



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

REQUEST FOR QUOTATION

Tender No: CNSG 09-4836

Details of RFQ

Scope of Supply	:	AC - Dc Power Supply	
Quantity	:	04 No's	
Type of Tender	:	e-Procurement(Limited Tender)	
Method of Tender	:	Two Part Bid	
Important Dates:		Date	Time
Tender Publishing Date	:	09.02.2024	17:00
Tender Document Download Start Date	:	09.02.2024	17:00
Last Date of Receiving Queries	:	20.02.2024	17:00
Pre-Bid Meeting Date	:	21.02.2024	17:00
Replies to Queries by	:	22.02.2024	17:00
Due Date for Submission	:	23.02.2024	23:59
Opening of Techno-Commercial Bids	:	24.02.2024	09:00
Opening of Price Bids	:	Will be informed later	
Contact Person Details	:	In-Charge MMD, CNSG Group, Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182725,27182392 E Mail ID: cndmmd@ecil.co.in urlasekhar@ecil.co.in	



ELECTRONICS CORPORATION OF INDIA LIMITED

A Govt. of India (Dept. of Atomic Energy) Enterprise

ECIL (Post), Hyderabad – 500062, Telangana, India

Telephone:	040-27182725 / 2392	From: In-Charge MMD, CNSG Group, Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Telangana, India.
Fax:	040-27121606	
e-Mail:	cndmmd@ecil.co.in	

Tender No:CNSG09-4836

Date:09.02.2024

Dear Sir,

Invitation of Bid for Supply of: AC - Dc Power Supply Qty: 04 No's

1. 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 both Techno-Commercial Bid and Price Bid separately in online tender.

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

a)	Contact details	:	For Technical clarifications: Name:E.DHARMA RAJU, Designation:TM Tel No.040-27182743 Email:dharm@ecil.co.in
			For other RFQ related clarifications: In-Charge MMD, CNSG Group Tel Nos. 040-27182725/2392 Email: cndmmd@ecil.co.in
			For e-Procurement portal related clarifications: Help Desk No.:040-27186294/6652/2273 Email: etendering@ecil.co.in

3. This RFQ is divided into five Parts as follows:

Sl. No.	Sections	Document Description	Page No.
(a)	Part I	General Information and Instructions for the Bidders	4 - 6
(b)	Part II	Essential Details of The Procurement Items.	7 - 8
(c)	Part III	General Conditions.	9 - 15
(d)	Part IV	Special Conditions.	16 - 20
(e)	Annexure-A	Pre-Bid Query Format.	20
(f)	Annexure-B	Performance Bank Guarantee Format.	21 - 22

4. 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 the RFQ, should it become necessary at any stage without assigning any reason, whatsoever. ECIL shall have no liability for above mentioned actions.

Thanking you,

Yours faithfully,

For Electronics Corporation of India Limited

Encl.: Annexure A to B.

Part I – General information and Instructions for the Bidders

Particulars	Sl. No.	Terms and Conditions	Compliance Required	(Yes/No) with Deviation if any
Earnest Money Deposit (EMD)	1.1	Techno-Commercial Bid shall accompany interest-free EMD for Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Online/RTGS/NEFT/IMPS/Demand-Draft/Bank Guarantee drawn on any scheduled bank(i.e., the Second Schedule of RBI Act, 1934) in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad. No EMD shall be accepted in the form of Cheque. EMD is normally to remain valid for a period of 45 days beyond the final bid validity period.	Agreed	
EMD : Mode of payment	1.2	Bidder has to select the appropriate payment option to pay the EMD as applicable and enter details of the instrument.	Agreed	
	1.3	Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time on above portal and in case of submission of EMD through online transfer the relevant details should be provided along with the bid to enable linking of the EMD with the tender. Otherwise the uploaded bid will be rejected.	Agreed	
	1.4	EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating RFQ No. & Date.	Agreed	
	1.5	Techno commercial bid will not be opened if EMD is not submitted in the manner specified herein. Please furnish details of EMD submitted in Bidder's response column. The details of EMD Submitted to be furnished clearly.	Agreed	
	1.6	EMD will be refunded to the un-successful Bidder after the expiry of the final bid validity but not later than 30 days after the award of the contract and receipt of acknowledgement of P.O. issued to the bidder. EMD will be refunded to successful Bidder upon furnishing PBG (if any). As part of Techno Commercial Bid, Bidder should furnish name of the Bank, Branch, Type of Account and Account No. for refund of EMD.	Agreed	
Forfeiture of EMD	1.7	If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, EMD will be forfeited. In case after issue of PO, Bidder does not acknowledge PO/Supply materials and if PBG is not furnished, EMD will be forfeited.	Agreed	
Exemption of EMD to MSME	1.8	MSEs registered under Udyam Registration are eligible for availing benefits under the Public Procurement Policy.	Agreed	
	1.9	The registration certificate issued from MSME/NSIC/DIC/KVIC etc. must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.	Agreed	
	1.10	MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case bidders submit DIC registration certificate they shall attach original not a raised copy of the DIC certificate	Agreed	
	1.11	The MSE Bidders to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.	Agreed	
	1.12	Traders/sole agent/distributors/works contract will not be considered for availing benefits under PP Policy for MSEs Order, 2012 as per Office Memorandum F.No.1(3)/2018-MA, Part-III, dated 25 th March, 2022)	Agreed	

