

**Bid-Security Declaration**  
**( to be submitted by the bidders )**

**We, the undersigned, declare that:**

We accept that in case we are in breach of our obligation(s) under the following term and conditions against Tender ID- C552636 Dtd 19.09.2022 , Due on 06.10.2022 we will automatically be excluded from being eligible for Bidding or submitting Bid in any contract with ITI LIMITED for the period of two years from the date of signing this Bid-Security Declaration: -

- (a) have withdrawn or modify our Bid after tender opening during the period of Bid validity specified in the tender.
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders or
- (c) having been notified of the acceptance of our Bid by ITI Limited during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the NIT, or (ii) fail or refuse to execute the Contract in accordance with the ITI LIMITED.

We understand this Bid-Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of C(i) our receipt of your notification to us of the name of the successful Bidder; or C(ii), thirty (30) days after the expiration of Bid Validity specified in the tender.

Sign and seal

Name of authorized Official

Legal Stamp

**(To be in the Company letter head)**

**Date:.....**

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE  
ENTERPRISES/STARTUP COMPANIES  
CATEGORISATION OF MSE/SC-ST VENDORS**

<b>Sl No.</b>	<b>Details</b>	<b>Particulars</b>
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Medium <input type="checkbox"/> Startup Company <input type="checkbox"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/reseller/authorized <input type="checkbox"/> Agent / Distributor <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>if yes,</b> <input type="checkbox"/> SC <input type="checkbox"/> ST

**TENDER ID NO C 552636**

**Date: 19.09.2022**

**DUE Date: \_\_ 06.10.2022(11:00 Hrs IST)**

**Tender Opening Date: \_ 06.10.2022 (11:30 Hrs. IST)**

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER -INLAND**

**1.SUBMISSION OF TENDERS:**

- 1.a.** This is only an enquiry to quote and not an order. This TENDER ENQUIRY is not transferable.
- b.** Tenders may be submitted in a sealed envelop super scribed with our Tender ID no & due date on the face of the envelope and should be addressed to:-
- MANAGER ( TENDER CELL)  
COMPUTER DIVISION  
ITI LTD., MANKAPUR - 271 308.  
GONDA, UP.**

- NOTE :** a. Offers should reach to Manager ( Tender Cell)- Computer Division on or before the due date before 11.00 Hrs. IST of the due date.
- b. Separate envelopes should be used for each enquiry/ Tender ID.
- c. Offers should have commercial condition and technical details.
- d. Your offer should be valid for a period of 180 days from the indicated due date of tender. This is most important. Longer validity is preferred.
- e. **Basic rate and applicable taxes/duties must be quoted distinctly and separately. Rate such as inclusive of taxes/duties are not acceptable. In case taxes and duties are not applicable, then the same should be spelt out clearly in the offer.**

**2. OPENING OF TENDERS:**

Tenders against our Enquiries (Tender ID) shall be opened on Tender Opening Date ( on due date) **after 11:30 hrs. IST**. The Tender Opening Date is mentioned in covering letter of NIT. Venue of Tender opening will be "COMPUTER DIVISION "ITI Ltd., Mankapur. Interested bidders may participate in Tender opening.

**3.LATE OFFERS :**

Open tenders (not super-scribed with our tender ID No. and Due Date on the face of envelope) and/or tenders which are received late are liable for rejection.

**NOTE :**

- a. Send your quote well in advance of due date to avoid postal /courier delay.
- 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. ITI is planning to have long term tie up with limited vendors, who can keep up good quality, prompt delivery and lowest cost. Hence, you may quote in such a way that a long term relationship is possible.

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- b. Prices must be per unit and should be on **F.O.R. ITI Mankapur basis** only and inclusive of insurance charges. In such an event, while tabulating the offers, insurance is not to be reckoned and should include weatherproof packing adequate to withstand transshipment damages.

**LOADING FOR INVISIBLE CHARGES:-**

**All qualified offers shall be compared on F.O.R. ITI Ltd, Mankapur basis. If your quote is other than F.O.R. ITI Ltd. Mankapur ( like EX-Works, F.O.R. Place of dispatch etc ) various expanses like packing & forwarding , freight , insurance, and interest charges against different payment / credit terms and mode of payment (like DD / Cheque / through Bank), Bank Charges, Non- Cenvatable portion of Taxes etc will be loaded for comparison of the offers to arrive at F.O.R. ITI Ltd. Mankapur rate as per ITI norms.**

- c. ITI, under normal circumstances, may not negotiate for the price. We may also short list up to three approved/qualified suppliers for ordering. Hence you are requested to quote your best price in the original quotation itself.
- d. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
- e. In case of an order on you, the ordered rate should be firm till the completion of the order. In case where the market prices of your inputs are fluctuating too frequently, you shall clearly define price variation clause. Please note that any variation in price up to 5% due to variation in FE/statutory levies will be absorbed by the supplier. However, for variation beyond 5% due to variation in FE/ statutory levies, the burden of price increase/ advantages of price decrease will be shared equally between ITI and the supplier.
- f. Vendors should deliver the material to designated stores, as per PO terms. Out station vendors can make use of their local representative / Courier Service/Surface transport on door delivery basis to deliver the material at designated stores. ITI LTD. will not take the responsibility of clearing the goods from the carriers go-down/office/railway station/airport etc.
- g. In case of supply of imported items by local dealer's proof of import should be provided. Prices quoted should indicate clearly the Cenvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill Of Entry.

