



ELECTRONICS CORPORATION OF INDIA LIMITED

A Govt. of India (Dept. of Atomic Energy) Enterprise
ECIL (Post), Hyderabad – 500062, Telangana, India

RPD.

REQUEST FOR QUOTATION

Tender No: ECIL/RPD/PUR/1549/494024

Details of RFQ

Scope of Supply	:	ZX80 - QUALCOMM QCS6490 8 INCH WEBCAM, ANDROID 13 + 12GB RAM + 256GB STORAGE, SUNLIGHT READABLE WUXGA LCD + TOUCH SCREEN + HARD TIPE STYLUS, USB-C AC ADAPTER ((65W USB-C AC ADAPTER W/POWER CORD)) + INDIA POWER CORD, W/REAR CAMERA + INTERNAL BATTERY + HOT - SWAPPABLE STANDARD BATTERY, WIFI + BT, 3 YEAR B2B WARRANTY. AND ZX80 - GAMBER-JOHNSON, 7160-1937-00, VEHICLE CRADLE WITH DC-DC ADAPTOR	
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	16:30
Tender Document Download Start Date	:	03.08.2024	16:30
Last Date of Receiving Queries	:	Not applicable for this Tender	
Replies to Queries by	:		
Due Date for Submission	:	13.08.2024	16.00 hrs
Opening of Techno-Commercial Bids	:	14-08-2024	09.00 hrs
Opening of Price Bids	:	After Technical Evaluation.	
Contact Person Details	:	SDGM (Purchase), CSG -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182242/2395/2637 E Mail ID: pr_sowmya@ecil.co.in/ csgpur_preorder1@ecil.co.in/ cnid.pur@ecil.co.in	



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A Govt. of India (Dept. of Atomic Energy) Enterprise
ECIL (Post), Hyderabad – 500062, Telangana, India

Tender No: ECIL/RPD/PUR/1549/494024

Date: 03.08.2024

Dear Sir/Madam,

Invitation of Bid for supply of zx80 - qualcomm qcs6490 8 inch webcam, android 13 + 12gb ram + 256gb storage, sunlight readable wuxga lcd + touch screen + hard tip stylus, usb-c ac adapter ((65w usb-c ac adapter w/power cord)) + india power cord, w/rear camera + internal battery + hot - swappable standard battery, wifi + bt, 3 year b2b warranty and zx80 - gamber-johnson, 7160-1937-00, vehicle cradle with dc-dc adaptor to ECIL- Hyderabad:

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 SECTION -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: (1) SHREETESH TRIPATHI, Tel: 040 27182657/2770 Email: stripathi@ecil.co.in (2) SV. SUGUNADEVI, Tel: 040 2718 Email:
		:	For other RFQ related clarifications: S.DGM (Purchase), CSG -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182242, 2395 / 2637 E Mail ID: pr_sowmya@ecil.co.in
		:	For E-Procurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in

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

Sl. No.	Sections	Document Description
(a)	Section I	General Information and Instructions for the Bidders
(b)	Section II	Essential Details of Items Required
(c)	Section III	Standard Terms and Conditions
(d)	Section IV	Special Terms & Conditions
(e)	Section V	Evaluation Criteria and Price Bid Format
(f)	Annexure-A	Bill of Quantity (BOQ) Format
(g)	Annexure-B	Certificate of Conformance
(i)	Annexure-C	Un-Priced Bid Format

3. 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

SDGM – Purchase (CAD)

Encl.: RFQ Section I to V and Annexure A to C

Section I – General information and Instructions for the Bidders

1. Due Date: Last Date and Time for Uploading the Bids: (16:00Hrs on 13.08.2024)

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 Technical and Financial Bids)

Bidder should submit Techno-commercial & price bids simultaneously. 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: (9:00 Hrs on 14.08.2024)

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 fail 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 A**.~~

7. 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.

8. 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.

9. 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.

10. Pre-Bid Meeting: Not applicable

11. 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.

12. 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.

