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

To,
M/s ……………………………………….

SUB: Tender enquiry (Inland) for supply of DYNAMIC HEAT FLOW DIFFERENTIAL SCANNING CALORIMETER EQUIPMENT required for HDPE Project

Dear Sir,

Please quote your most competitive rates and best delivery terms for the following Item on the terms & conditions as given below :

<table>
<thead>
<tr>
<th>SL NO</th>
<th>ITEM CODE</th>
<th>SPECIFICATION</th>
<th>QTY REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>As per Annexure-1</td>
<td>As per Annexure-2</td>
<td>As per Annexure-1</td>
</tr>
</tbody>
</table>

1. Method for Submission of Tenders: - The Tenders shall be submitted in two parts as under:

(A) Technical Bid: - Consisting of Technical Specifications, Point to Point Technical Compliance with all technical details & technical catalogues, etc.

Technical Bid must also contain duly filled in Un-priced copy of Price / Commercial Bid, Clause by Clause Compliance of technical specification attached at Annexure- 2 and Tender Check list as per Annexure-3.

Point in check list from SL No.1 to 11,13&14 should only be ‘YES’.

(B) Price Bid / Commercial Bid: - Consisting of the price Bids/Commercial Bids only. Price/Commercial bid must be submitted in the format attached at Annexure - 1.

(C) Each of the above bids must be sealed in separate envelope and envelopes must be super scribed with Technical Bid and Price Bid/Commercial Bids. Tender ID NO B202041Dated05/01/2021, Due date: 27/01/2021 may be clearly indicated in Technical Bid and Price Bid / Commercial Bid.

It is must for bidders to quote price of equipment which includes cost of Onsite warranty for 2 years and price of spares ( as per list & Qty to be attached with Technical bid), required to run the M/c for 2 years after expiry of warranty so that offers can be compared on same level.

(D) Both the above envelopes must be sealed and kept inside the third envelope duly sealed having the following information:

Offer Against Tender ID Ref No.: B202041
Tender ID Date: 05/01/2021
Tender ID Due Date: 27/01/2021
Supplier Name & Address with e-mail ID & Contact Details -----

(E) Bidders are required to submit their Quotation in SEALED ENVELOPES ONLY and the same should reach the below address by 11.00 AM on or before the due date. Quotation sent by e-mail / Fax are not acceptable.

Address:
Manager (Tender Cell), Computer Division
ITI Limited, Mankapur
Gonda –271308 (UP), INDIA.

Contd-2
2. Offer shall not be considered in case of violation of above instructions A to E.

3. OPENING OF TENDERS:

a) Tenders against our Enquiries (Tender ID) shall be opened on Tender Due Date at 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.

b) It is to be noted that on the tender opening date, only the Technical Bid shall be opened. Financial bid of successful (technically suitable) bidders shall be opened later on. Date of opening of Financial Bid shall be intimated separately to technically successful bidders. Financial bid of unsuccessful bidders shall be returned after finalization of technical bid.

4. The detailed General Terms and Conditions for submission of Tender- Inland (which is an integral part of this tender enquiry), Price/Commercial Bid (as per Annexure-1), Technical Specifications (as per Annexure-2) and Check list (as per Annexure 3) are attached.

Please ensure to submit duly filled tender Check list along with technical bid.

Important Note: Bid must be prepared in such a way that answer to point from SL No.1 to 12 in the check list is ‘YES’ only. In case of MSME bidder Point No. 10 is not applicable.

5. Point to point compliance of Technical Specifications as per Annexure-2 and General Terms & Conditions and Check List for submission of tender as per Annexure-3 is must. Otherwise, it will be presumed that the same are acceptable to the bidder.


7. Interested bidders may participate in tender opening.

8. Late offers received after due date will not be considered.


10. As GST is Implemented, following information are amendatory to mention along with quotation.

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

11. 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.

NOTE:-

- In case of an order, machine and spares/components supplied shall be new, fresh and original in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the machine and spare/component.

- Please mention clearly in the Price Bid whether quoted Unit Basic Price is Inclusive of GST or Exclusive of GST.

12. Installation & commissioning to be done by supplier free of cost at our works
13. **Bid Security Declaration:** As per DOE circular ref no- F.9/4/2020-PPD dtd 12-11-2020 Bidders have to sign **Bid Security Declaration** accepting that if they withdraw or modify their bids during period of validity of offer after tender opening / or after award of Bid contract, they will be suspended for the time specified in the tender documents.

