




ELECTRONICS CORPORATION OF INDIA LIMITED
A Govt. of India (Dept. of Atomic Energy) Enterprise
ECIL (Post), Hyderabad – 500062, Telangana, India

HOMELAND SECURITY SOLUTIONS - HSS
SECURITY SYSTEMS & PROJECTS DIVISION - SSPD

REQUEST FOR QUOTATION
Tender No: HSS/P/2156/3096

Scope of Supply	:	Supply of 63A 4-Pole MCCB, 16A Double Pole, 6A Single Pole, Indoor Power Distribution BOQ and Specifications as per Annexure - A	
Method of Tender	:	Two Part Bid System (Simultaneous receipt of separate Technical and Financial Bids)	
Important Dates:		Date	Time
Tender Publishing Date	:	03.08.2024	-
Tender Document Download Start Date	:	03.08.2024	-
Due Date for Submission	:	26.08.2024	15:00 Hrs
Opening of Techno-Commercial Bids	:	26.08.2024	15:30 Hrs
Opening of Price Bids	:	After Techno-commercial evaluation	
Contact Person Details	:	In-Charge (Purchase), HSS -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182391/2365 Direct Line: 040-27122474 E Mail ID: isgetenders@ecil.co.in igmmgt@ecil.co.in , isdpurchase@ecil.co.in	

		
ELECTRONICS CORPORATION OF INDIA LIMITED A Govt. of India (Dept. of Atomic Energy) Enterprise ECIL (Post), Hyderabad – 500062, Telangana, India HOMELAND SECURITY SOLUTIONS - HSS SECURITY SYSTEMS & PROJECTS DIVISION - SSPD		
Telephone:	040-27182391/2365	In-Charge (Purchase), HSS - Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062.
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Tender No: HSS/2156/3096

Date: 03.08.2024

Dear Sir,

Invitation of Bid for:

“Supply of 63A Pole MCCB, 16A Double Pole, 6A Single Pole, Indoor Power Distribution BOQ and Specifications as per Annexure – A”.

Electronics Corporation of India Ltd., (ECIL) a Government of India undertaking with its registered office at ECIL P.O, Hyderabad – 500062, invites Bids through e-Procurement portal (<https://etenders.ecil.co.in>) for supply of items listed in PART-II of this RFQ. This RFQ is being issued on Two Part Bid basis. The firm has to upload Techno-Commercial Bid in the Technical Part of the online tender and Price Bid in the financial offer part of the online tender.

- The address and contact numbers for sending documents or seeking clarifications regarding this RFQ are given below.

a)	Contact details	:	For Technical clarifications: Shri Rohit Kumar Maurya, Manager(Technical) E-mail id: rkmaurya@ecil.co.in Tel. phone No:040 2718 2622
		:	For other RFQ related clarifications: In-Charge (Purchase), HSS -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182391/2365 Direct Line: 040-27122474 E Mail ID: isgetenders@ecil.co.in ; igmmgt@ecil.co.in ; isdpurchase@ecil.co.in
		:	For eProcurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in

2. This RFQ is divided into Five Parts as follows:

Sl. No.	Parts	Document Description	Page No.
(a)	Part I	General Information and Instructions for the Bidders	4-5
(b)	Part II	Compliance to Essential Details of Items Required	6-9
(c)	Part III	Standard Terms and Conditions	10-15
(d)	Part IV	Compliance to Special Terms & Conditions	16-21
(e)	Part V	Evaluation Criteria and Price Bid Format	22
(f)	Annexure -A	Compliance to Technical Specifications	23-24
(g)	Annexure -B	EMD Format	25-26
(h)	Annexure -C	Bid Security Declaration Form	27
(i)	Annexure -D	Performance Bank Guarantee Format	28-29
(j)	Annexure -E	Non-Blacklist Undertaking Format	30
(k)	Annexure -F	Warranty Format	31
(m)	Annexure -G	COC Format	32

This RFQ is being issued with no financial commitment and ECIL as a Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw/cancel the RFQ, should it become necessary at any stage (before or after bidding) without assigning any reason, whatsoever. ECIL shall have no liability for above mentioned actions.

Thanking you,

Yours faithfully,

For Electronics Corporation of India Limited

HSS – Purchase

Encl.: RFQ Part-I to V and Annexure A to G.