Section II – ESSENTIAL DETAILS OF ITEM REQUIRED

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Scope of Supply:	1.1	ZX80 - QUALCOMM QCS6490 8 INCH WEBCAM, ANDROID 13 + 12GB RAM + 256GB STORAGE, SUNLIGHT READABLE WUXGA LCD + TOUCH SCREEN + HARD TIPE STYLUS, USB-C AC ADAPTER ((65W USB-C AC ADAPTER W/POWER CORD)) + INDIA POWER CORD, W/REAR CAMERA + INTERNAL BATTERY + HOT - SWAPPABLE STANDARD BATTERY, WIFI + BT, 3 YEAR B2B WARRANTY. AND ZX80 - GAMBER-JOHNSON, 7160-1937-00, VEHICLE CRADLE WITH DC-DC ADAPTOR	Complied	
	1.2	Bidder shall submit Compliance with sign and stamp mandatorily for each requirement specified in the Technical Specifications, each clause/sub-clause of terms and Conditions of RFQ and uploaded it along with Techno-commercial bid.	Complied	
	1.3	The bid should cover the total scope in RFQ document. Bids for part scope will be rejected summarily.		
	2.1	NIL		
COC	3.1	Authorized distributor COC or OEM traceability shall be submitted.	Complied	
Warranty	4.1	Warranty shall be provided for 3-Years from the date of acceptance	Complied	
Testing & inspection	5.1	Testing of the items will be carried out at ECIL, Hyderabad. Supplier shall provide necessary technical support during testing over telephone and if required in person	Complied	
Test Reports	6.1	Test Reports to be furnished along with quotation.	Complied	Not Applicable to this RFQ
Delivery Period:	7.1	Date of delivery at ECIL, Hyderabad Within 16 Weeks from the date of electronic transmission of ink signed Purchase Order.	Complied	
Bid Evaluation Criteria:	8.1	Among the qualified Bidders, Bidder whose price (LANDED COST) for total scope (i.e. total value wise) of RFQ is lowest (Including GST) shall only be treated as lowest Bidder.	Complied	

Eligibility and Qualification Criteria:	9.1	<p>(a) 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.</p> <p>(b) 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.</p>	Complied	
Mode Of Delivery	10.1	<p>For Quote Indian Currency: By Road. For Quote other than Indian Currency: By Air/Freight. Details of the Freight- forwarder will be mentioned in the PO.</p>	Complied	
Consignee Details:	11.1	The items are to be delivered at RPD – Stores, ECIL- Hyderabad – 500 062.	Complied	
ECIL Inputs:	12.1	Vendor has to provide OEM/Authorized supplier COC or Link document for the supplied product.	Noted	
	12.2	Vendor has to provide demo for the supplied product.	Noted	
	12.3	<p>a) ECIL is registered on TReDS platform with “A-TreDS Ltd. (Invoice mart)”. Desirous MSE Bidders / Vendors, who want to receive payments through TReDS platform, have to submit the invoice to ECIL along with all the necessary requirements as per PO and the payment terms. Upon receipt and acceptance of the supplied materials / completion of services and receipt of invoices with the mandated enclosures and after due certification of invoices with enclosures by commercial / material dept, Finance dept shall upload the invoices on the Invoice mart, TReDS platform and process the invoices for payment. Post uploading on the platform, the financier would be bidding for the invoices and respective MSE vendors would be accepting the bid, so that they can get the disbursement from the Financier.</p> <p>b) MSE bidders desirous to receive payment through TReDS platform may avail the facility if they are already registered on “Invoice mart” TReDS platform or by registering on it.</p>		

Section 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.

(a) 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.