14. **SECURITY DEPOSIT:** As per DOE circular ref no- F.9/4/2020-PPD dtd 12-11-2020, in case of an order, bidder has to submit an interest free security deposit sum of 3% of order value subject to a maximum of Rs.10 lacs by demand draft/ Bank Guarantee only. DD should be in the form of Account payee in favour of ITI Limited Mankapur payable at SBI ITI Township Branch Mankapur (SBI Branch Code: 8549). DD/ Bank Guarantee must be issued by a scheduled bank. This amount will remain on hold till the validity of order and successful completion of warranty obligation thereafter. This amount shall be forfeited in case vendor fail to execute the order to our satisfaction in all respects including warranty obligation. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.

15. **WARRANTY**-- Warranty of two (2) years from the date of successful installation of equipment and recommended Spares Parts required for two (2) years running of M/c after expiry of warranty is part of supply of equipment. Therefore, it is mandatory for bidders to enclose the list of spares with their qty along with Technical Bid. Also vendor must confirm (in technical bid & un-priced financial bid attached with technical bid and check list) that Cost of these spares and cost of 2 years’ warranty is included in basic equipment Price.

16. **AGENTS:**
   a. The name, address, telephone numbers and fax numbers and E-mail number of your authorized Indian agents if any should be clearly mentioned.
   b. In the event of an offer from authorized agents on behalf of their principals’, relevant valid documents authorizing them, as agents should accompany the offer. Offers without this valid authorization letter are liable for rejection.
   c. Any changes in Agency/Agent, should be informed to us in time.
   d. Agency commission if any, must be indicated separately to enable us to arrange payment of the same here in Indian Currency. Agency commission is payable after acceptance of complete ordered quantity.
   e. The agency commission payable, if any shall be explicitly quoted stating whether the same is inclusive or exclusive of FOB price and also the quantum of agency commission payable

   **Note:** 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.

17. 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:

<table>
<thead>
<tr>
<th>MSME REGISTRATION Number</th>
<th>WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO</th>
<th>WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO</th>
</tr>
</thead>
</table>

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category.

**Kindly contact at shrutikumari_mkp@itiltd.co.in, or munish_mkp@itiltd.co.in for any clarification regarding tender.**

Note--Point to point compliance of ITI technical specification as per Annex. 2 to be submitted with Technical Bid, is MUST.

You are requested to submit your quotation on or before due date positively.

Asstt. MATERIALS MANAGER (SW)
ITI LTD, MANKAPUR-271308
DIST: - GONDA (U.P.), INDIA
Phone no: (91) 5265-274322/(91) 05265-274354
E-mail : shrutikumari_mkp@itiltd.co.in / munish_mkp@itiltd.co.in
To,
M/s ........................................

SUB: Tender enquiry (Inland/Import) for supply of DYNAMIC HEAT FLOW DIFFERENTIAL SCANNING CALORIMETER EQUIPMENT required for HDPE Project

Dear Sir,
Please quote your most competitive rates and best delivery terms for the following Item on the terms & conditions as given below:

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Point in check list from SL No.1 to 11,13&14 should only be ‘YES’.

(B) Price Bid / Commercial Bid: - Consisting of the price Bids/Commercial Bids only. Price/Commercial bid must be submitted in the format attached at Annexure - 1.

(C) Each of the above bids must be sealed in separate envelope and envelopes must be super scribed with Technical Bid and Price Bid/Commercial Bids. Tender ID NO B202041 Dated 05/01/2021, Due date: 27/01/2021 may be clearly indicated in Technical Bid and Price Bid / Commercial Bid.

It is must for bidders to quote price of equipment which includes cost of Onsite warranty for 2 years and price of spares ( as per list & Qty to be attached with Technical bid) , required to run the M/c for 2 years after expiry of warranty so that offers can be compared on same level.

(D) Both the above envelopes must be sealed and kept inside the third envelope duly sealed having the following information:

Offer Against Tender ID Ref No.: B202041 , Tender ID Date: 05/01/2021
Tender ID Due Date- 27/01/2021
Supplier Name & Address with e-mail ID & Contact Details -----

(E) Bidders are required to submit their Quotation in SEALED ENVELOPES ONLY and the same should reach the below address by 11.00 AM on or before the due date. Quotation sent by e-mail / Fax are not acceptable.

Address:
Manager (Tender Cell), Computer Division
ITI Limited, Mankapur
Gonda –271308 (UP), INDIA.

