



ITI LIMIED RAE BARELI 229010 (INDIA)

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NATURE OF PR : LIMITED

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M/s

SUB: PURCHASE ENQUIRY Ref. No. **RRR30C061R**

DATE :- **19/03/2021**

**DUE DATE – 07/04/2021**

DEAR SIR,

PLEASE QUOTE YOUR PRICES AND DELIVERY FOR THE FOLLOWING ITEM **IN A SEALED COVER ENVELOP** SUPERSCRIBED ABOVE SUBJECT REFERENCE.

S L N O	C- DOT_PART_C ODE	DESCRIPTI ON	QTY/70 00 SYSTE MS	Make	Part No	DELIVERY SCHEDULE
1	LCE-M04700.0-C65	4700µF, ±20%, 2.5V RAD ALU ELE CAP - SMD ( D X L=10 X 12.7 MM)	7000	NICHICON SINGAPORE PTE.LTD.	PCG0E472MCL 1GS	100%- 15.04.2021
2	LCE-ML0470.2-R20	470µF, ±20%, 25V, LOW ESR ALU ELE CAP - D 8 X L 15MM	7000	PANASONIC INDUSTRIAL DEVICES SALES INDIA	EEUFR1E471Y	100%- 15.04.2021
3	LCE- MN0470.0-R02	470µF, ±20%, 6.3V, LOW ESR ALU ELE CAP OS-CON (D=8X L=9) - ROHS	14000	PANASONIC INDUSTRIAL DEVICES SALES INDIA	6SEPC470MX	100%- 15.04.2021
4	LCE- MU0100.0-C20	100 µF, ±20%, 25V, ULTRA LOW ESR, SMD POLYMER HYBRID ALU ELE CAP (D6.3 X L7.7)	21000	PANASONIC INDUSTRIAL DEVICES SALES INDIA	EEHZA1E101X P	100%- 15.04.2021
5	LCF- BNX25H01-A35	25V, 15A, EMI FILTER FOR DC POWER SOURCES	7000	MURATA ELECTRONICS INDIA PTE LTD	BNX025H01L	100%- 15.04.2021
6	LCT- MDL047.0-C21	47µF, ±10%, 25V, CASE-D TANT CHIP CAPACITOR	7000	AVX/KYOCER A INDIA LIAISON OFFICE	TPSD476K025R 0125	100%- 15.04.2021
7	LCT-ME1000.3-C44	1000µF, ±20%, 2.5V, 5 MILLI OHM ESR, CASE-E - 7343LOW ESR POLY TANT	14000	PANASONIC INDUSTRIAL DEVICES SALES INDIA	ETPF1000M5H	100%- 15.04.2021

		CAP				
8	LDF-0MURS120-SB0	200V, 1A UFR RECTIFIER SMB(DO-214AA) PB-FREE	21000	ON SEMI-CONDUCTOR TECHNOLOGY INDIA LTD.	MURS120T3G	100%-15.04.2021
				DIODES INC.	MURS120-13-F	
9	LDV-RDN01410-D00	14V / 10MM METAL OXIDE VARISTOR	7000	EPCOS INDIA PVT. LTD.	SIOV-S10K14 or B72210S0140K101	100%-15.04.2021
10	LFF-00004000-SM0	4A, VERY FAST ACTING FUSE, SMD	14000	LITTELFUSE FAR EAST PTE LTD.,	0453004.MR	100%-15.04.2021
11	LFF-00006300-SM0	6.3A, VERY FAST BLOW FUSE, SMD	14000	LITTELFUSE FAR EAST PTE LTD.,	045306.3MR	100%-15.04.2021
12	LLC-220J0800-710	22NH, ±5%, 300 MILLI AMP, 0.6 OHM DCR, CHIP INDUCTOR, SMD - ROHS	21000	TAIYO YUDEN SINGAPORE PTE. LTD.	HK100522NJ-T	100%-15.04.2021
13	LLC-220J0802-710	22NH, ±5%, 350 MILLI AMP, 0.42 OHMS 0402 CHIP INDUCTOR	7000	MURATA ELECTRONICS INDIA PTE LTD	LQG15HS22NJ02D	100%-15.04.2021
14	LLS-222M13A0-000	2.2µH, ±20%, 13A ISAT, SMD POWER INDUCTOR - ROHS	7000	WURTH ELECTRONICS SERVICES INDIA PVT LTD	744311220	100%-15.04.2021
15	LLS-332M1A90-000	3.3µH, ±20%, 1.9A ISAT SMD POWER INDUCTOR - ROHS	56000	COILCRAFT SINGAPORE PTE LTD	LPS4018-332MRC	100%-15.04.2021
16	LLS-561M21A0-000	0.56µH, ±20%, 21A, 1.56 MILLI OHM SMD POWER INDUCTOR - SIZE 11.5 X 10 X 4MM	7000	PANASONIC INDUSTRIAL DEVICES SALES INDIA	ETQP4LR56WFC	100%-15.04.2021
				FUJITSU COMPONENTS ASIA PTE LTD	FIM30538	100%-15.04.2021
17	LQF-MSI4800B-S17	30V, 9A, N-CH POWER MOSFET S08	14000	VISHAY INTERTECHNOLOGY ASIA PTE LTD.	SI4800BDY-T1-E3	100%-15.04.2021
18	LQG-NMBT3904-S90	40V, 200MA, NPN	7000	FAIRCHILD SEMICONDUCTOR	MMBT3904	100%-15.04.2021