PART - I – GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

- 1. Due Date: Last Date and Time for Uploading the Bids: (15:00Hrs on 26.08.2024)**
Bids should be submitted by due date and time through e-procurement portal of ECIL for Supply of items mentioned in Part II of RFQ.
- 2. Manner of Submitting the Bids:**
The bidder is required to submit soft copies of their bids electronically on ECIL e-Procurement Portal, using valid Digital Signature Certificates. For necessary instructions please refer to the “User Manual for Vendor” and “User Manual of Bid Preparation” documents available in the Learning Center link on e-Procurement portal. Bids sent by post, fax, mail or e-mail will not be considered.
- 3. Method of Tender: Two Part Bid System (Simultaneous receipt of separate Technical and Financial Bids)**
Bidder should submit Techno-commercial & price bids separately. Only the Techno-commercial bid would be opened on the date of bid opening. Price bid will be opened, only when Techno-commercial bids are found to be qualified. Any reference to price in TECHNO-COMMERCIAL BID will render the bid invalid and such bid shall be rejected summarily.
- 4. Opening of Bids: Time and Date for Opening of Bids: (15:30 Hrs on 26.08.2024)**
If due to any exigency, the bids are not opened on the date and time mentioned above, the bids will be opened on the next working day.
- 5. Validity of Bids:**
The Bids should remain valid for a minimum period of **120** days from the due date of RFQ.
- 6. Bid Security Declaration:**
In place of a Bid Security, every bidder has to sign a bid security declaration form accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they felt to sign the contract, or to submit a performance security (if required) before the deadline defined in the tender document, they will be suspended for the period of one year as specified in the Bid Security Declaration Form, from being eligible to submit bids for contracts with the entity that invited the bids. Every Bidder is required to submit the Bid Security Declaration Form as per **Annexure-C**.
- 7. Earnest Money Deposit (EMD):**
 - (a)** Bid shall accompany interest-free **EMD for Rs.10,500/- (Rupees Ten Thousand five hundred only)** in the form of Demand Draft, drawn on any scheduled bank in favor of ‘Electronics Corporation of India Limited’ and payable at Hyderabad. **Bank Guarantee** in lieu of DD is **preferable**, if furnished on a Scheduled Bank of repute, strictly as per format in **Annexure-B**, valid for **120 days** from the due date for submission of bids on the Tender with additional claim period of **45 days**.
 - (b)** Submission of EMD will be waived off for registered MSE/ NSIC vendors. Vendors should submit the valid Udyam Registration Certificate as a supporting document.
 - (c)** Compliance to EMD clause is mandatory.

8. Clarification regarding contents of the RFQ:

Bidder requiring clarification regarding the contents of the RFQ shall notify to the Buyer in writing about the clarifications sought not later than the date mentioned in the RFQ for clarifications. Clarification by the purchaser will be sent by e mail or by Speed Post.

9. Modification and Withdrawal of Bids:

Bidder may modify or withdraw his bid after submission prior to due date and time prescribed for submission of bids. In case of modification / revision, the latest submitted bid will be treated as valid bid. Bids cannot be modified after the due date for submission of bids.

10. Clarification regarding details/contents of the Bids:

The Buyer may, at his discretion, ask the bidder for clarification of their submitted bid in writing. Change in prices or substance of the bid will not be sought, offered or permitted.

11. Pre-Bid Meeting: Not applicable

12. Amendments to RFQ:

The buyer reserves the right to issue any amendments, corrigendum, clarification, etc. to the RFQ, giving reasonable time to the Bidder, prior to the due date and time for online bid submission. Bidders are requested to update themselves on ECIL e-Procurement portal the details such as pre-bid clarifications, corrigenda and other documents forming a part of subject RFQ, before submission of their bid.

13. Rejection of Bids:

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the Bid. Any non-conformity with the techno commercial clauses and technical specifications mentioned in the RFQ will lead to Rejection of Bids.

PART-II – COMPLIANCE FOR ESSENTIAL DETAILS OF ITEM REQUIRED

Particulars	Sl. No.	Terms and Conditions			Compliance required	Yes/No/Deviation if any
Scope of Supply:	1.1	S. No.	Description	Qty	Complied	
		1	63A Pole MCCB, 16A double pole, 6A single pole, Indoor power Distribution BOQ and Specifications as per Annexure – A.	As per Annex-A		
	1.2	Bidder shall submit Compliance with sign and stamp mandatorily for each requirement specified in the Technical Specifications and each clause/sub-clause of terms and Conditions of RFQ including Annexures and upload it along with the bid.			Complied	
	1.3	The material offered shall be in accordance with the Technical Specifications in Annexure-A of the tender document. Details of variations from the Technical Specifications, if any, should be clearly indicated in the offer.			Complied	
	1.4	Bidder shall submit details such as Make and model offered for each line entry of BOQ and provide datasheet/technical literature in support of technical specifications.			Complied	
	1.5	Un priced BOQ duly filled, signed, and stamped, as per Annexure -A shall be uploaded in the portal along with technical bid.			Complied	
	1.6	For each line entry of BOQ, Bidder shall offer any one of the approved makes given in the BOQ/technical specifications of tender and multiple makes for same item are not acceptable.			Complied	
	1.7	The bid should cover the total scope in RFQ document. Bids for part scope will be rejected summarily.			Complied	
Delivery Period:	2	The material to be supplied at ECIL, Hyderabad within 04 Weeks from the date of electronic transmission of ink signed Purchase Order.			Complied	
Bid Evaluation Criteria:	3	Among the qualified Bidders, Bidder whose price (LANDED COST) for total scope of RFQ items put together is lowest (excluding GST) shall only be treated as lowest Bidder. Since the tender is being floated in two Part basis, Techno-commercial and Price Bid, the price of required RFQ items should not be declared in Part-1 i.e Techno-commercial Bid. Disclosure of			Complied	