Consideration	1.13	Offers without EMD will not be Considered and will be Summarily rejected.	Noted	
Due Date & Time	1.14	<u>Last Date and Time for Uploading the Bids: (23.02.2024 on 23:59)</u> Bids should be submitted within time & due date through e-procurement portal of ECIL for Supply of items mentioned in Part II of RFQ.	Noted	
Manner of Submitting the Bids:	1.15	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.	Agreed	
Method of Tender	1.16	<u>Two Part-Bid System</u> Bidder should submit Techno-Commercial Bid & Price Bid Separately. Disclosure of Price in Technical bid leads to rejection.	Agreed	
Opening of Bids	1.17	<u>Time and Date for Opening of Bids: (24.02.2024 on 09:00)</u> 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.	Noted	
Modification and Withdrawal of Bids:	1.18	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.	Agreed	
	1.19	No bids will be accepted after the Due Date and Time.	Agreed	
Rejection of Bids:	1.20	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.	Agreed	
Validity of Bids:	1.21	The Bids should remain valid till 120 days from the date of submission of bid.	Complied	
Amendments to RFQ:	1.22	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.	Agreed	
Clarifications	1.23	<u>Clarification regarding contents of the RFQ:</u> 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.	Agreed	
Clarification regarding details/contents of the	1.24	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. The clarifications will be displayed on the website for the benefit of the bidders who are downloading the tender in	Agreed	

Bids:		case of public tender.		
Pre-Bid Queries:	1.25	The bidder is required to furnish in writing their queries (both technical and commercial) on or before 21.02.2024 by 17:00 hrs as per the prescribed format at Annexure B . Reply to the bidder queries should be sent by e-mail.	Noted	
	1.26	Buyer response to the Pre-bid queries and corrigendum, if necessary, will be uploaded on the ECIL e-Procurement Portal/ sent by email on or before 22.02.2024 17:00 hrs .	Noted	
	1.27	No post-bid clarification from the bidder will be entertained.	Noted	

Part II Essential Details of The Procurement Items:

This part of the RFQ Contains the Essential Details pertaining to Procurement of Items.

SCHEDULE OF REQUIREMENTS (SOR):

S. No.	Description of Items	Quantity	Denomination UOM-Unit of Measurement	Yes/No with Deviation if any
1.	AC - DC Power supply Part No: JETA3000-LP- 230WS48-W-A7/Eqvt Make: Alexander Elecreic/Eqvt	03	No's	
2.	AC - Dc Power Supply Part No: JETA3000-LP- 230WS32-W-A7/Eqvt Make: Alexander Electric/Eqvt	01	No's	
3.	AC - DC Power Supply Part No: JETA2000-LP- 230WS48-W-A6/Eqvt Make: Alexander Electric/Eqvt	03	No's	
4.	AC-DC-Power Supply Part no: JETA700-LP- 230WS32-W-A4/Eqvt Make: Alexander electric/Eqvt Specifications as per Annexure-1	02	No's	

Particulars	S. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Delivery Period	2.1	Supply of the ordered material/lot shall be made within 10 - 12 weeks from the date of receipt of PO copy through e-mail/delivery instructions from ECIL.	Complied	
Mode of Delivery	2.2	The item are to be delivered strictly as per scheduled delivery date as mentioned in PO, at STORES, CNSG, ECIL HYDERABAD on FOR basis.	Complied	
Consignee Details	2.3	The items are to be dispatched to In-charge Stores, MMD, Communication Systems Group, Electronics Corporation of India Limited, ECIL Post Office, Hyderabad, Telangana, India, PIN: 500062 Telephone: 040-27186575	Complied	

		Email: rameshakn@ecil.co.in		
Evaluation Criteria	2.4	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.	Noted	
	2.5	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. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.	Noted	
	2.6	The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in our portal .	Noted	
	2.7	Item wise evaluation of L-1 bidder will be determined on all elements of costs excluding applicable taxes are only to be considered for ranking of bids.	Agreed	

Part III – GENERAL CONDITIONS

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFQ mentioned below, which will automatically be considered as part of the contract concluded with the Successful Bidder.