#### **5. STATUORY LEVIES:**

- 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.**
- c. In case of GST modification, the same has to be intimated to ITI immediately.
- d. Please ensure to indicate GSTIN number and commodity code in your quotation.

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#### **6. CENVAT/ITC RELIEF-**

- (a) We are eligible to avail the ITC of GST paid on items procured for manufacturing telecommunication equipments under "CENVAT/ITC Relief Scheme. Hence "invoice cum delivery challan" 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 GST will be reimbursed by us.
- (b) Invoices should be in the prescribed form and have all particulars as per the central GST Act and notifications as amended from time to time, particularly assessor code, range division, rate and amount of GST/duty debited and debit particulars.
- (c) Agent/Distributor on whom an order is placed should also produce invoice cum delivery challan as per the procedure laid down by central GST Act and notification

issued from time to time. They should get registered under GST Act, is being passed on.

- (d) ECC number & GST registration number, range & collectorate/superintendent should be mentioned in your quotation.

**7. TERMS OF PAYMENTS:**

- a. Payment will be made for the accepted quantity within 60 days from the date of receipt of the material at our Stores.
- b. NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.
- c. The party may indicate whether they fall under the purview of MSME Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with your 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.

**d. To ensure timely payment:-**

- i) Within 7 days clarification will be sought from the party ( who is submitting bills) in case of any discrepancies in the bill.
- ii) Within next 7 days the response is required to be submitted by the party for such request.

**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 well-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 stock systems.
- c. Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing center authorized 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

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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 productions. 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 arrangement to collect the material either personally, OR through your authorized 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. TECHNICAL CATALOGUE:**

Your offers should be accompanied by the relevant technical catalogue in case you have not supplied the same item earlier to us. If you have supplied the items earlier please furnish our order reference thereof.

**10. WARRANTY:**

- (a) Please note that we are an ISO 9001-2015 and ISO 14001-2015 accredited company. Hence the warranty of your equipment/product should be for a minimum period of 24 months from date of installation and testing & commissioning. Within this warranty period, if any of your equipments / subsystem is found defective during system testing /installation and commissioning / operation of supplied equipment in the field, the same is to be replaced free of cost immediately by you.
- (b). Installation and commissioning shall be done by vendor free of cost.
- (c). Operation, Installation & commissioning and maintenance manual are to be supplied with equipment free of cost.
- (d). Training for operation and maintenance of the equipment to our technical team is to be provided free of cost at our works.

#### **11. GENERAL:**

- a. We reserve the right to reject any or all offers and to order in full or part quantities thereof without assigning any reason whatsoever.
- b. *Other approved/qualified vendors against this tender may also be considered for ordering in case of larger volume or capacity constraints. However, the final discretion of distributing the quantity solely lies with ITI depending upon the ITI requirement.*
- c. *Tabulations to arrive at F.O.R ITI Mankapur shall be done separately for individual item ( not for a complete family ) unless otherwise indicated specifically in NIT . And accordingly ordering shall be done on individual item basis.*
- d. ***Canvassing by tenderers in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tender liable for summarily rejection.***

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- e. Successful tenderer only will be intimated by post through /letter of intent/firm order
- f. ITI ,Mankapur is a ISO 14001:2015 certified company . Vendor must ensure to use eco-friendly materials in their processes and packagings. For handling , storage and transportation of materials, standard symbols must be used as per norms to satisfy ISO 14001:2015 . *ISO 14001:2015 certified vendors should submit copy of certificate with quotation*

#### **12. DELIVERY SCHEDULE:**

- a. Dispatch must be made strictly as per the indicated delivery schedule in the purchase order. Any additional / incidental charges due to deviation in number of deliveries without our prior concurrence will be to your account

#### **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. LOCAL REPRESENTATION:**

Please indicate your local representative's address, telephone no, Fax no., e-mail address and the person to be contacted, in the offer.

**14. TEST CERTIFICATE/INSPECTION REPORT :**

- a. Each consignment should be accompanied by Test /Inspection Report from the factory. A general certificate from factory stating that the item has been tested / inspected and found okay will do.
- b. If you are a Distributor and in the event of an order on you, the following certificate should be issued along with the supplies.

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This is to certify that the Electronic Components identified by BATCH CODE / LOT CODE indicated hereunder and shipped along with this certificate, is in accordance with the requirement as per Customer's order. We certify that other certified records necessary to substantiate this certification is available with us and may be demanded by customer's inspection up to 05 years from the date of shipment.

- 1. CUSTOMER ORDER REF.
- 2. DATE
- 3. DEVICE TYPE:
- 4. QUANTITY

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- 5. MARKING ON DEVICE
- 6. DATE/LOT CODE

We agree to follow the format of conformance certificate as shown above.

For.....

(Authorized Signatory with Company Seal.)

To,

**The CHIEF MANAGER-IMM  
M/s ITI LIMITED,MANKAPUR-271308  
GONDA, UTTAR PRADESH**

**15. BATCH NUMBER:**

In case of an order , machine & spares/ components supplied shall be new , fresh and from recent production batch as indicated by the batch number on the component

**16. CONSIDERATION OF INDIAN AGENT :-**

- a. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b. If an agent submits bid on behalf of the Principal/OEM , the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**17.MSME:-** 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.

**18. 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.

### **19. 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%

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‘**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.
- (ii) 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 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-1 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-1 price.
- (iii) In case such lowest eligible Class-I local supplier fails to match the L-1 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.

### **22. 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.
- f. 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.

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### **23. 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.

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