		<p>price in Techno-commercial Bid will lead to rejection of the Bid thereby disqualification of that Bidder.</p> <p>Bidder should provide undertaking to give demonstration of the Product as specified at Annexure B.</p> <p>Bid may be rejected in case of-</p> <ul style="list-style-type: none"> a. Non submission of EMD of Rs.10,500/- (Rupees Ten Thousand five hundred only) by Non-MSME bidder. b. Non submission of Signed and stamped RFQ T & C (Part I to Part V), all Annexures and other desired documents. c. Variation in Quoted Payment Term- The bidder has to necessarily accept the RFQ payment terms only. Else, the bids for conditional price (such as conditional discount, advance payment, no. of day's payment) may be rejected. The decision of ECIL is final & binding on the bidders in this regard. d. Non submission of documents applicable under "Eligibility and Qualification Criteria" i.e. PAN, GST certificate, Udyam Registration certificate if any, certificate of Incorporation, signed and stamped copy of all the Formats like Bid security Declaration, PBG, Non Blacklist undertaking etc. whichever is attached with this RFQ terms and conditions. 		
<p>Eligibility and Qualification Criteria:</p>	<p>4</p>	<ul style="list-style-type: none"> (a) Bidder should be OEM/Dealer/Distributor/Channel Partner of the OEM. (b) The bid(s) will not be entertained if the same Bidder is representing more than one OEM for a particular item or both OEM and Distributor participates simultaneously in the tender. (c) Bidders should have well established office set up and registration with Tax Department and shall provide required Certificate of Registration wherever applicable, viz., PAN No, GSTN etc. (d) Bidders are required to confirm their corporate office/ registered office/ Factory address in their letter head along with certificate of Incorporation. If the address in bid submitted differs from the address of supply, it should be declared well in advance by the Bidder. (e) The Bidder Firm / company should have minimum average annual turnover of Rs.4.69 lakhs (Rs.3.51 lakhs for MSE and Startup bidders) in last 3 years ending 31.03.2023 i.e. 	<p>Complied</p>	

		<p>for financial years 2020-2021, 2021-2022, 2022-2023 or for last 2 years ending 31.03.2023 i.e. for financial years 2021-2022 & 2022-2023.</p> <p>Bidder can submit certificate from practicing Chartered Accountant OR</p> <p>Audited balance sheets, IT Returns and P & L account for these financial years should be furnished.</p> <p>(f) The bidder should have experience in supply of similar items “ electrical equipment like MCB Single Pole / Double pole, power distribution unit etc ” during last seven years would have successfully completed orders as under:</p> <p>(i) Single order of value Rs.4.17 lakhs (Rs.3.12 lakhs for MSE and Startup bidders) or more OR</p> <p>(ii) Two orders each of value Rs.2.60 lakhs (Rs.1.95 lakhs for MSE and Startup bidders) or more OR</p> <p>(iii) Three orders each of value Rs.2.08 lakhs (Rs.1.56 lakhs for MSE and Startup bidders) or more.</p> <p>PO copies along with completion certificate for above from any PSUs and Government Organization shall be furnished by the bidder as a documentary proof.</p> <p>(g) Bidder should have positive net worth as on 31-03-2023, duly certified by a registered Chartered Accountant OR</p> <p>Bidder should have solvency for a minimum of Rs.1.56 lakhs (Rs.1.17 lakhs for MSE and Startup bidders) supported by Certificate from a Scheduled or International Bank of repute with Indian presence.</p> <p>(h) The Bidder Firm/ Company should not have been blacklisted, debarred or prosecuted by any Central Government or State Government Department/ Government Organization/ PSU for corrupt, fraudulent or any other unethical business practices. Bidder shall not have any litigation pending with any of the Govt. organizations. (Undertaking as per Annexure-E to be submitted).</p>		
Bid submission requisite	5	All the attached documents in all Annexures are to be signed and stamped and then it should be uploaded else bid may be rejected.	Complied	

Bid validity	6	The Bids should remain valid for a minimum period of 120 days from the due date of RFQ else bid may be rejected.	Complied	
Mode Of Delivery	7	By Road	Noted	
Consignee Details:	8	The Items are to be delivered at ECIL, Stores – HSS. Contact Details: 040-2718 6808 / 2655 / 6662	Noted	

PART-III – STANDARD TERMS AND CONDITIONS

The Bidder is required to give mandatory confirmation of their acceptance of the Standard Terms and Conditions of the Tender mentioned below, which will automatically be considered as part of the contract concluded with the Bidder. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. Law:

The Purchase Order shall be considered and made in accordance with the laws of India for the time being in force. The Purchase Order shall be governed by and interpreted in accordance with the laws of India.

2. Effective Date of the Purchase Order (PO):

The PO shall come into effect on the date of issue of Purchase Order and shall remain valid until the completion of the obligations of the parties under the PO.

3. Acknowledgement of Purchase Order:

Order acknowledgment should be sent within 6 business days. Non receipt of PO Acknowledgement with the prescribed time will be treated as Seller's acknowledgement.

4. Amendments:

No provision of present Purchase Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Purchase Order and which expressly states to amend the present Purchase Order.