2. Offer shall not be considered in case of violation of above instructions A to E.

3.OPENING OF TENDERS:

a) 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. Venue of Tender opening will be “COMPUTER DIVISION “ITI Ltd., Mankapur. Interested bidders may participate in Tender opening.
b) It is to be noted that on the tender opening date, only the Technical Bid shall be opened. Financial bid of successful (technically suitable) bidders shall be opened later on. Date of opening of Financial Bid shall be intimated separately to technically successful bidders. Financial bid of unsuccessful bidders shall be returned after finalization of technical bid.

4. The detailed General Terms and Conditions for submission of Tender- Inland (which is an integral part of this tender enquiry) , Price/Commercial Bid( as per Annexure-1) , Technical Specifications (as per Annexure-2) and Check list (as per Annexure 3) are attached.

Please ensure to submit duly filled tender Check list along with technical bid.

5. Point to point compliance of Technical Specifications as per Annexure-2 and General Terms & Conditions and Check List for submission of tender as per Annexure-3 is must. Otherwise, it will be presumed that the same are acceptable to the bidder.

7. Interested bidders may participate in tender opening.
8. Late offers received after due date will not be considered.
9. Delivery required:- Within 30 Days.
10. Installation & commissioning to be done by supplier free of cost at our works

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

12. **SECURITY DEPOSIT**: - In case of an order, bidder has to submit an interest free security deposit sum of 3% of order value subject to a maximum of Rs.10 lacs by demand draft/ Bank Guarantee only. DD should be in the form of Account payee in favour of ITI Limited Mankapur payable at SBI ITI Township Branch Mankapur (SBI Branch Code: 8549). DD/ Bank Guarantee must be issued by a scheduled bank. This amount will remain on hold till the validity of order and successful completion of warranty obligation thereafter. This amount shall be forfeited in case vendor fail to execute the order to our satisfaction in all respects including warranty obligation. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.

13. **WARRANTY**: - Warranty of two (2) years from the date of successful installation of equipment and recommended Spares Parts required for two (2) years running of M/c after expiry of warranty is part of supply of equipment. Therefore, it is mandatory for bidders to enclose the list of spares with their qty along with Technical Bid. Also vendor must confirm (in technical bid & un-priced financial bid attached with technical bid and check list) that Cost of these spares and cost of 2 years’ warranty is included in basic equipment Price.

14. **AGENTS**:
   a. The name, address, telephone numbers and fax numbers and E-mail number of your authorized Indian agents if any should be clearly mentioned.
   b. In the event of an offer from authorized agents on behalf of their principals’, relevant valid documents authorizing them, as agents should accompany the offer. Offers without this valid authorization letter are liable for rejection.
   c. Any changes in Agency/Agent, should be informed to us in time.
   d. Agency commission if any, must be indicated separately to enable us to arrange payment of the same here in Indian Currency. Agency commission is payable after acceptance of complete ordered quantity.
   e. The agency commission payable, if any shall be explicitly quoted stating whether the same is inclusive or exclusive of FOB price and also the quantum of agency commission payable
   f. Foreign vendors who are submitting their offer/ quotation directly, must have their office in India (Preferably in Delhi to support logistics, Installation & Commissioning of equipments, warranty, Spares, AMC and after sales service. Offers of such Vendor who does not have their office in India are liable for rejection.

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.

Note--Point to point compliance of ITI technical specification as per Annex. 2 to be submitted with Technical Bid, is MUST.
In case of Indian Bidders following points are to be complied-

15. As GST is Implemented, following information are amendatory to mention along with quotation.
   - Vendor Name
   - Address with e_mail ID & Mob. No. of contact person
   - PAN No. along with Photocopy of PAN
   - Aadhar No. along with Photocopy of Aadhar (If applicable)
   - GST Registration No. with Proof
   - List of HSN code of the item they supply etc.
   - HSN Code No. against each item

16. 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.

NOTE:-
- In case of an order, machine and spares/components supplied shall be new, fresh and original in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the machine and spare/component.

Kindly contact at munish_mkp@itiltd.co.in or shrutikumari_mkp@itiltd.co.in for any clarification regarding tender.

You are requested to submit your quotation on or before due date positively.