		TRANSISTOR SOT-23, PBF		TOR ASIA PAC PTE LTD	
				INFINEON TECHNOLOGIE S ASIA PAC. PTE LTD.	SMBT/MMBT 3904
				ON SEMI- CONDUCTOR TECHNOLOGY INDIA LTD.	MMBT3904LT1 G
				NXP SEMICONDUCTORS INDIA PVT LTD.	MMBT3904
				NEXPERIA BV INDIA BRANCH	MMBT3904

The format for techno commercial bid must be as below, bidders must quote in the prescribed format only, deviations from the format will not be acceptable and the bids will be treated as cancelled:

S.N O	C- DOT_PART_C ODE	DESCRIPTI ON	OUR MAKE	OUR PART NO.	YOUR OFFERE MAKE	YOUR OFFERED PART NO.	Requ ired QTY	PR ICE	MOQ/S PQ	LEA D TIM E

**TERMS AND CONDITIONS :**

Sl No	Terms & Conditions	Remarks
1	PRICE TERMS/SHIPPING TERMS	
2	PAYMENT TERMS	
3	GST/OTHER TAXES	
4	PACKING FORWARDING CHARGES	
5	FREIGHT CHARGES	
6	ANY OTHER DETAILS	

**SPECIAL NOTE:- TEST REPORT IS MANDATORY AND MAY BE SPECIFIED IN YOUR OFFER AND ITEMS ARE TO BE SUPPLIED WITH TEST REPORT ONLY.**

**NOTE:-**

1-Rates may be quoted in the slab of 100 %, 200 % & 300 % & 400%.

2.Preferable Terms of Price

a.) For Indigenous vendors(quoting in INR ) will be for ITI LTD Raebareli

b.) For Foreign vendors upto CIF, New DELHI Airport

3. Preferable Payment terms will be Normal 60 days and Lc 60 days. Other payment Terms will affect the loading factor during evaluation of Price Bid as under:

Sl no	Payment Terms	Loading Factor
1	NORMAL 60 DAYS/ LC 60 DAYS	NIL
2	NORMAL 30 DAYS/ LC 30 DAYS	1.25 % ON LANDED COST
3	COD/ON DELIVERY/THROUGH BANK/THROUGH RTGS/LC AT SIGHT	2.50 % ON LANDED COST
4	ADVANCE TT	3.75% ON LANDED COST

4-Only ITI approved sources need to submit their quotes.

5-Other interested bidders may please contact our vendor development cell for registration and approval procedure ph.no ; 0535-287172, 287568 & 0535-2202247 .

6.You may quote only for approved parts.

7. Please also see the detailed terms and condition for the submission of our tender on our website "itilt-d-india.com"

### **GENERAL INSTRUCTIONS**

- A. The offer must be submitted in a sealed cover envelop superscribed with our enquiry no.& due date.  
Quotation against different enquiries should be in different covers. Late quotations are liable for rejection.
- B. The price quoted must be valid atleast 180 days. The offer should clearly indicate all terms & conditions.
- C. Should the supplier fail to deliver the material on part thereof as per agreed delivery schedule. We shall be entitled to recover as agreed, liquidated damages sum @ 0.5% of the value of material per Week for first four weeks there after 0.7 % per week for such delay or part thereof.
- D. Brand name, code & make of items according to which the materials will be supplied must be indicated clearly.

- E. Company reserves the right to reject the lowest tender / any tender without assigning any reason. In such a case , company's decision will be final.
- F. Please send your bid in sealed envelop indicating enquiry reference and due date through courier.
- G. You can also see this enquiry on our website [www.itltd.in](http://www.itltd.in) .

THANKING YOU,

YOURS FAITHFULLY

# **INTEGRITY PACT**

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of .....20 .

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

**AND:**

..... represented by  
..... Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ..... of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

**NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:**

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

**SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1 The Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The contractor(s) will not enter with other contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission

of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The contractor(s) will not commit any offence under IPC/PC Act, further the contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Contractor(s) from the tender process.
- 3.2 If the Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground



including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Contractor(s) could be revoked by the Principal if the Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the

Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 7.1 If the Principal receives any information of conduct of a Contractor(s) or sub-contractor/sub-vendor/associates of the Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.

The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad, IPS (retd.)  
M-1101, Shalimar Gallant Apartment  
VigyanpuriMahanagar  
LUCKNOW – 226 006

Any changes to the same as required / desired by statutory authorities is applicable.

#### **SECTION 9 – FACILITATION OF INVESTIGATION**

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### **SECTION 10 – LAW AND JURISDICTION**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **SECTION 11 – PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee

period of the project / work awarded, to the fullest satisfaction of the Principal.

- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

## **SECTION 12 – OTHER PROVISIONS**

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.5 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For CONTRACTOR(S)

.....  
(Name & Designation) (Name & Designation)

Witness

Witness

1) ..... 1).....

2) ..... 2).....