5. Termination of Purchase Order:

The Buyer shall have the right to terminate the Purchase Order in part or in full in any of the following cases: -

- (a) Bidder fails to supply the materials / services as per the agreed specifications.
- (b) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery with extension thereto if any.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) As per decision of the Arbitration Tribunal.

6. Notices:

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

7. Arbitration:

- (a) Any disputes or differences arising out of or in connection with the Purchase Order shall be settled by mutual amicable discussions. If this conciliation fails, unresolved disputes, if any, shall be resolved through Sole Arbitral Tribunal as per the provisions of the Arbitration & Conciliation Act, 1996 through the International Centre for Alternative Dispute Resolution (ICADR), Hyderabad, under the ICADR Rules of Arbitration.
- (b) The venue for Arbitration proceedings shall be at Hyderabad.
- (c) All disputes shall be subjected to exclusive jurisdiction of the Courts in Hyderabad (GHMC) / Medchal-Malkajgiri District, notwithstanding concurrent jurisdiction of other courts of law.

8. Penalty for use of Undue Influence:

The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

9. Non-disclosure cum Confidentiality:

- (a) When purchase order is awarded, the Bidder should undertake to treat purchase order and services to be rendered therein as absolutely confidential and shall not disclose or provide any information, which may come to your knowledge or passed on to you during the execution by ECIL or end customer, to any third party, person or country under any circumstances without prior written consent of ECIL.
- (b) The Bidder should keep all technical specifications, scope, details of equipment at and corresponding locations, terms and conditions, including, Drawings, Site Plans as confidential and shall not disclose to any third party, without prior written consent of ECIL.
- (c) ECIL reserves the right to initiate legal action as per prevailing law against the Bidder and / or claim damages for non-compliance.

10. Transfer and Sub-letting:

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. Tolerance Clause:

To take care of any change in the requirement during the period starting from issue of RFQ till placement of the contract, Buyer reserves the right to 5% plus increase the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

12. Taxes and Duties:

(a) General (in respect of indigenous bidders):

- (i)** Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFQ. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- (ii)** If a bidder is exempted from payment of any duty/tax up to any value of supplies from them he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- (iii)** Any upward changes in levies, taxes and duties levied by Central/State governments such as CGST, SGST& IGST etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the Seller.
- (iv)** In case of extension of Delivery Period any increase in taxes, duties, levies etc. will not be paid to the seller unless the reasons for the delay are attributable to Buyer. In case of decrease the difference to be passed on to the buyer.

(b) GST:

- (i)** Bidders should quote GST separately in their quote. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidders are inclusive of GST and no liability of GST will devolve upon the Buyer.
- (ii)** On the Bids quoting GST extra, the rate, the type of GST – Centre, State, Integrated, Union Territory applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rates mentioned in schedule of GST rates, based on the HSN code and as notified by the GST council.

13. Paying Authority:

The payment of bills will be made by In-charge Bills, ECIL. All payments will be released from ECIL, Hyderabad through e-payment by ECS/EFT mechanism.

The following documents are to be submitted by the seller with the items for making the payment:

- (a)** Ink-signed (Original) copy of Tax Invoice favoring 'Electronics Corporation of India Limited, Hyderabad (GST No: 36AAACE4809L1ZJ) with certification from ECIL site/ ProjectIncharge.
- (b)** DC/E-way bill if applicable as per Rule No. 138 of Central goods and services tax 2017
- (c)** OEM / Distributor COC
- (d)** Guarantee / Warranty certificate.
- (e)** Performance Bank Guarantee
- (f)** Udyam Registration Certificate (if any)
- (g)** Order Amendments (if any)
- (h)** For final payment, Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC

code, MICR code. Towards making electronic payments account details through cancelled cheque to be submitted.

14. Fall clause:

The following Fall Clause will form part of the Purchase Order placed on successful Bidder –

- (a)** The price charged for the goods supplied under the Purchase Order by the Seller shall in no event exceed the lowest prices at which the Seller sells the goods or offer to sell goods of identical description to any persons/Organization including the Buyer or any department of the Central Government or any Department of the State Government or any statutory undertaking of the Central or State government as the case may be during the period or till the performance of all Purchase Orders placed during the currency of the contract is completed.
- (b)** If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Department of central Government or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction or sale or offer of sale to ECIL and the price payable under the Purchase Order for the goods of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
 - (i)** Exports by the Seller.
 - (ii)** Sale of goods as original equipment at a price lower than the prices charged for normal replacement.
 - (iii)** Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Contracts as also under any previous contracts entered into with the Central or State Government Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

15. Risk Purchase clause:

The following Risk Purchase Clause will form part of the Purchase Order placed on successful Bidder –

- a.** Should the goods or any part thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the goods or any part thereof, the Buyer shall after grant the Seller 60 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b.** Should the goods or any part thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c.** In case of a material breach that was not remedied within 60 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other goods of the same or similar description to make good:-

- (i) Such default
 - (ii) In the event of the contract being wholly determined the balance of the goods remaining to be delivered there under.
- d.** Any excess of the purchase price, cost of manufacturer, or value of any goods procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

16. Force Majeure clause:

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities, Epidemic, Pandemic, Government Guidelines or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- (a) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (b) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (c) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

17. Insurance:

For purchase orders placed on FOR, **ECIL, Hyderabad** the necessary insurance to ensure safe transit of material should be catered for by the supplier. The supplier will be responsible for shortage/damage during transit and as such the consignment may be insured by the supplier at his option and cost.

