

TERMS AND CONDITIONS

Duration: The contract is valid for Twelve months. After completion of the one year, the contract period will be extended for further 24 months with mutual consent keeping the price, terms and conditions.

PAYMENT TERMS

1. First advance : 50% of the AMC value shall be released as advance payment after submission of bank guarantee valid for 15 months covering the service period including 3 months claim period along with proforma invoice.
2. Second advance: 50% of the AMC value shall be released as advance payment after completion of six months and certification of satisfactory services for the period.

IMPROTANT INSTRUCTIONS TO THE VENDORS

EVALUATION CRITERIA OF BID

1. Evaluation Criteria:

The 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 NIT, 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 NIT. The compliance of Technical Bids would be determined on the basis of the parameters specified in the NIT. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidders as per the Price Format given in our portal for overall contract value. The consideration of taxes in evaluation process will be as follows:

(d) The criteria of L-1 is based on the total cost of all the line entities of BASIC COST ONLY (without GST). Entering the GST value in the specified column of the commercial bids is a mandatory. Hence, all the vendors are requested to quote the basic price and GST separately in the price schedule against the relevant columns provided for the same.

(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 will be considered further for placement of Work order / 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.

Extension in due date for sale & opening of tender and Change in technical specifications:

ECIL reserves the right to issue any amendments, corrigendum, clarification, etc. to the NIT, 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 NIT, before submission of their bid.

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 offence 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, 1988 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.

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.