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Law	3.1	The Purchase Order (PO) 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.	Agreed	
Effective Date of the Purchase Order (PO)	3.2	The PO shall come into effect on the date of issue of PO except when some other effective date is mutually agreed to and specifically indicated/provided in the PO and shall remain valid until the completion of the obligations of the parties under the contract.	Agreed	
Acknowledgement of Purchase Order	3.3	Order acknowledgment should be sent within 6 business days. Non receipt of PO acknowledgment with the prescribed time will be treated as acknowledgement.	Agreed	
Amendments	3.4	No provision of the 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.	Agreed	
Termination of Purchase Order	3.5	The Buyer shall have right to terminate PO in part or in full in any of the following cases: a) Bidder fails to supply the items/services as per the agreed specifications. b) The delivery of the items/services is delayed for causes not attributable to Force Majeure @ for more than 2 months after the scheduled date. c) The Seller is declared bankrupt or becomes insolvent. d) As per decision of the Arbitration Tribunal.	Agreed	
Notices	3.6	Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent to e-mail/fax or post addressed to the latest address of the Party to whom it is sent.	Agreed	
Arbitration	3.7	Any disputes or differences arising out of or in connection with the Purchase Order shall be settled	Agreed	

		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.		
	3.8	The venue for Arbitration proceedings shall be at Hyderabad.	Agreed	
	3.9	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.	Agreed	
Penalty for use of Undue Influence	3.10	The Seller 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.	Agreed	
Non-disclosure cum	3.11	The Bidder should keep all technical specifications, scope, details of equipment at and corresponding locations, terms and conditions, including, Drawings,	Agreed	

Confidentiality		Site Plans as confidential and shall not disclose to any third party, without prior written consent of ECIL.		
	3.12	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.	Agreed	
	3.13	ECIL reserves the right to initiate legal action as per prevailing law against the Bidder and/or claim damages for non-compliance.	Agreed	
Transfer and Sub-letting:	3.14	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.	Agreed	
Tolerance Clause:	3.15	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 15% plus/minus increase or decrease 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.	Agreed	
Taxes and Duties:	3.16	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.	Agreed	
	3.17	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.	Agreed	
	3.18	Any 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,	Agreed	

		exemptions, rebates, concession etc. if any, obtained by the Seller.		
	3.19	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.	Agreed	
GST:	3.20	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.	Agreed	
	3.21	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.	Agreed	
Paying Authority:	3.22	The payment of bills will be made by ECIL-Hyderabad., based on the paying authority details in the contract. The following documents are to be submitted by the seller with the items for making the payment: (i) Ink-signed copy of AWB / Bill of Lading (in case of imports) (ii) Ink-signed copy of Commercial invoice / Seller's bill. (iii) Inspection note (if any). . (iv) E-way Bill (v) Copy of Purchase Order (vi) Packing list (vii) Certificate of Conformity (COC) and Country of origin (viii) Guarantee / Warranty certificate. (ix) Performance Bank guarantee where applicable. (x) Order Amendments (if any) (xi) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code, (in case of imports SWIFT Code and BIC number also). (xii) Any other document / certificate that may be required as per the Purchase Order / Contract.	Agreed	
Fall clause	3.23	The following Fall Clause will form part of the contract placed on successful Bidder:- (a) The price charged for the goods supplied under the contract 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 purchaser 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	Agreed	

		performance of all Supply Orders placed during the currency of the contract is completed.		
	3.24	<p>(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such goods 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 contract 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.</p> <p>(ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement.</p> <p>(iii) Sale of goods such as drugs which have expiry dates.</p> <p>(iv) 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.</p>	Agreed	
Risk Purchase clause:	3.25	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 granting 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	Agreed	
	3.26	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.	Agreed	
	3.27	<p>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:-</p> <p>(i) Such default</p> <p>(ii) In the event of the contract being wholly</p>	Agreed	

		determined the balance of the goods remaining to be delivered there under.		
	3.28	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.	Agreed	
Force Majeure clause:	3.29	Neither party shall bear responsibility for the complete or partial nonperformance 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.	Agreed	
	3.30	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.	Agreed	
	3.31	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.	Agreed	
	3.32	Certificate of a Chamber of Commerce (Commerce and Industry) or other Competent Authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.	Agreed	
	3.33	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.	Agreed	
Insurance:	3.34	For purchase orders placed on FOR, ECIL basis 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.	Agreed	

