



# ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

SULTANPUR ROAD , RAE BARELI -229010 (UP) INDIA

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**PURCHASE ENQUIRY NO.: RSR29G001RL**

(Please quote this in all correspondence)

**ENQUIRY DATE: 27.07.2021**

**DUE DATE : 04.07.2021**

**Opening Date: 05.07.2021**

Dear Sir,

Please quote your prices & Delivery for the following items as per attached General Terms and conditions at Annexure A & Annexure B:

Item no.	Item Code & Item Description	Qty. Reqd	Delivery required
1.	RMMS051004 & SMF VRLA Batteries 12 V,26AH with necessary accessories like connecting leads, screws and cable lugs etc.	66 nos.	July - 2021

**( Technical Specifications & General Terms and Conditions as per Annexure-1 )**

1. Please confirm material specification, strictly as per our enquiry in your quotation.
2. In case you are not interested in quoting to us, please inform us your NO-BID by courier / FAX / e-mail.
3. Quote the basic rate, GST , freight, and taxes separately. Also confirm that documents will be issued for claiming CENVAT.
4. Any product / item found faulty during our manufacturing process / system testing / installation and commissioning / operation of our equipment in field due to deviation from our specifications shall be replaced by vendor free of cost immediately.
5. In case of any dispute only Rae Bareli court will have jurisdiction to try the suit if any.
6. This is a Limited tender, hence only the vendors approved by ITI Ltd may apply against this enquiry. .
7. The above enquiry is also available in our website [www.itild.india.com](http://www.itild.india.com) & Govt. website [www.eprocure.gov.in](http://www.eprocure.gov.in)
8. Payment will be made after successful commissioning of the machine / item.
9. Price must be on FOR ITI RBL basis inclusive of insurance charges.

Yours faithfully  
For ITI Limited, Raebareli  
**(Pankaj Sinha)**  
**CM-PPM**

## Annexure-A

### TERMS AND CONDITIONS

1. **SUBMISSION OF TENDERS:** (A) This is only an enquiry to quote and not an order. This tender enquiry is not transferable. (B) Tenders must be submitted in a SEALED ENVELOPE SUPERSCRIBED WITH OUR ENQUIRY NO. & DUE DATE ON THE face of the envelope and should be addressed to ITI Limited, Sultanpur Road, Rae Bareli-229010 (U.P) India.

**NOTE :** a. Tenders should reach us on or before the due date before 17:00 Hrs. of the due date.  
b. Separate envelopes should be used for each enquiry.  
c. Please send your offer in a sealed envelope. Offer should have separate commercial conditions and technical details.  
d. This is a limited type tender and hence only offers of only approved vendors shall be considered for evaluation.

2. **OPENING OF TENDERS :**  
Tenders against enquiries will be opened in the presence of the tenderer/authorized representative on THE next date of DUE DATE OF THE TENDER itself / the next working day, if desired by the vendor/s well in advance (2-3 days) intimating us thru mail.
3. **LATE OFFERS:** Open tenders (not superscribed with our enquiry No. and Due date on the face of envelope) and / or tenders / FAX / E-mail which are received late are liable for rejection.

**NOTE :**

- a. Send your quote well in advance of due date to avoid postal/courier delay. Raebareli based vendors are advised to submit the tenders to our P & A Department in person to avoid postal delay/loss of tenders in transit.
- 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.
- b. Prices must be per unit as called for in the enquiry and should be on F.O.R, ITI Works basis only and inclusive of insurance charges. In such an event, while tabulating the offers, insurance is not to be reckoned and should include weather proof packing adequate to withstand transshipment damages. Local supplier's offers should be on F.O.R delivery at our Stores in our Plant.
- c. ITI, under normal circumstances, may not negotiate for the price. We may also short list only two to three 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 / advantage of price decrease will be shared equally between ITI and the supplier.
- f. Vendors should deliver the material to ITI-Stores irrespective of whether they are Raebareli based or from outstation. Out station vendors can make use of their local representative / Courier Service / Surface transport on door delivery basis to deliver the material at ITI-Stores. ITI will not take the responsibility of clearing the goods from the carrier's godown / office / railway station / airport etc.
- g. In case of supply of imported items by local dealers proof of import should be provided. Prices quoted should indicate clearly the Modvat 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 materials sold to ITI from the relevant imported consignment, covered under this appropriate Bill of Entry.