Asstt. MATERIALS MANAGER (SW)
ITI LTD, MANKAPUR-271308
DIST: - GONDA (U.P.), INDIA
Phone no: (91) 05265-274354
E-mail: shrutikumari_mkp@itiltd.co.in/munish_mkp@itiltd.co.in
**Specification**

**Dynamic Heat flow Differential Scanning Calorimeter**

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Description/Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The test set-up shall be suitable for oxidation induction time test of PLB HDPE Telecom Duct to be carried out as per TEC GR specification no. TEC/GR/TX/CDS-008/03/Mar-11 or its latest version.</td>
</tr>
<tr>
<td>2.</td>
<td>The test set-up shall be fully Windows PC controlled differential scanning calorimeter with standard specifications to perform OIT Test of Polyethylene tubes, duct or cable as per ASTM method D4565 as well as D3895 also. DSC measuring cell according to the heat flux principle (DIN 51005) with silver furnace, temperature sensors for control &amp; sample temperature, DSC sensor as disc system, with integrated cooling device for LN2 and air, connection for Purge gas flow to the sample for 2 gas types.</td>
</tr>
</tbody>
</table>
| 3.     | a) The system should have temperature range: room temperature to 600 °C or more. Temperature accuracy shall be 0.1 °C and precision min 0.04 °C.  
   b) Sensitivity: 3.6 to 4.0 μV/mW  
   c) Sensor Time constant: 2.5 s  
   d) The system should have cooling with linear small compressor and heating rate 0.1 to 100 °C / min or better  
   e) calorimeter accuracy of ± 2% and calorimetric precision of ± 0.5% or better.  
   f) Gas flow rate: (0) to 5 to 250ml/min resolution 1ml/min with N₂ |
| 4.     | The system should have integrated system controller for data acquisition, temperature control & control for system cooling.  
   Silver furnace with long time performance with integrated Furnace power supply.  
   Two connections for purge gas- Inlet to the sample & 1 connection for protective gas inlet with gas flow adjustment.  
   Linear small compressor for cooling purpose with connection kit.  
   MFC Gas Control Block with 3 inputs and 2 outputs for Non-Corrosive and Non-Explosive gases/Gas mixtures, Calibrated for N₂, default conversion factors for O₂, He, Ar, CO₂ and synthetic air, software-programmed control and registration of the gas flows. |
<p>| 5.     | The tester shall be provided with computer interfacing software system. The graph display facility (delta temperature vs time) shall be available on computer monitor with oxidation induction time selection parameters. |
| 6.     | The system shall have integrated fully PC controlled mass flow controller for convenient and precise gas control and switching between gases required as per ASTM test (Nitrogen and Oxygen). There shall be provision for digital display of gas flows as well as setting through software. |
| 7.     | Set of Sample crucivies and Lids from Al outer bottom φ6 mm,25/40 μl, cold weld able, max temp 600 °C with 300 Pcs each. The system should be quoted with Al sample pans at least 400 numbers as per ASTM-D along with sample sealing press. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Toolkit for pressure-tight cold welding of Al crucivies Φ 6mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>The sensor shall be made of such alloy, which is rugged and corrosion resistant or better.</td>
</tr>
<tr>
<td>9.</td>
<td>Branded computer and desk jet printer of latest configuration of suitable and compatible with the apparatus will be also provided along with the test set-up (free of cost).</td>
</tr>
<tr>
<td>10.</td>
<td>The crimping operation should be successfully performed by the quoted mechanical press.</td>
</tr>
<tr>
<td>11.</td>
<td>The tester should have calibration system facility along with the software. All the measuring instruments including indicators/controllers available along with machine shall be duly calibrated.</td>
</tr>
<tr>
<td>12.</td>
<td>Tools for the instrument to be provided by the party along with system.</td>
</tr>
<tr>
<td>13.</td>
<td>Supply: The standard electrical design of the instrument is for a Line voltage of 230V±10%, single phase, 50 Hz</td>
</tr>
<tr>
<td>14.</td>
<td>Operation and maintenance training shall be provided by the party free of cost at our works. The party shall provide leaflets/brochures and maintenance manual (in English) of the supplied model.</td>
</tr>
<tr>
<td>15.</td>
<td>Installation &amp; commissioning shall be done by the party free of cost.</td>
</tr>
<tr>
<td>16.</td>
<td>Spares: enclose the list of spares to be supplied free of cost to run the machine for 02 years after expiry of warranty.</td>
</tr>
<tr>
<td>17.</td>
<td>Warranty: Minimum 2 years. Any breakdown during warranty period shall be attended by the party free of cost and replace the parts (if required) at his own expenses.</td>
</tr>
</tbody>
</table>

\[\text{Signature} \quad \text{MM} \]
ANNEXURE-1

PRICE BIDS/ COMMERCIAL BID

Tender _ID No. B202041
DUE Date: 27/01/2021 (11:00 Hrs IST)