(b) 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 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.~~

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:

- (i) Ink-signed (Original) copy of Tax Invoice favouring 'Electronics Corporation of India Limited, Hyderabad (GST No: 36AAACE4809L1ZJ)
- (ii) Packing list / Delivery Challan
- (iii) Certificate of Conformity (COC) from OEM
- ~~(iv) Test Reports as mentioned in Clause No: 6.1 of section II~~ **NA**
- (v) ~~Guarantee~~ / Warranty certificate
- (vi) Performance Bank guarantee
- (vii) E-Invoices must contain "ACK No.", "IRN No.", "IRN Date" and "QR Code".
- (viii) E-Invoice Non-applicability authorization letter for registered GSTIN Vendors.
- (ix) Order Amendments (if any)
- (x) 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 –

1. 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.
2. 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.
3. In case of a material breach that was not remedied within 15 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.
4. 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 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.

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.

Section IV – 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) with Deviation if any
OEM/COC:	1.1	Vendor has to provide OEM/Authorized supplier COC or Link document for the supplied product.	Agreed	
EMD:	2.1	Earnest Money Deposit (EMD) Rs.20,000/- shall be submitted through DD/Wire transfer in favor of M/s. Electronics corporation of India Ltd, failing which the Quotation will not be considered. EMD is exempted for MSEs (documentary proof of the same need to be submitted). Traders/Resellers are not Eligible for EMD exemption under MSE Act. EMD IS EXEMPTED FOR FOREIGN BIDDERS	Agreed	
Exemption for submission of EMD.	2.2	a) If Bidder's company is a manufacturer for the quoted products, please mention clearly. MSE benefits can be only given to Manufacturers registered under UDYAM for the quoted products of this tender. (b) Traders/Bidders/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MSME. (MSME Office Memorandum F.No. 22(1)/2012- MA) dated 24th Oct 2016) (c) The MSE Bidders shall 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. (d) The registration certificate issued from UDYAM must be valid as on Bid closing date of the tender		
PBG - Performance-cum-Warranty (PCWG):	3.1	Within 15 days of award of Purchase Order, Successful Bidder should (i) Deposit an amount equal to 5% 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 for 5% of Purchase Order value on a Scheduled Bank (except Co-Operative Banks) valid from the date of issue of Bank Guarantee to cover the Bidder's obligations on performance on the PO and warranty for 36 Months has to be furnished. The bank guarantee shall be valid till completion of warranty period plus additional claim period of 6 months. If the Guarantee is furnished by way of Bank	Agreed	

		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.		
Terms of Price:	4.1	Prices shall be quoted on FOR - ECIL, Stores, Hyderabad (Indigenous bidders) (or) Ex-Works-Factory / CIF-Hyderabad Airport (Foreign bidders) basis and should include all charges towards packing, forwarding, freight, transit insurance, unloading and all other incidentals as per our online portal. Taxes (Indigenous bidders) / CD (Foreign bidders) will be payable extra as applicable.	Agreed	
Payment Terms:	5.1	<p>FOR INDIGENOUS BIDDER:</p> <p>100% of payment will be made within 60 days (45 days for MSME) from the date of receipt of material subject to acceptance at ECIL-STORES on submission of PCWG for 5% of PO supply value. However, GST EXTRA AT ACTUALS AND PAYMENT OF GST WILL BE MADE ONLY AFTER GST IS PAID AND GSTR1A IS UPLOADED TO GST PORTAL BY THE SUPPLIER AND TO BE REFLECTED IN GSTR2A OF ECIL.</p> <p>FOR FOREIGN BIDDER:</p> <p>100% of payment within 45 days by TT / Sight Draft / LC from the date of invoice (or) date of intimation to our freight forwarder for lifting of the material whichever is later with Bank Charges Inside India to ECIL account & outside India to Vendor account. PCWG for 5% of PO Supply value should be given.</p>	Agreed	
Warranty:	6.1	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 36 Months (for the scope of Supply) 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.	Agreed	

