



ITI LIMITED

CIN NO.L32202KA1950GOI000640

Annexure - I

Form No.:XPR14/M2/0995/24

**ISO 9001:2008
ACCREDITED**

TERMS AND CONDITIONS FOR SUBMISSION OF INDIGENOUS TENDER (Inland)

ENCLOSURE TO ENQUIRY NO:.....

1 SUBMISSION OF TENDERS:

- A. This is only an enquiry to quote and not an order. This enquiry is not transferable.
- B. Tenders must be submitted **online** only ON <https://itilimited.euniwizarde.com>
- C. Bid must be submitted in two parts for Technical & Commercial.
- D. The party may indicate whether they fall under purview of MSME Act 2006 and if so the certified copy of relevant registration certificate as a proof may be submitted along with the tender bid.
- E. In case such certificate is not produced at the time of bid, party will not be considered to be falling under this category.**

NOTE:

- a. Tenders should submit on the above portal on or before the due date and due time.
- b. Technical bid & commercial bid both should be uploaded on the portal separately in the prescribed excel format available on portal.
- c. Please submit your offer ONLINE. Offer should have commercial condition and technical details.
- d. The validity of offer should be for a minimum period of 90 days from the opening date of tender.

2 OPENING OF TENDERS:

Tenders against enquiries will be opened ONLINE on THE DUE DATE OF THE TENDER itself / the next Working day i.e., onAt 11.00 Hrs.(INDIAN STANDARD TIME).

3 LATE OFFERS:

After due date and time system will not allow to enter quote/offer by itself.

NOTE:

- a. Submit your quote ONLINE – in advance to avoid Auto- disqualification by the system.
- b. If you are not in a position to quote, for any reason please communicate the same without fail to enable us to keep you on our vendor list.
- c. Please indicate the Sl. No. and Code/Description exactly as per our enquiry. Any substitute or alternate code quoted should be clearly stated. In case the item quoted is under obsolescence, the same may be indicated with best last date of P.O. and supply feasibility.

4 PRICES:

- a. Prices must be per unit as called for in the enquiry and should be on F.O.R. ITI Works basis only and inclusive of insurance & un-loading charges. In such an event while tabulating the offers, insurance is not to be reckoned and should include weather proof packing adequate to withstand transshipment damages. Local supplier's offers should be on F.O.R. delivery at our Stores in our Plant.
- b. ITI, under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price .
- c. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
- d. In case of an order on you, the ordered rate should be firm till the completion of the order. Please

note that any variation in price due to variation in statutory levies will be absorbed by the supplier.

However, for variation beyond 5% due to variation in statutory levies, the burden of price increase / advantage of price decrease will be shared equally between ITI and the supplier.

- e. Vendors should deliver the material to ITI-Stores in Naini Plant irrespective of whether they are Bangalore based or from outstation. Out station vendors can make use of their local representative/ Courier Service / Surface transport on door delivery basis to deliver the material at ITI-STORES. ITI will not take the responsibility of clearing the goods from the carriers go down / office / railway station / airport etc.
- f. If ITI Ltd, Naini wishes to enter into Large Range Contract (LRC), the bidder shall give his willingness for LRC.

5 STATUTORY LEVIES:

- a. All applicable statutory levies like Sales Tax, Excise Duty etc., should be separately indicated with the current rate applicable, otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from Statutory levies other charges like handling, P and F etc., will not be paid by us.
- b. In case of sales tax exempted delivery, authorisation letter from the competent authority should be enclosed along with the quote ON LINE.
- c. In case of your absorbing the sales tax portion, the same be specified clearly in the quotation itself and not after the tender opening, which otherwise will be treated as post-tender correction and would disqualify your quote.
- d. In case of statutory levies like Sales Tax, Excise Duty, Surcharge etc., are modified, the same has to be intimated to ITI immediately.