<table>
<thead>
<tr>
<th>SN</th>
<th>Item Description</th>
<th>Qty (nos)</th>
<th>Unit Basic Rate per unit</th>
<th>Unit Basic Rate with GST per unit</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>DYNAMIC HEAT FLOW DIFFERENTIAL SCANNING CALORIMETER to CODE- RQDYHFDSTESTER (including cost of Onsite warranty for 2 years as per clause No. 16 &amp; 17 of specification Annexure-2 + price of spares required to run the M/c for 2 years after expiry of warranty)</td>
<td>01 No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Unit Basic Rate of machine must be inclusive of cost of 2 years onsite warranty as per clause No. 17 of specification (Annexure-2) & Spares for subsequent 2 years as defined above. (List of recommended spares and their Qty required for running of equipment for two years after expiry of warranty must be attached with the Bid)

Cost comparison shall be done based on total cost of M/c which includes cost of 2 years onsite Warranty & Spares for subsequent 2 years as defined above.

Followings information are to be filled in mandatorily:-

1. **Term of Price**:-
   (Note- Bidder must mention terms of price preferably FOB/FCA/FOR ITI Mkp.)

2. **Payment Term**:-
   (Note- Bidder must mention payment terms preferably Sight Draft /LC 60 days credit / NTP-60.)

3. **Name of Gate Way Airport** (In case of Foreign Bidders)-

4. **Delivery Period**: -

5. **Validity of offer**: (Mini. 180 days from the due date of tender)-

6. **HSN Code & % of GST** -
   (Mandatory in case of Indian Bidders)

7- **GSTIN Reg. no of Bidder**-
   (In case offer by Indian Bidder)-

8. **PO to be placed in favor of** (with address) :-

9. **Name of Indian Agent & Contact details**:-

10. **Quoted Unit Basic Rate is Inclusive of GST or Exclusive of GST**:-
   (Mandatory in case offer by Indian Bidder)-

Signature of Authorized Person :
Name & Seal:
Bid-Security Declaration

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- Bxxxxx  Dtd *****, Due on xx.***** 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-Securing 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
TERMS AND CONDITIONS FOR SUBMISSION OF TENDER - INLAND

1. GENERAL:
   a. This is only an enquiry to quote and not an order. This TENDER ENQUIRY is not transferable.

   b. The bids shall be submitted in two parts as under:
      (i) Technical Bid (in Sealed Envelope)
      (ii) Price Bid / Commercial Bid (in Sealed Envelope)

   It is must for bidders to quote price of equipment which includes cost of On site warranty for 2 years and price of spares (as per list & Qty attached with Technical bid), required to run the M/c for 2 years after expiry of warranty so that offers can be compared on same level.

   Both the above envelopes (Technical Bid & Price/ Commercial Bid) must be sealed and kept inside the third sealed envelope as per point 1. A to E of NIT for INLAND Enquiry.

   NOTE: Offers should reach us on or before the due date before 11.00 Hrs. IST of the due date at following address:-.

   MANAGER (TENDER CELL)
   COMPUTER DIVISION
   ITI LTD., MANKAPUR - 271 308.
   GONDA, UP.

   Tenders shall be opened on Tender Due Date at 11:30 hrs. IST.

   c. Please ensure that your offer is NOT sent to any other plant/corporate office of ITI which is different from our plant.

2. It is to be noted that on the tender opening date, only the Technical Bid shall be opened. Financial bid of successful (technically suitable) bidders shall be opened later on. Date of opening of Financial Bid shall be intimated separately to technically successful bidders. Financial bid of unsuccessful bidders shall be returned after finalization of technical bid.

3. Your offer should be valid for a period of 180 days from the indicated due date. This is most important. Longer validity is preferred.

4. Late offers are liable for rejection without assigning any reason.

5. OPENING OF TENDERS:
   Tenders against our Enquiry (Tender ID) shall be opened on Tender opening 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.

B. 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 the 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 the best last date of P.O. and supply feasibility.

6. 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.
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.
c. 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 Mankapur (like EX-Works, F.O.R. Place of dispatch etc) various expenses 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 Mankapur rate as per ITI norms.
d. 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.
e. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
f. 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.
g. 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.
h. 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 to the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill Of Entry.

Contd-3
7. STATUTORY 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.

8. CENVAT/ITC RELIEF:

(a) We are eligible to avail the ICT 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.

9. 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: -

<table>
<thead>
<tr>
<th>MSME REGISTRATION Number</th>
<th>WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO</th>
<th>WHETHER OWNER OF MSME COMPANY IS SC/ST - YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category.

10. 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 during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials confirming 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.

11. TECHNICAL CATALOGUE:

In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approving authority and their approval copy sent to us.

