



ITI LTD MANKAPUR , DIST: GONDA-271308 (U.P.) INDIA

TENDER ID NO EB362202

Date: 12.07.2022

DUE Date: 02-08-2022 (11:00 Hrs IST)

Tender Opening Date: 02-08-2022 (11:30 Hrs. IST)

Venue of Tender opening:- “COMPUTER DIVISION” ITI Ltd., Mankapur

SUB: Tender enquiry (Inland) for procurement of ABS Body for ONT23 components

Please quote your lowest rates and best delivery terms in the prescribed excel format available on <http://www.itiltd.euniwizarde.com> for the following items on the General terms and conditions (Inland/Import) enclosed here with. **No hard copies will be entertained in any manner.**

Bidders have to submit quotes in two parts as below: -

SL NO	TYPE OF BID	BID DOCUMENTS
01	TECHNICAL BID	NIT Document ,Bid Security Declaration , General Tender Terms & Conditions , Technical Bid Annexure-2
02	FINANCIAL BID (PRICE BID)	PRICE BID_ANNEXURE-1

1. Offers must be submitted their quote online on or before due date. Tender will be opened on opening date after 11:30 AM at following place in ITI Ltd, Mankapur: -

**MANAGER (TENDER CELL),
COMPUTER DIVISION, ITI LTD., MANKAPUR - 271 308,
GONDA, U.P. (INDIA)**

Please refer our site <https://itilimited.euniwizarde.com/>, <http://tenders.itiltd.in/> for detailed information and for submission of bid. For any assistance please contact following-

- Mr. Anand Singh: - Ph No: 09355030602, e-mail: ewizardanand@gmail.com
- Mr. Naveet- 9560364871
- Mr Abhishek-7903269552

2. The detailed General Terms and Conditions (which is an integral part of this tender enquiry) for submission of Tender- Inland, is attached.

Point to point compliance of detailed General Terms & Conditions for submission of tender is must. Otherwise, it will be presumed that the same are acceptable to the bidder.

3.OPENING OF TENDERS:

- Tenders against our Enquiries (Tender ID) shall be opened on Tender Due Date **after 11:30 hrs. IST**. The Tender Opening Date is mentioned in covering letter of NIT.
 - It is to be noted that on the tender opening date, only Technical Bid shall be opened. Successful bidders with Technically suitable parts will be eligible for consideration of their Financial bid for technically suitable parts only. Date of opening of Financial Bid shall be intimated separately to technically successful bidders.**
4. General Terms and Conditions for submission of Tender- Inland (for Indigenous bidder) and Import for Foreign bidder, Price/Commercial Bid (as per Annexure-1), Technical Bid (as per Annexure-2) & Bid Security Declaration are integral part of this tender enquiry .
5. **Point to point compliance of General Terms & Conditions and this NIT for submission of tender is must. Otherwise, it will be presumed that the same are acceptable to the bidder.**

- i. List of items, quantity and description along with Mfg. Part No. are attached herewith at Annexure-“1”.
- ii. Terms of Price :- **FOR ITI MANKAPUR**
- iii. Delivery Required: - 30 days from the date of order

NOTE:- Bidders who are having the required items in stock or can dispatch items within 15 days should quote. Quotes with high delivery time and high MOQ may not be considered.

6. Validity of the offer: - 180 Days.
7. Interested bidders may participate in tender opening.
8. Purchase Orders qty. against above Tendered Qty may vary based on actual need.

9. As GST is implemented, following information is mandatory to mention along with quotation.

- Vendor Name
- Address with e_mail ID & Mob. No. of contact person
- PAN No. along with Photocopy of PAN (for Inland bidders)
- Aadhar No. along with Photocopy of Aadhar (If applicable)
- GST Registration No. with Proof (for Inland bidders)
- List of HSN code of the item they supply etc.
- HSN Code No. against each item

10. a. All applicable statutory levies under GST Act, 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&F etc. will not be paid by us.

- b. In case of your absorbing the GST portion, the same may 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.

11. Bid Security Declaration: - Bidders have to sign **Bid Security Declaration** accepting that if they withdraw or modify their bids after tender opening during period of validity of offer / or after award of Bid contract, they will be suspended for the time specified in the tender documents.

12. LOCAL CONTENT-

‘Local content’ means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I Local Supplier’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content equal to or more than 50% .

‘Class-II Local Supplier’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content more than 20% but less than 50%

‘Non-Local Supplier’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content less than or equal to 20%

20. MARGIN OF PURCHASE PREFERENCE- The maximum extent is 20% to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of Purchase Preference.