Quality:	3.35	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 (Year of Contract), 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.	Agreed	
Conditional Offer:	3.36	No conditional offer will be accepted which is not in conformity with the specifications mentioned in the RFQ.	Agreed	
Patents and Other Industrial Property Rights:	3.37	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.	Agreed	

Part IV – SPECIAL CONDITIONS

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFQ mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. Failure to do so may result in rejection of the Bid submitted.

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
OEM Authorization Certificate:	4.1	Bids should be accompanied by Authorization Certificate from the OEM duly signed by Authorised Signatory of OEM, that 'Further to the above mentioned RFQ; we hereby authorize M/s _____ to submit the bid, negotiate and conclude on our behalf. We, as OEM, undertake to provide all the support necessary for supply and warranty support to M/s _____ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that we will support M/s _____ during the warranty period and product support through technical support for replacement of rejected material." Indian Dealers of foreign OEMs shall have required Import Export Registration with concerned authorities. Indian agents/Dealers of foreign OEMs shall have experience of selling the imported items/software and shall be conversant with preparation of required documents and agreements etc..	Agreed	
Certificate of Conformity:	4.2	OEM COC to be provided along with each batch of supply without which item will not be accepted. OEM COC should include information of the materials being supplied along with batch code or date code or any traceability towards supplied materials. Material will be summarily rejected in the absence of the OEM COC.	Agreed	
SPQ/MOQ:	4.3	Bidder to indicate the applicable SPQ/MOQ, if any, in the Techno-Commercial and Price Bid.	Agreed	
Terms of Price:	4.4	The Price quoted are on FOR, ECIL basis to be delivered at In charge, STORES, CNSG, ECIL, Hyderabad. PIN CODE:500062	Agreed	
Payment Terms	4.5	100% of payment will be made within 60 days/45 days for MSME from the date of receipt and acceptance of material at ECIL Stores, on submission of all required documents, such as Tax Invoice, Delivery Challans.	Agreed	

Warranty	4.6	Bidder should provide standard repair/replacement warranty for a period of min 03 Years from the date of Invoice for free replacement of Material rejected for Quality Issue / Failing the Specification as asked by ECIL at NO COST TO ECIL. Timely after sales support to be provided locally during warranty period.	Agreed	
Performance cum Warranty Guarantee (PCWG)	4.7	Within 15 days of award of Letter of Intent (LOI), Successful Bidder should (i) Deposit an amount equal to 3% of Purchase Order Value through crossed Demand Draft drawn in favor of ‘Electronics Corporation of India Limited, Hyderabad’ and payable at Hyderabad (or) (ii) Through Bank Guarantee strictly as per format in Annexure B for 3% of Purchase Order value on a Scheduled Bank (except Co-Operative Banks) valid up to completion of the warranty period + 2 months from the date of issue of Bank Guarantee to cover the Bidder’s obligations on performance on the PO, warranty and technical support has to be furnished.	Agreed	
	4.8	Purchase Order will be released within 6 working days after receipt of PCWG. The delivery schedule will be considered from the date of LOI.	Agreed	
	4.9	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 Bidder, failing which ECIL reserves the right to invoke the Bank Guarantee. If the Bidder fails to furnish the Guarantee, ECIL reserves the right to cancel LOI and not place the PO.	Agreed	
Liquidated Damages	4.10	In the event of the Seller's failure to supply the items, services including installation, training and trials etc. as specified in the 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/undelivereditems and 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% ofthevalueof delayed/undelivereditems/services.	Agreed	
Inspection:	4.11	The Inspection of items/equipment will be carried out by the inspection agency of ECIL/User at ECIL premises or vendor site or at customer recommended place, as the case may be. In the event of shortage / damage noticed upon receipt and opening of	Agreed	