12.(a) WARRANTY:

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 equipment/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. 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.
c. **Canvassing by tenderers in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tender liable for summarily rejection.**

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. 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 1/2% (half percent) per week for first four weeks and 1% per week thereafter for such delay or part thereof subject to a maximum of 5% of the contract price of the item delayed, 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:** - As per DOE circular ref no- F.9/4/2020-PPD dtd 12-11-2020, in case of an order, bidder has to submit an interest free security deposit sum of 3% of order value subject to a maximum of Rs.10 lacs by demand draft/ Bank Guarantee only. DD should be in the form of Account payee in favour of ITI Limited Mankapur payable at SBI ITI Township Branch Mankapur (SBI Branch Code: 8549). DD/ Bank Guarantee must be issued by a scheduled bank. This amount will remain on hold till the validity of order and successful completion of warranty obligation thereafter. This amount shall be forfeited in case vendor fail to execute the order to our satisfaction in all respects including warranty obligation. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.

14. **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.

15. **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.

---

CERTIFICATE          DATE

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Contd-6
This is to certify that the Electronic Components/Machine 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
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 MATERIALS MANAGER
M/S ITI LIMITED, MANKAPUR-271308

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16. BATCH NUMBER:
In case of an order, Machine / components supplied shall be fresh and new from recent production batch as indicated by the batch number on the machine / component.

17. 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 thereunder 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).

Applicable Laws and Jurisdiction of Courts:-

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Mankapur, Gonda in the State of Uttar Pradesh, India shall have sole jurisdiction.

18. 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.

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.

20. **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%

21. **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.

22. **ELIGIBILITY OF CLASS-I / CLASS-II LOCAL SUPPLIER / NON-LOCAL SUPPLIER**

Only Class-I Local supplier and Class-II Local supplier shall be eligible to submit their bid.

23. **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 falling 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 with 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.

24. 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 enteties 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.

Should the bidder fail to confirm above, their bid/quotation may not be considered.

Asstt. MATERIALS MANAGER
ITI LTD, MANKAPUR - 271308
DIST: - GONDA (U.P.)
INDIA
Tender ID No. B202041
DUE Date: 27/01/2021 (11:00 Hrs IST)
Tender Opening Date: 27/01/2021 (11:30 Hrs. IST)

GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER - IMPORT

I. GENERAL:

1. a. This is only an enquiry to quote and not an order. This TENDER ENQUIRY is not transferable
b. The bids shall be submitted in two parts as under:
   (i) Technical Bid .( in Sealed Envelope)
   (ii) Price Bid / Commercial Bid. (in Sealed Envelope)

   It is must for bidders to quote price of equipment which includes cost of Onsite warranty for 2 years and price of spares (as per list & Qty attached with Technical bid), required to run the M/c for 2 years after expiry of warranty so that offers can be compared on same level.

   Both the above envelopes (Technical Bid & Price/ Commercial Bid) must be sealed and kept inside the third sealed envelope as per point 1.A to E of NIT for IMPORT Enquiry.

NOTE: Offers should reach us on or before the due date before 11.00 Hrs. IST of the due date at following address:-

   MANAGER (TENDER CELL)
   COMPUTER DIVISION
   ITI LTD., MANKAPUR - 271 308.
   GONDA, UP.

   Tenders shall be opened on Tender Due Date at 11:30 hrs. IST.

   c. Please ensure that your offer is NOT sent to any other plant/ corporate office of ITI which is different from our plant.

   2. It is to be noted that on the tender opening date, only the Technical Bid shall be opened. Financial bid of successful (technically suitable) bidders shall be opened later on. Date of opening of Financial Bid shall be intimated separately to technically successful bidders. Financial bid of unsuccessful bidders shall be returned after finalization of technical bid.

   3. Your offer should be valid for a period of 180 days from the indicated due date. This is most important. Longer validity is preferred.

   4. Late offers are liable for rejection without assigning any reason.

II A. OPENING OF TENDERS:

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

   B. 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.

Contd-2
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.