18. Quality:

The quality of the goods delivered according to the Contract shall correspond to the technical conditions and standards valid for the deliveries of the same goods for in Seller's country or specifications enumerated as per RFQ and shall also include therein modification to the goods suggested by the Buyer. Such modifications will be mutually agreed to as per amendments to the contract. The Seller confirms that the goods to be supplied under this Contract shall be new i.e. not manufactured before one year from the date of delivery of Contract/PO, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

19. Conditional Offer:

No conditional offer will be accepted which is not in conformity with the specifications mentioned in the RFQ.

20. Patents and Other Industrial Property Rights:

The prices quoted by the bidders shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

21. Franking Clause:

The following franking clause will form of the part of the Purchase Order placed on Successful Bidders:

- a)** In case of Acceptance of Store(s): The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the buyer under the terms and conditions of the Contract.
- b)** In Case of Rejection of Store(s): The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Office will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and conditions of the Contract.

PART-IV – COMPLIANCE FOR SPECIAL TERMS & CONDITIONS

The Bidder is required to give confirmation of their acceptance of the Special Terms and Conditions of the Tender mentioned below, which will automatically be considered as part of the contract concluded with the Bidder.

Particulars	Sl. No.	Terms and Conditions	Compliance required	Yes/No/Deviation if any
OEM / Distributor COC :	1	<p>OEM / COC to be provided along with the supply without which item will not be accepted.</p> <p>OEM / Distributor COC should include the PO No., Make, Part No, Description, batch code, date code, quantity and any other traceability of the materials being supplied.</p> <p>Distributor COC will be accepted only if vendor submits link documents for COC upto OEM level matching supplied Make/model No & serial Number.</p> <p>Material will be summarily rejected in the absence of the COC format is attached at Annexure-G.</p> <p>Supplier shall establish and maintain records to provide evidence of conformity to the requirements and the same should be made available to ECIL / our customers and regulatory authorities.</p>	Agreed	
Country of Origin:	2	<p>Bidder shall confirm country of origin in Bid.</p> <p>Bidder who share land border with India, Ministry of Finance/ Govt. Of India OM No. 6/18/2019-PPD dated 23rd July 2020, shall be followed.</p>	Agreed	
Terms of Price:	3	<p>The prices shall be quoted by the indigenous bidders strictly on FOR ECIL, Hyderabad and should include all charges towards packing, forwarding, freight, transit insurance and unloading etc.</p>	Agreed	
Payment Terms:	4.1	<p>a) No advance payments will be made.</p> <p>b) 100% payment with 100% Taxes & Duties will be released within 60 days (45 days in case of eligible MSE suppliers on submission of Udayam Registration Certificate) from the date of receipt of total material at and Subject to acceptance and on submission of all required documents specified at Clause</p>	Agreed	

Tender No: HSS/P/2156/3096

		<p>No. 13 of Part-III.</p> <p>Payment of taxes will be made to the Seller after submission of tax remittance documents and uploading the tax return by the vendor, in turn invoice has to appear in GSTR2A of ECIL.</p> <p>C) ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the required documents as per terms of PO.</p>		
	4.2	The documents like test reports/certificates, DC, invoice, warranty etc. should be submitted in original, signed and stamped by Vendor.	Agreed	
	4.3	For processing the payment, the Invoice should be raised from the same address at which the Purchase order was released.	Agreed	
Warranty:	5	Materials supplied should be free from any defects arising from faulty material, design or workmanship and should be guaranteed for quality / satisfactory performance for a period of 01 Year from the date of acceptance. During this guarantee period, if any defects develop arising from faulty material, design or workmanship; the supplier shall remedy such defects at his own cost. If it becomes necessary, the supplier should replace any defective portion of the goods or replace the materials as a whole. (Warranty format as per Annexure-F to be submitted).	Agreed	
Performance BG:	6.1	<p>Within 15 days of award of Purchase Order, Successful bidder should</p> <p>(i) Deposit an amount equal to 10% of Purchase Order Value through crossed Demand Draft drawn in favor of "Electronics Corporation of India Limited, Hyderabad" and payable at Hyderabad (or)</p> <p>(ii) Through Bank Guarantee strictly as per format in Annexure-D for 10% of Purchase Order value on a Scheduled Bank (except Co-Operative Banks) valid for a period of sixty days beyond the date of completion of contractual obligations to cover the bidder's performance on the PO</p>	Agreed	

