28. **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 UTI ITSL. Apart from the above, UTI ITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
29. **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 UTI ITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTI ITSL by the Vendor. Further the UTI ITSL 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 UTI ITSL against any loss, damage, expenses, costs etc, incurred by UTI ITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.
30. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
31. **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 UTI ITSL 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 UTI ITSL by the end of the month. Applicable TDS, etc. will be deducted at source as per rules.

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32. **Inspection:** UTI ITSL reserves the right to depute its Officers, Auditors, Income Tax Officials 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 UTI ITSL to help UTI ITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, as decided by UTI ITSL on periodic basis also.
33. **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.
34. **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.
35. **Unit Rate:** In the Bid Form where quantity has not been specified, the vendors are advised to quote the rates per unit.
36. UTI ITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.

Scope of Work and Other Conditions:

1. The bids are invited for **Printing & Supply of FAQ Banners at CBD Belapur, Navi Mumbai** with the following specifications.

Job Specification:

Item	FAQ in English.
Quantity	2000 Qty.
Material	Non Tear-able LD Foam Banner (Glossy Sheet) as per the sample.
Size	4'X 2'.
Thickness	600 Gauges.
Artwork	Single (ONE) Artwork
Colour	Black & Red color font.
Finishing	Eyeleting on 4 corners.
Delivery Charges	Delivery should be free of cost at Belapur (Navi-Mumbai).

2. There will be **ONE** artwork as per the format.
3. The vendor / agencies / suppliers shall provide the services as per and within stipulated time. Hence time, quality and specified quantity are the essence of the order. Not adhering to the time schedule and quality and quantity shall enable UTI ITSL to rescind the order and in which case there shall not be any claims for damages against UTI ITSL by the vendor/ supplier/ agencies.

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BID FORM

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

Date:

Sir,

Sub: Selection of Vendors for Printing & Supplying of FAQ Banners.

This is with reference to your tender due on 21st October, 2010. We are interested in getting our Company/firm empanelled in your organization for **Printing & Supply of FAQ Banners.**

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 vendors for **Printing & Supply of FAQ Banners** and the same are acceptable to us. We have been given all the required information from UTI ITSL. We have seen the sample of the items. We certify that we are eligible as per the said Terms. The duly signed copies of the terms are attached herewith. An EMD of Rs.5,000/- (Rupees Five Thousand only) is enclosed.

The Banners will be provided as per the specifications mentioned in the tender form and the rates quoted by us are as per following details.

Price quoted for Printing and Supply of 1 FAQ Banner, inclusive of all the taxes (Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes mentioned under serial number 13 of the tender)
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Rupees _____ Paise _____ (In figures)

Rupees _____ Paise _____ (In words)

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

Thanking you,

Yours faithfully,

Signature of Authorized person