III. PRICES:

a. The rate(s) quoted should be firm and applicable to any quantity within our enquired quantity.
b. Rate(s) should be on F.O.B. basis (named port of shipment) or FCA basis (named place) inclusive of AIR-WORTHY Packing. Indicate currency and Airport of shipment. Named port of shipment should be a gateway airport with AIR INDIA Cargo facility.
c. In case of an order on you, ordered rate must be firm till completion of the order. This is most important.
d.i) Handling charges, documentation charges and inland freight charges or any other expenditure till the item is lifted from airport of departure should be borne by you. We will be paying only FOB (named port of shipment / FCA (named place) charges. If above charges exist, then you may integrate this with the basic rate while quoting. Quotations must indicate only the basic (Unit) rate and nothing else.

d.ii) LOADING FOR INVISIBLE CHARGES:-
All qualified offers shall be compared on F.O.R. ITI ltd, Mankapur basis. Various expanses like Air/SEA freight, insurance, freight from INDIAN AIR/SEA port to ITI Factory at Mankapur, LC/TT/Bank charges and interest charges against different payment/credit terms etc will be loaded for comparison of the offers to arrive at F.O.R. ITI Mankapur rate as per ITI norms.

In case the quoted terms of price is EX-Works then charges for packing & forwarding will also be loaded as per ITI norms.

d.iii) SUBMIT YOUR QUOTATION IN LINE WITH INCOTERMS 2000 / REVISED AMERICAN FOREIGN TRADE DEFINITIONS-1941

Stock position/delivery period for each item must be specifically indicated in the quotation.

IV. COUNTRY OF ORIGIN:
Please state the country of origin. In case the certificate of origin is required, we would ask for it in our P.O.

V. FREIGHT FORWARDERS:
In case of an order, all consignments will have to be sent through our authorized freight forwarder only on freight collect basis. This is mandatory. Any deviation should have our specific prior approval in writing.

VI. AGENTS:
a. The name, address, telephone numbers and fax numbers and E-mail number of your Indian agents if any should be mentioned.

b. In the event of an offer from authorized agents on behalf of their principals’, relevant documents authorizing them, as agents should accompany the offer. Offers without these are liable for rejection.
c. Any changes in agency, should be informed to us in time.
d. Agency commission if any, must be indicated separately to enable us to arrange payment of the same here in Indian Currency. Agency commission is payable after acceptance of complete ordered quantity.
e. The agency commission payable, if any shall be explicitly quoted stating whether the same is inclusive or exclusive of FOB price and also the quantum of agency commission payable.

VII. LITERATURE:
Latest Technical literature/catalogue in English.

VIII. TERMS OF PAYMENT:
a. Payment shall be on any of the following:
   i) Collection basis minimum 60 days credit
   ii) Sight draft with minimum 60 days credit through (SBI, ITI TOWNSHIP BRANCH, MANKAPUR) and their branch at your place.
   iii) Through Letter of Credit with minimum 60 days credit.

b. We prefer payment on collection basis. In case this is not acceptable, indicate all additional charges to be borne by us like Bank Charges / Commission, documentation charges etc., to evaluate your offer including the above charges.

IX. INSPECTION
a. Inspection of material at our works / other standard testing centers authorized by us will be final.

b. In the event of rejection apart from free replacement of material on freight pre-paid basis and the rejected material on freight to pay basis, you are also liable for payment of interest payment of interest (at 24% per annum) for the period between payment made and replacement received. Any financial loss to us due to Indian Government Policy and procedures on Re-Export will have to be made good by you.

X. (a). WARRANTY: -

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.

X (b). Installation and commissioning shall be done by vendor free of cost.

X (c). Operation, Installation & commissioning and maintenance manual are to be supplied with equipment free of cost.

X (d). Training for operation and maintenance of the equipment to our technical team is to be provided free of cost at our site.

XI. Technical Document:
Your offers should be accompanied with 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.

XII. LANGUAGE:
All your offers should be in ENGLISH Language only. Specifications and literature should also be in English only.

XIII. MAKE:
Please indicate Manufacturer's name and brand of the material offered.

Contd-4
XIV. 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. 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.
   c. Canvassing by tenderers in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tender liable for summarily rejection.

XV. SUCCESSFUL TENDERS:
   a. Successful tenderers will be intimated through letter of Intent followed by a firm order or directly by a firm order.
   b. SECURITY DEPOSIT: - In case of an order, bidder has to submit an interest free security deposit sum of 3% of order value subject to a maximum of Rs.10 lacs by demand draft/ Bank Guarantee only. DD should be in the form of Account payee in favour of ITI Limited Mankapur payable at SBI ITI Township Branch Mankapur (SBI Branch Code: 8549). DD/ Bank Guarantee must be issued by a scheduled bank. This amount will remain on hold till the validity of order and successful completion of warranty obligation thereafter. This amount shall be forfeited in case vendor fail to execute the order to our satisfaction in all respects including warranty obligation. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.

XVI. IMPORT LICENCE:
   a. If import certificate is required, it should be indicated in the quotation itself. No subsequent request will be entertained.
   b. Necessary import Licence will be provided by us.