Tender No: HSS/P/2156/3096

		<p>as well as warranty period has to be furnished.</p> <p>Tentative BG validity period: 01month (delivery period)+12 months (warranty period) + 02 months (additional claim period)= 15 Months.</p>		
	5.2	<p>If the Guarantee is furnished by way of Bank Guarantee, the same should be extended from time to time to serve the intended obligation of successful bidder, failing which ECIL reserves the right to invoke the Bank Guarantee. If the successful bidder fails to furnish the Guarantee in the form of one of above, ECIL reserves the right to cancel PO and invoke Risk Purchase and levy maximum LD; without any further notice.</p>	Agreed	
	5.3	<p>If there is a change in the PO value after release of PO through Order Amendment in terms of PO value and extended period, the BG should be modified/extended accordingly by the vendor for revised value and period</p>	Agreed	
	5.4	<p>ECIL may cancel the P.O. or the payment will not be processed further till the PBG for a Value of 10% of total PO is submitted to Purchase Department within time prescribed.</p>	Agreed	
Liquidated Damages:	6	<p>In the event of the Seller's failure to supply the goods as specified in this Purchase Order, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed/undelivered goods/stores.</p> <p>Date of delivery at ECIL, Hyderabad shall be treated as discharge of delivery obligation for the purpose of arriving at LD, if any. Part week of delay will be treated as full week for computation of LD.</p>	Agreed	

Tender No: HSS/P/2156/3096

Inspection Instructions:	7.1	Inspection will be carried out as per ECIL standard testing procedures at ECIL. However All technical support required during equipment inspection & testing shall be provided by supplier at free of cost. Copy of inspection report will be forwarded to the supplier in case of rejections. The rejected materials if any will be in Buyer's premises at supplier's risk and cost. Supplier must arrange for collection and replacement within 10 days at supplier's cost including transportation.	Agreed	
	7.2	In the event of shortage / damage noticed upon receipt and opening of packages at site, ECIL, Hyderabad , all such shortages or damages shall be made good by the bidder within 10 days from the date of reporting, free of all charges.	Agreed	
	7.3	Notwithstanding the certification by Buyer's Site Engineer, and at a subsequent stage, when any defect is noticed, the Contractor shall be obliged to repair/rectify/replace the defect, free of charge, within 3 days of notice. However, damages attributable to 3rd party shall be exempt.	Agreed	
Option Clause:	8	The Purchase Order will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 100% of the original contracted quantity in accordance with the same price and terms & conditions of the present running Purchase Order. This will be applicable within the currency of Purchase Order. The Bidder is to confirm the acceptance of the same for inclusion in the Purchase Order. It will be entirely the discretion of the Buyer to exercise this option or not.	Agreed	
Repeat Order Clause:	9	The Purchase Order will have a Repeat Order Clause, wherein the Buyer can order upto 100% quantity of the items under the present contract within One Year from the date of supply/successful completion of this Purchase Order, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.	Agreed	
Identical/	10	In case, two or more acceptable bidder are	Complied	

Tender No: HSS/P/2156/3096

Same Lowest Bid Price		found to have quoted identical/ same lowest bid price, the Lowest bidders may be requested through e-mail and get an opportunity to reduce their price and resubmit their offer in a sealed envelope within requested time limit in a transparent and fair manner.		
Packing and Marking Instructions:	11.1	Items should be packed properly to avoid damage during transportation.	Agreed	
	11.2	The Seller shall provide packing and preservation of the cables contracted so as to ensure their safety against damage in the conditions of transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.	Agreed	
	11.3	A label in English shall be either pasted on the carton/drum or painted indicating the details of the item as per OEM.	Agreed	
	11.4	One copy of the packing list in English shall be inserted in each cargo package.	Agreed	
Purchase Preference for MSE Vendors:	12	<p>Purchase preference to Micro & Small Enterprises (MSEs) shall be allowed as per latest Government instructions and guidelines, as applicable. The MSE Vendor has to submit the valid Copy of Udhyan Registration Certificate along with relevant supporting documents.</p> <p>Traders/reseller/distributors/authorized agents will not be considered for availing benefit under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME. (MSME Office Memorandum F.No.22(1)/2012-MA dated 24th Oct 2016)</p> <p>The MSE Bidders to note and ensure that the nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the service and goods/items to be supplied as per Tender.</p> <p>Since the tender is for total scope (non divisible)</p> <p>a) In case MSE bidder is L1, entire value of the tender shall be ordered on L1 MSE bidder.</p> <p>b) In case MSE bidder is not L1. MSE vendor shall be given preference over other</p>	Noted	

Tender No: HSS/P/2156/3096

		<p>bidders (shall be allowed to supply total quantity) only if the MSE bidder's quoted price falls within the price band of L1+15% and MSE bidder accepts the L1 price.</p> <p>c) The opportunity to match the L1 rate of tender shall be given first to MSE who has quoted lowest rate among MSEs within the price band of L1+15%.</p>		
Documents for Supply Acceptance by QC	13	<p>Following documents are required to be submitted for acceptance of Supply and clearance of CSRV by ECIL Quality Control/ Project team. Each page of the Reports or certificates required as per PO terms should have the clear title of the Report, PO No. with date, sign and stamp of the. Else, Reports shall not be accepted.</p> <p>(a) OEM / Distributor COC. (b) Guarantee / Warranty certificate</p>	Agreed	
Documents to be provided for Paying Authority in Finance for making payment	14	<p>Following documents are to be submitted for clearing payment by Paying Authority:</p> <p>(a) Original Invoice certified by ECIL Project In-charge. Supplier shall indicate their PAN/ GSTIN and such other statutory regn. No. on their bill. (b) DC/E-way bill if applicable as per Rule No. 138 of Central goods and services tax 2017. (c) Performance Bank Guarantee. (d) Udyam Registration Certificate (if any). (e) Order Amendments (if any).</p> <p>Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code. Towards making electronic payments account details through cancelled cheque to be submitted.</p>	Agreed	