21. A. PURCHASE PREFERENCE- Class-I Local Supplier shall get Purchase Preference over Class-II Local Supplier as well as Non Local Supplier as per following procedure.

- (i) Among all qualified bids, the lowest suitable bid will be termed as L1. If L1 is Class-I Local Supplier, the contract for full qty shall be awarded to L1.
If L1 bid is not Class-I Local supplier, 50% of the Tender Qty shall be awarded to L1. Thereafter, the lowest bidder among the Class-I Local supplier will be invited to match the L1 price for remaining 50% qty. subject to the Class-I local supplier's quoted price falls within margin of Purchase Preference and contract for that qty.
- (ii) shall be awarded to such Class-I Local supplier. In Case such Class-I local supplier fails to match L1 price or accepts less than the offered qty., the next higher Class-I Local supplier within the margin of Purchase preference shall be invited to match the L1 price for remaining qty. and so on, and the contract shall be awarded accordingly. In case some qty. is still left uncovered on Class-I Local supplier, then such balance qty may also be ordered on L1 bidder.

B. PURCHASE PREFERENCE- In case of tendered item is not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class-I local supplier" get purchased preference over "Class-II local supplier" as well as "Non local supplier" as per following procedure: -

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier the contract will be awarded to the L-1.
- (ii) If L-1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L-I price subject to Class-I local suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching L-I price.
- (iii) In case such lowest eligible Class-I local supplier fails to match the L-I price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference match the L-1 price, the contract may be awarded to the L-1 bidder.

13. VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content** and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successor can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 19 (e) i to iii below.
- e. The department of expenditure shall issue suitable instructions for the active and smooth operation of this process so that.
 - i. The fact of duration of debarment of violation by any procuring entity or from promptly brought to the notice of the Member-Convener of the standing committee and the department of the expenditure through the concerned ministry/ department or in some other manner.
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with period of debarment is maintained and displayed on website(s).
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading of the website(s) in such a manner that ongoing procurements are not disrupted.

14. Settlement of Disputes & Arbitration-

- a. All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
- b. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- c. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
- d. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the ITI LIMITED Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Gonda, Uttar Pradesh.

- e. The Seller shall continue to perform the contract, pending settlement of dispute(s).
- f. All suits shall be instituted in a court of competent jurisdiction at **MANKAPUR/GONDA** and in case of arbitration; the Indian Arbitration Act 1996 is applicable.

12. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement in India whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered in India with the **Competent Authority. Submission of registration certificate is Mandatory.**

Details of GFR144 are as per clause no 32 & 33 in GENERAL TENDER TERMS CONDITION-IMPORT and clause no 25, 26 in GENERAL TENDER TERMS CONDITION-INLAND.

13. In case of an order, components supplied must be in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the component.

14. **FALL Clause** –In case of an order supplier has to ensure that they have offered the maximum possible discount to ITI Ltd in their Quotation. The prices charged for the items supplied under the order should under no event be higher than lowest prices at which the supplier sells the items of identical description to any other Govt. organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by the supplier is more, ITI Ltd will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

15. Inland Bidders must indicate whether they fall under the purview of MSMED Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with the quotations: -

MSME REGISTRATION Number	WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO	WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO	VALIDITY OF MSME CERTIFICATE UPTO

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category. MSME bidders have to submit the MSME Declaration also as per attached MSME Declaration certificate.

16. **SIGNING OF INTEGRITY PACT (IP):** -Bidders have to submit their confirmation that in case of value of an order, if placed on them exceeds in equivalent Indian currency Rs.25.00 lakhs, they will have to sign the Integrity Pact provided to them with the tender documents.

Details of Independent External Monitor superintending IP, is as below: -

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

Bidder has to confirm in YES / NO as below: -

AGREE TO SIGN INTEGRITY PACT IN CASE THE VALUE OF AN ORDER ON THEM EQUIVALENT TO INDIAN CURRENCY EXCEEDS Rs. 25 LAKHS :-	YES / NO
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Should the bidder fail to confirm above, their bid/quotation may not be considered.

Note- Bid Security declaration is an integral part of the Tender Terms. Bidders have to sign and submit the Bid Security declaration.

Bidders are requested to submit your quotation on or before due date positively to avoid any network issue.

CHIEF MANAGER(IMM)
ITI LTD, MANKAPUR-271308
DIST: - GONDA (U.P.), INDIA