XVII. PACKING:
   a. Material should be supplied in sufficient air/ sea-worthy packages with proper sealing to ensure that the goods are received in good condition free from rust/ corrosion and any transit damages. For ROHS components, vacuum-sealed packing is must to avoid the oxidation. International packing norms should be followed.
   b. This is also to intimate you that all packing materials of any kind made of plant origin used for packing shall require treatment including heat - Kiln treatment at 56 degree centigrade for a minimum of 30 hours or methyl bromide fumigation at 48 g/cum for 32 hours of chemical impregnation of wood with wood preservatives such as copper chrome arsenic or any other approved treatment as per International standards.

You are therefore requested to arrange to provide a PHYTOSANITARY CERTIFICATE with the consignment issued by an authorized officer at the country of origin of the consignment in the format prescribed under INTERNATIONAL PLANT PROTECTION CONVENTION OF THE FOOD & AGRICULTURAL ORGANISATION.

c. 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.

Contd-5
XVIII. DELIVERY SCHEDULE:

a. Shipments 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 material against an order arising out of the Enquiry must be delivered by the supplier according to delivery schedules indicating in the Purchase Order. 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 1/2% (half percent) per week for first four weeks and 1% per week thereafter for such delay or part thereof subject to a maximum of 5% of the contract price of the item delayed, 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.

XIX. 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.

<table>
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<th>CERTIFICATE</th>
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<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

1. CUSTOMER ORDER REF.
2. DATE
3. DEVICE TYPE:
4. QUANTITY
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 Asstt. MATERIALS MANAGER
M/S ITI LIMITED, MANKAPUR-271308

Contd-6
XX BATCH NUMBER:
In case of an order, machine / components supplied shall be fresh and new from recent production batch as indicated by the batch number on the machine component.

XXI. 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 thereunder 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).

XXII. GOVERNING LAW :
All disputes arising in connection with Purchase Order shall be settled under the Rules of conciliation and Arbitration of the international Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

XXIII. 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.

XXIV. 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.

Asstt. MATERIALS MANAGER
ITI LTD, MANKAPUR - 271308
DIST: - GONDA (U.P.)
INDIA
**TENDER CHECK LIST (Part of Technical Bid)**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>BID ENCLOSURES AS PER OUR TERMS &amp; CONDITIONS</th>
<th>YES or NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether Offer/ Quotation has been submitted in 02 bids i.e. Technical Bids &amp; Price Bids/Commercial Bids separately in two separate sealed envelope.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Whether point to point compliance of ITI technical specification as per Annex. 2 is attached along with Technical Bid.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether Technical Specification of quoted equipment along with Technical catalogue is attached with Technical Bid.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether price of equipment quoted in financial bid includes cost of On site warranty for 2 years as per clause no. 17 of Specification Annexure-2 + price of spares as per list &amp; Qty attached with Technical bid required to run the M/C for two years after expiry of warranty.</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Whether list of recommended spares and their Qty required for running of equipment for two years after expiry of warranty is attached with Technical Bid</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Whether price of above spares is included in quoted price of equipment</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>Whether complied with Onsite Warranty clause of 2 years from the date of successful installation and commissioning of quoted equipment.</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Whether cost of above 2 years onsite warranty is included in quoted price of equipment</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Whether Validity of offer has been quoted for 180 days</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Whether price bid is submitted by vendor as per the format attached at Annexure-1 (Price Bid /Commercial Bid).</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Whether Un Priced Copy of Price / Commercial Bid is submitted with Technical Bid.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Whether duly signed in Bid Security Declaration (as mentioned in NIT and General terms and conditions) is attached with Technical Bid</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Whether bidder confirm to submit Security deposit ( in case an order on the bidder) as mentioned in NIT and General terms and conditions</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Whether offer is submitted through their Indian agent and valid authorization letter has been enclosed with Technical bid</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>If offer is submitted directly by Foreign Vendors, whether Vendor is having office in India (Preferably in New Delhi) to support logistics, Installation &amp; Commissioning, warranty, spares, AMC and after sales service. Whether Document having complete address with contact details of office in India is attached with technical bid.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>In case of an order, vendor confirms to supply new, fresh and original machine and spares/components in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the machine and spare/component</td>
<td></td>
</tr>
</tbody>
</table>

- **Important Note:** Bid must be prepared in such a way that answer to point from SL No.1 to 11, 13 & 14 is ‘YES’ only.
- Incomplete offers are liable to be rejected.

**Signature of Authorized Person:**

**Name & Seal:**