PART- V – PRICE BID AND EVALUATION CRITERIA OF BID

1. Evaluation Criteria:

The broad guidelines for evaluation of Bids will be as follows:

- (a)** Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFQ, both technically and commercially.
- (b)** In respect of Two Part Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFQ. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFQ referring to submitted documentation.
- (c)** The Price Bids of only qualified Bidders after Evaluation will be considered to open.
- (d)** The Lowest Bid for **total scope** will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in our portal for overall contract value. The consideration of taxes and duties in evaluation process will be as follows:
 - L-1 bidder will be determined on all elements of costs excluding taxes and duties, etc. quoted by the Bidders.
- (e)** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (f)** The Lowest Acceptable Bid for **total scope** will be considered further for placement of Purchase Order after complete clarification and price negotiations, if any, as decided by the Buyer.

- 2. Price Bid:** The price bid format is as per the format given in the financial offer of the ECIL e-Procurement portal.

Annexure-A**COMPLIANCE TO BOQ and TECHNICAL SPECIFICATIONS****BOQ:**

Sl. No.	ITEM DESCRIPTION	QTY	UNIT	Offerd Make and Model	Compliance
1	63A 4 Pole MCCB For Power Distribution	2	Nos		
2	16A, DoublePole MCB with Mounting box/Enclosure	16	Nos		
3	6A, SinglePole MCB with Mounting box/Enclosure	120	Nos		
4	Indoor Power Distribution Box with MCBs	6	Nos		

TECHNICAL SPECIFICATIONS**1. 63A 4 Pole MCCB For Power Distribution**

S. No	Features	Required Parameters	Offered Parameter	Compliance
1	Rated Current	63A		
2	Rated Voltage	415V AC		
3	Rated Frequency	50 Hz		
4	No. of Poles	3 Phase + Neutral		
5	MCB Mounting	Clip on 35mm Din Rail		
6	Make	Legrand/L&T/Schneider		

2. 16A, DoublePole MCB with Mounting box / Enclosure

S. No	Features	Required Parameters	Offered Parameter	Compliance
1	Rated Current	16A		
2	Rated Voltage	240 V AC or 415V AC		
3	Rated Frequency	50 Hz		
4	No. of Poles	1 Phase + Neutral		
5	MCB Mounting	Clip on 35mm Din Rail		
6	Mounting Box	Sheet steel enclosure		
7	Make	Legrand/L&T/Schneider		

3. 6A, Single Pole MCB with Mounting box/Enclosure

S. No	Feature	Required parameters	Offered Parameter	Compliance
1	Rated Current	6A		
2	Rated Voltage	240 V AC or 415V AC		
3	Rated Frequency	50 Hz		
4	No. of Poles	1 Phase		
5	MCB Mounting	Clip on 35mm Din Rail		
6	Mounting Box	Sheet steel enclosure		
7	Make	Legrand/L&T/Schneider		

4. Indoor Power Distribution Box with MCBs

S No	Parameter	Specification	Offered Parameter	Compliance
1	Box type	Indoor 3Phase, 4 Wire system, TP & N Power Distribution Board (Single/Double Door), wall/surface mount type. Shall be etallic enclosure, IP30.		
2		4Nos ,63A,415VAC TPN MCCB, Curve-C shall be provided. All MCBs shall be of Legrand/L&T/Schneider make.		
3		8Nos,16A , 415VAC, TPN MCBs shall be provided for power distribution. All MCBs shall be of Legrand/L&T/Schneider make.		
4	Make	Legrand/L&T/Schneider		

EMD BANK GUARANTEE

(To be submitted on non-judicial stamp paper of Rs.100 from
a Nationalized or Scheduled Bank only)

WHEREAS M/s. _____ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the Tender by The Company vide reference No. _____ dated _____ (Tender no. & date) for Supply, functional equipment as specified in the said Tender.

Now, by this Guarantee, we, the undersigned on behalf of _____ (name of the Bank) whose registered office is at _____ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of **Rs.10,500/- (Rupees Ten Thousand five hundred only)** as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the said Tender as valid and unaltered until 120 days from the due date of the Tender i.e. up to _____ and/or refused to accept the Purchase Order of the Company as set forth in the Tender and in accordance with the terms of the Tender and as modified with mutual understanding subsequently or after having accepted the Purchase Order does not comply by furnishing the required compliances as communicated, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, _____ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s _____ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/ purchase order/contract or by the date mutually agreed to, whichever is later.

We, _____ (name of the Bank), agree that our liability to pay is not dependent on conditions on your proceeding against the Bidder and we shall be

Tender No: HSS/P/2156/3096

liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, _____ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until _____ **(120 days from the due date + 45 days = 165 days from the due date for submission of the bid)** i.e. the Company is entitled to lodge the claim under this Guarantee up to _____ (165 days from the date of due date for submission of the bid).