**5. STATUTORY LEVIES :**

- a. All applicable statutory levies like Sales Tax, GST etc., should be separately indicated with the current rate applicable. Otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from statutory levies other charges like handling, P&F etc., will not be paid by us.
- b. In case of sales tax exempted delivery, authorization letter from the competent authority should be enclosed along with the quote.
- c. In case of your absorbing the sales tax 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.

**6. MODVAT RELIEF :**

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

**7. TERMS OF PAYMENTS:**

- a. ITI prefers long credit period. For any variation in payment terms quoted by different vendors, loading in the comparative statement will be made suitably.
- b. NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.
- c. In case you fall under SSI as per DIC, please mention the same in all your quotations / invoices indicating also the certificate number. This is essential if in the unlikely event of delay in payment, you would like to claim preferential payment as an S.S.I.

**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 system".
- c. Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing center authorised by us.
- d. We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings/requirements are supplied.
- e. The supplies shall be from the latest batch of production. Batch Number should be indicated on the components/packet/test certificate and accompanying delivery challan / test certificate.
- f. Test certificate / check list should accompany each supply. Consignments without test certificate are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days prior notice for completing the necessary EXCISE FORMALITIES. You should make arrangements to collect the material either personally, OR through your authorised representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.
9. SAMPLES :  
Those tenderers who have not supplied the material against any of our earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you bulk supply should commence only after approval of samples.
10. WARRANTY :  
Please note that we are an ISO 9002 accredited company. All our equipments/systems have a warranty of minimum 24 months from the date of installation and commissioning. Within this warranty period, if any of your component/subsystem is found defective during our manufacturing process/system testing/installation and commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you."
11. GENERAL :
  - a. We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
  - b. Successful tenderer only will be intimated by post through/letter of intent/firm orders.
  - c. Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.
12. DELIVERY SCHEDULE :
  - a. Please indicate minimum LEAD TIME REQUIRED, manufacturing capacity and the quantity that can be reserved for us.
  - b. Liquidated Damages Clause :  
Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.
13. FABRICATION ORDERS ONLY :  
In case of Fabrication Orders :
  - a. Necessary Bank guarantee towards the cost of raw material / component to be issued by ITI would be necessary.
  - b. A quality agreement has to be entered into with ITI before commencing supply.
  - c. Furnish the particulars of the Income Tax such as
    - i) ACCOUNT NO.
    - ii) Place where Income Tax Circle is situated along with tender documents. otherwise such tenders are liable for rejection.
  - d. The technical know-how Literature, specifications etc., if furnished to you alongwith this Purchase Enquiry/Order are strictly for the limited purpose of supplying / manufacturing the items mentioned therein and you shall have no right to make use of the same for any other purpose or to execute any other order or pass on the same to others. The aforesaid know-how, literature, specification etc., must be returned to us in case you regret to quote / after executing the orders as the case may be.
  - e. Further Please certify that :
    - i) The know-how will not be passed on to others.
    - ii) No export will be done by you directly without arriving at a commercial understanding with ITI Ltd.
    - iii) No supply will be made by you to any outside agency without ITI's prior approval and commercial understanding.
    - iv) Kits/components will not be diverted to other orders.
    - v) Drawing if any should be returned, along with your offer.

- f. Tax would be deducted at source under the T.D.S scheme as per IT rules at appropriate rates, wherever applicable. Any exemption or recovery at lower rates would be considered only on production of appropriate certificates issued by IT officers concerned. T.D.S Certificates would be issued after the 15th of following month.
14. LOCAL REPRESENTATION :  
Please indicate your local representative's address, telephone, Fax No., E-mail Id, the person to be contacted, in the offer.
15. 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.
16. GOVERNING LAW :  
All suits shall be instituted in a court of competent jurisdiction at Rae Bareli and in case of arbitration, the Indian Arbitration Act, 1996 is applicable.

Yours faithfully  
For ITI Limited, Raebareli  
**Pankaj Sinha**  
CM-PPM

### **ANNEXURE - B**

The loading of Payment factor shall be applicable for Indigenous sources as per details below.

SN	PAYMENT TERMS	LOADING FACTOR
1-	NORMAL 60 DAYS / LC with 60 days	NIL
2-	NORMAL 30 DAYS / LC within 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

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