		packages at ECIL Stores, all such shortages or damages shall be made good by the bidder within 10 days from the date of reporting, free of all charges.		
Franking Clause:	4.12	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	Agreed	
Option Clause	4.13	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 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	4.14	The Purchase Order will have a Repeat Order Clause, wherein the Buyer can order up to 100% quantity of the items under the present contract within 1 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	
Packing and Marking Instructions	4.15	The Seller shall provide packing and preservation of the itemsto be delivered in physical form so as to ensure their safety against damage in the conditions of transportation, transshipment, storage and weather hazards during transportation and handling.	Agreed	
	4.16	The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood, where required.		
	4.17	The packing cases should have hooks for lifting by		

		crane/fork lift truck.		
	4.18	Tags with proper marking shall be fastened to the special equipment, which cannot be packed.		
	4.19	A label in English shall be either pasted on the carton or painted indicating the under mentioned details of the items contained in the carton. The cartons shall then be packed in packing cases as required. Packing List: a) Buyer Details: b) Seller Details: c) Consignee Details: d) Purchase Order No: e) Package No.: f) Part Number: g) Nomenclature: h) Quantity contracted:	Agreed	
	4.20	If necessary, each package shall be marked with warning inscriptions: TOP, "DO NOT TURN OVER", category of cargo, etc.	Agreed	
	4.21	One copy of the packing list in English shall be inserted in each cargo package.	Agreed	
Technical Literature & Training	4.22	The complete Technical Literature should be supplied by the bidder like user manuals, technical manuals, design documents, etc., which are relevant to the tendered items.	Agreed	
Quality Assurance:	4.23	Seller would provide the draft Standard Acceptance Test Procedure (ATP) within one month of this date of contract where applicable. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.	Agreed	
Purchase Preference for MSE Vendors	4.24	Purchase preference to Micro & Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue, as applicable. The MSE vendor has to submit the Copy of Udyam Registration along with the supporting documents	Agreed	
Purchase Preference to Make in India	4.25	The Provisions contained in Public Procurement (Preference to make in India) Order, 2017, further as amended from time to time if any, shall be applicable for this tender. Minimum Local Content applicable for the tender is to be specified in the tender document	Agreed	

Notes:

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
	1	If there is any discrepancy between the unit price and the total price the unit price will prevail. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.	Noted	
	3	The Lowest Acceptable Bid will be considered further for placement of Purchase Order after complete clarification and price negotiations, if any, as decided by the Buyer.	Noted	
	4	Price Bid: The price bid format is as per the format given in the financial offer of the ECIL e-Procurement portal.	Noted	
	5	In case of bids in different currencies, the quoted prices shall be converted into Indian Rupees for comparison of bids.	Noted	
	6	The basic prices should be offered on INR against each line entry, inclusive of packing forwarding, freight, insurance, unloading & including all other incidental as per our on line portal.	Agreed	
	7	The quoted price will only be considered till 2 decimal places	Agreed	

Annexure – A

(refers to Para 1.25 of Part I)

PRE-BID QUERY FORMAT

Sl.No.	Section No.	Page No.	Clause as per RFQ	Clarification sought

PERFORMANCE BANK GUARANTEE (FORMAT)

To

M/s Electronics Corporation of India Limited

Communication Systems Group
ECIL (P.O), Hyderabad – 500 062

Bank Guarantee in respect of Contract No. _____ Dated _____ between M/s. Electronics Corporation of India Limited and _____ (Name of the Supplier).

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address), (hereinafter 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 Enterprise), a Company incorporated under the Companies Act, 1956, having its Registered Office at Hyderabad – 500062, 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/Contractor/Company Name and address) (herein after referred to as the Contractor) was awarded contract No. _____ dated _____ (hereinafter referred to as the Contract) by the Company for _____ (Scope of Work). And whereas the contract inter-alia, provides that the Supplier shall furnish Bank Guarantee to the Company a sum of Rs. _____ (Rupees _____ only) towards due and faithful performance of the contract in the form and manner specified therein covering the obligations of the contractor.

And whereas the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour 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 contract 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 contractor 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 contract.
2. The decision of the Company whether any default has occurred or has been committed by the contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract 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 contractor 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 contractor 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 of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the contract 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 contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said contract 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 contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor 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 contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after __ (months) from the date of completion of the contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
5. 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 contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the contractor 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 contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executants has full powers to do so on its behalf and the Power of Attorney dated _____, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____ (additional 15 days). The Guarantor hereby undertakes to honour the said invocation without demur.

Witness:

Signed for and on behalf of the Bank (Guarantor)

- 1.
- 2.