



ITI LIMITED
P.O. ITIM MANKAPUR,
DISTT. GONDA (U.P.)

Speed Post / Courier

Please Reply To : **SANTOSH KUMAR (CMM-SP)**
Phone: 05265-273332 Fax: 05265-230213

Enquiry No. MS//MF/9F/MAXL/IC/23
TENDER_ID_NO.:B330930

Date : 19.06.2009

To,
M/s

Dear Sir,

Please quote your lowest price and best delivery for the items for which you approved from C-DOT . List of items are as per Annexure "A"

DUE DATE : 15/07/2009

Instruction of Submission of Tenders :

1. The offer must be submitted in a closed cover superscribed with our **Enquiry No. and Due date**. Quotation against **each Enquiry should be submitted in a separate cover**. Late quotations are liable for rejection.
2. Offer may be sent by post/courier or e-mail.
3. The e-mail quotations / offers should must be send in **e-mail attachment format** .
4. The e-mail quotations / offers may be submitted as attachment(s) **at e-mail-ID: newtender_mkp@itilttd.co.in** only .The attachment (s) must be.pdf /.doc/.xls/jpg/.tif type of file.
5. **No copy (cc) of quotations / offers should be sent to any other e-mail - ID of ITI Ltd.**
6. **The subject line of e-mail for offer / quotations must contain Tender_ID_no: B330930 Due date :15/07/2009 .**
7. **Kindly contact at santosh_mkp@itilttd.co.in for any clarification.**
8. Offer shall not be considered in case of violation of above instructions.
9. **Please quote separately for following two categories of payments:**
 - i) Rates as per our Payment terms i.e. "Payment within 60 days after receipt and acceptance of the materials".
 - ii) Rates on the basis of payment terms : COD/Through Bank.
10. **Evaluation of the Enquiry is to be done on the basis of these options separately.**
10. The price quoted must be firm (for at least 180 days from the closing date of the tender) F.O.R. MANKAPUR/FCA basis and relate to the unit indicated.
11. Specification must be clearly stated with delivery details.
12. Quotations not accompanied with samples (When called for) will not be considered. The sample must be preferable stamped with supplier seal and reference.
13. Failure to adhere to these Instructions will render the offer liable for rejection.
14. You may quote the rate for half / double / triple of the tendered qty. also
15. Tender qty. may be distributed more than one source in the ratio of 60:40 to 70:30 or 50:30:20 etc.
16. This is not confirm requirement. It is materials forecast for this financial year requirement.

Yours faithfully
FOR ITI LIMITED

(SANTOSH KUMAR)
CHIEF MATERIALS MANAGER (SP)

e-mail: santosh_mkp@itilttd.co.in

Ph. No. : 91-5265-273332, 230123

Encl.: 1) Terms & Conditions
2) List of items

ANNEXURE”B”

ENCLOSURE TO

Enquiry No. MS/MF/9F/MAXL/IC/23

Date : 19.06.2009

TENDER_ID_NO.:B330930

DUE DATE : 15.07.2009

TERMS AND CONDITIONS FOR SUBMISSION OF TENDER (INLAND)

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 through email/fax/sealed envelop and should be addressed to:-
CHIEF MATERIALS MANAGER (SP)
ITI LIMITED, MANKAPUR - 271 308.
GONDA, UP.

NOTE :

Tenders should reach us on or before the due date before 17.00 Hrs. of the due date.

2.LATE OFFERS :

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

NOTE :

- 1. Send your quote well in advance of due date to avoid postal /courier delay.
- 2. 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.
- 3. 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.

3.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. Mankapur** 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.
- 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. 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.

4. STATUORY LEVIES:

- a. All applicable statutory levies like Sales Tax, Excise Duty. 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.
- d. In case of statutory levies like Sales Tax, Excise Duty, Surcharge etc., are modified, the same has to be intimated to ITI immediately.

5. TERMS OF PAYMENTS:

- a. **Payment will be made for the accepted quantity within 90 days from the date of receipt of the material at our Stores. Payment will be made through Cheque Only.**
- 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 even of delay in payment, you would like to claim preferential payment as an S.S.I.

6. 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 EXCISE FORMALITIES. 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.

7. 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 alongwith your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples.

8. WARRANTY:

Please note that we are an ISO 9002 accredited company. All our equipments / systems have a warranty of 18 months from the date of dispatch to our customer. Hence the warranty of your products should be for a minimum period of 24 months from the date of supply. 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.

9. 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 order.
- 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.

10. 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.

11. SECURITY DEPOSIT:

In case of an order on you, you will have to agree for an interest free security deposit which will be fixed by us, interest which will be forfeited in case you fail to execute the order to our satisfaction in all respects. This clause may be waived off in case of approved or established suppliers. However, the sole desecration lies with ITI.

12. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone, Telex No. Fax no. Pager No, e_mail address the person to be contacted, in the offer.

13. TECHNICAL CATALOGUE:

In the even 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.

- 14.** Issue of 'C' Form/Form 'B' will be done on financial year wise as per the statement to be furnished by you as below in quadruplicate. We will be only endorsing on the same.

15. GOVERNING LAW:

All suits shall be instituted in a court of competent jurisdiction at GONDA and in case of arbitration, the Indian Arbitration Act, 1940 is applicable.

16- MODVAT RELIEF-

- (a) We are eligible to avail the credit of excise duty paid on items procured for manufacturing telecommunication 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) Agent/Distributor on whom an order is placed should also produce invoice cum gate pass as per the procedure laid down by central excise rules and notification issued from time to time. They should get registered with central excise authorities where ED is being passed on.

CHIEF MATERIALS MANAGER(SP)
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