We, _____ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank. After here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Signature of the person duly authorized to sign on behalf of the Bank, with Seal of the Bank, Date:

Witness:

1.

2

BID SECURITY DECLARATION FORM

(on the letterhead of the company)

Date: _____

Tender No. _____

To
ECIL,
ECIL (Post), Hyderabad

In accordance with Government of India, Ministry of Finance OM No. F.9/4/2020-PPD dated 12.11.2020

1. I/We accept that I/We will, automatically be suspended from being eligible for participating in bidding for any contract with you for the period of 1 (One) year, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:
 - a) Withdrawing our bid, or any part of our bid, during the period of bid validity against the Tender No. _____ or any extension of the period of bid validity which we subsequently agreed to;
 - or
 - b) Having been notified of the acceptance of our bid by you during the period of bid validity,
 - (i) Failing or refusing to execute the Contract, or
 - (ii) Failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.
2. I/We understand this Bid Security Declaration shall expire if we are not the successful Bidder.

Signed:

[signature of person whose name and capacity are shown below]

Name: [name of person signing the Bid Security Declaration], in the capacity of [legal capacity of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Name of Bidder]

Dated on _____ day of _____, 20__

[Corporate Seal (where appropriate)]

PROFORMA FOR PERFORMANCE CUM WARRANTY GUARANTEE

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address),

(herein after called the 'Guarantor', which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part and Electronics Corporation of India Limited, (a Government of India Undertaking), a Company incorporated under the Companies Act, 1956, having its Registered Office at Moula Ali, Hyderabad – 500 062, India (herein after called the 'Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas M/s. _____ (supplier company name and address) (herein after referred to as the "Supplier") was awarded a Purchase Order No. _____ dtd _____ (herein referred to as the "Purchase Order") by the Company for _____ (description of the tender scope).

And whereas the Purchase Order, inter-alia, provides that the Supplier shall furnish to the Company a sum of Rs. _____ (Rupees _____ only) towards Performance Bank Guarantee for due and faithful performance of the Purchase Order in the form and manner specified therein covering the obligations of the Supplier.

And whereas the Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Supplier and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favor of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or execution of the Purchase Order by the Supplier and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. _____ (Rupees _____) when claim is made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The Purchase Order.
2. The decision of the Company whether any default has occurred or has been committed by the Supplier in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Supplier admits or denies the faults or questions the correctness of any demand made by The Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability

Tender No: HSS/P/2156/3096

of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Supplier and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after _____ (**15 Months**) from the date herein unless a notice of the claim under this Guarantee has been served on the Guarantor on or before _____ (**15 Months**); i.e. the Company is entitled to lodge its claims on or before the expiry of the additional claim period, i.e. up to _____ (**15 Months**) for any non-performances by the Contractor during the validity period of this Bank Guarantee.

The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the Company to proceed against the Supplier before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the Supplier shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____. The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof _____ (Bank name and address) and Electronics Corporation of India Limited, have here unto set and subscribed the respective hands the day, month and year first above written.

Witness: Signed for and on behalf of the Bank (Guarantor)

- 1.
- 2.

NON BLACKLIST UNDERTAKING FORMAT

To,
Electronic Corporation of India limited
Purchase (HSS), Homeland Security Solutions,
ECIL (PO) Hyderabad-500062

Sub: Undertaking for not being blacklisted.

Tender Reference: ECIL/ISG/PUR/RFQ:

Dear Sir,

We confirm herewith that our company is not blacklisted, debarred or prosecuted by any central Government or state Government department/Government Organization/PSU for corrupt, fraudulent or any other unethical business practices. We do not have any litigation pending with any of the Govt. Organizations.

Thanking You

Yours faithfully,

Name of Company:

Signed & Stamped on:

WARRANTY CERTIFICATE

(To accompany the supplies)

To
Dy.General Manager
Homeland Security Solutions
Electronics Corporation of India Limited
Hyderabad – 500 062

Ref: (i) Your Purchase Order No.: _____ Dtd _____
(ii) Our Invoice No(s): _____ Dtd _____

We guarantee that the “**63A Pole MCCB, 16A double pole, 6A single pole, Indoor power Distribution BOQ and Specifications as per Annexure – A**” supplied under our invoice(s) referred above are brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and are of highest grade and quality and consistent with the established and generally accepted standards for equipment’s of the type supplied and are in full conformity with the specifications, drawings and shall operate properly. We shall be fully responsible for performance of the equipment till a period of **01 Year** from the date of acceptance by the Buyer.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers’ works and back and for repair /adjustment or replacement at site of any part or whole of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Buyer.

We here by also undertake to adhere and comply to all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF SELLER

DATE: _____

CERTIFICATE OF CONFORMITY FORMAT

Date:

To

This is to certify that the items in this shipment have been manufactured, inspected and are in compliance with the requirement of Purchase Order No. _____ dated _____ and other technical specifications / drawings to the extent specified and agreed upon.

Sl. No.	Make	Part No.	Part Description	Package / Size	Batch / Lot No	Date Code	Quantity shipped	ECI L PO No.	Invoice No	Invoice Date
1										
2										

Note:

1. These contents should be on **OEM /Distributor** letterhead.