6 MODVAT RELIEF:

- a. We are eligible to avail the credit of Excise Duty paid on items procured for manufacturing Tele-communication equipments under MODVAT RELIEF scheme. Hence "Invoice Cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no ED will be reimbursed by us.
- b. Invoices should be in the prescribed form and have all particulars as per the Central Excise Rules and notifications as amended from time to time, particularly Assessor code, Range Division, rate and amount of duty debited and debit particulars.
- c. Agents/Distributors, on whom an order is placed should also produce Invoice Cum Gate Pass as per the procedure laid down by Central Excise Rules and notifications issued from time to time. They should get registered with Central Excise authorities where ED is being passed on.

7. TERMS OF PAYMENTS:

- a) ITI Preferred Payment Terms: Normal Terms of Payment (NTP) i.e. 60 days credit from the date of receipt of the material at our stores. All the bank charges of payment will be borne by vendor
- b) For any variation in payment terms quoted by different vendors, loading in the comparative statement will be made suitably.
- c) **In the event of short supply and/or wrong supply, the supplier has to bear all expenses to complete the supply as per PO terms. Till supply completion as per PO terms, payment will be kept in abeyance.**
- d) **NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.**
- e) In case you fall under MSME category, please mention the same in all your quotations/invoices indicating also certificate number.

8. INSPECTION:

- a. ITI reserves the right to restrict the ordering to 2 or 3 vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with maintained and proven Quality Assurance Systems.
- b. We are planning to reduce inspection time with self certification scheme for the vendors who keep up good quality leading to "ship to stack system".
- c. Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing centre authorised by us.
- d. We or our representative including our customer may if required preliminarily inspect the product at vendor's

premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials conforming to our specifications/drawings/requirements are supplied.

- e. The supplies shall be from the latest batch of production. Batch Number should be indicated on the components / packet / test certificate and accompanying delivery challan / test certificate.
- f. Test Certificate / check list should accompany each supply consignments without test certificate are liable for Rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days prior notice for completing the necessary under GST Act. You should make arrangements to collect the material either personally, or through your authorised representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

9. **SAMPLES:**

Those tenderers who have not supplied the materials against any of our earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples.

10. **WARRANTY/ consistent performance:**

Please note that we are an ISO 9001:2008 accredited company. All our Equipment warranty should be as called in the Tender specifications. Within this warranty period, if any of your component / subsystem is found defective during trial run or otherwise, the same is to be replaced free of cost immediately by you.

11. **GENERAL:**

- a. We reserve the right to accept or reject any or all offers and order full or part quantities or cancellation thereof without assigning any reason whatsoever. Successful tenderer only will be intimated by post through/email/letter of intent/firm orders. Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender Correction shall render their tenders liable for summary rejection.
- b. ITI Naini reserves the right to split Quantity/Services at ordered rates accepted by L1 bidder to meet the supply schedule / maintain uninterrupted services in view of the capacity of L1 bidder. Distribution of quantities for ordering to the selected bidders against tender - The quantity shall be distributed in the ratio between 60:40 to 70:30 between L1 and L2 in case order is to be given to two bidders. In case if the order is to be placed on three selected bidders, the guiding ratio would be 50:30:20 for L1, L2 & L3 bidders. More than three bidders may be considered in case of larger volume or in case of capacity restriction. However ITI, reserves the right to depart from the above guidelines for distribution of quantity amongst successful bidders depending upon the urgency and other factors prevailing at the time of deciding the bid.

12. **DELIVERY SCHEDULE:**

- a. Please indicate minimum LEAD TIME REQUIRED, manufacturing capacity and the quantity that can be reserved for us.
- b. **Liquidated Damages Clause**
Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.

13. **Security deposit: Vendor/Bidder must submit Security Deposit @2% of tender value or maximum Rs. 5 Lakh before issuing of PO. PO will be awarded only after submission of Security Deposit in the form of DD in favor of ITI Ltd. Naini, Prayagraj. SD shall be returned to the Vendor within 30 days after successful execution of PO.**

14. **PBG:** N/A

15. **LOCAL REPRESENTATION:**

Please indicate your local representative's/ Authorised person address, telephone, Telex No. Fax No., Pager No. /E-mail address the person to be contacted, in the offer on your letterhead.