Liquidated Damages:	7.1	<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 for Scope of Supply 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	
Inspection Instructions:	8.1	<p>Material on its arrival at RPD stores, items will be inspected by ECIL-Hyderabad. Bidder to provide necessary Technical support over telephone if required in person. ECIL decision in the matter will be considered final and 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 (For quote in Indian currency), 30 days (For quote in Foreign currency) at supplier's cost including transportation.</p>	Agreed	
	8.2	<p>In the event of shortage / damage noticed upon receipt and opening of packages at ECIL Stores, Hyderabad, all such shortages or damages shall be made good by the bidder within 20 days from the date of reporting, free of all charges.</p>	Agreed	
Franking Clause:	9.1	<p>The following franking clause will form of the part of the Purchase Order placed on Successful Bidders:</p> <p>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.</p> <p>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.</p>		
Repeat Order Clause:	10.1	<p>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 twelve months from the date of supply/successful completion of this Purchase</p>	Agreed	

		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.		
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 equipment and spares/goods 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 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	
Technical Literature & Training:	12.1	The complete Technical Literature like user manuals, technical manuals etc., which are relevant to the tendered items shall be supplied along with material.	Agreed	

SectionV – EVALUATION CRITERIA OF BID

1. Evaluation Criteria: Total Value Wise

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. 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 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.
 - (d) 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.
 - (e) 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.
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**Bill of Quantity (BOQ) Format**

Item No.	Description	Qty.	Unit
1	ZX80 - QUALCOMM QCS6490 8 INCH WEBCAM, ANDROID 13 + 12GB RAM + 256GB STORAGE, SUNLIGHT READABLE WUXGA LCD + TOUCH SCREEN + HARD TIPE STYLUS, USB-C AC ADAPTER ((65W USB-C AC ADAPTER W/POWER CORD)) + INDIA POWER CORD, W/REAR CAMERA + INTERNAL BATTERY + HOT - SWAPPABLE STANDARD BATTERY, WIFI + BT, 3 YEAR B2B WARRANTY.	7	No's
2	ZX80 - GAMBER-JOHNSON, 7160-1937-00, VEHICLE CRADLE WITH DC-DC ADAPTOR	1	No's

ANNEXURE – B**Certificate of Conformity Format**

Date:

To,

S.DGM(Purchase)

CAD, ECIL, Hyderabad

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.

Item No.	Description	Qty.	Unit
1	ZX80 - QUALCOMM QCS6490 8 INCH WEBCAM, ANDROID 13 + 12GB RAM + 256GB STORAGE, SUNLIGHT READABLE WUXGA LCD + TOUCH SCREEN + HARD TIPE STYLUS, USB-C AC ADAPTER ((65W USB-C AC ADAPTER W/POWER CORD)) + INDIA POWER CORD, W/REAR CAMERA + INTERNAL BATTERY + HOT - SWAPPABLE STANDARD BATTERY, WIFI + BT, 3 YEAR B2B WARRANTY.	7	No's
2	ZX80 - GAMBER-JOHNSON, 7160-1937-00, VEHICLE CRADLE WITH DC-DC ADAPTOR	1	No's

Note: 1. these contents should be on letter head of OEM

Annexure-C

UN-PRICED BID FORMAT

(To be submitted along with Price Bid)

Sl. No	Items	QTY	Unit Price (Rs)	Total Cost (Basic)	Indicative Rate of Taxes & Duties and other charges (as applicable).		Other Charges	Total Cost (Including all taxes & duties)	Remarks
					GST (%)	HSN Code			
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	ZX80 - QUALCOMM QCS6490 8 INCH WEBCAM, ANDROID 13 + 12GB RAM + 256GB STORAGE, SUNLIGHT READABLE WUXGA LCD + TOUCH SCREEN + HARD TIPE STYLUS, USB-C AC ADAPTER ((65W USB-C AC ADAPTER W/POWER CORD)) + INDIA POWER CORD, W/REAR CAMERA + INTERNAL BATTERY + HOT - SWAPPABLE STANDARD BATTERY, WIFI + BT, 3 YEAR B2B WARRANTY.	7 Nos.							
2	ZX80 - GAMBER-JOHNSON, 7160-1937-00, VEHICLE CRADLE WITH DC-DC ADAPTOR	1 Nos.							

****End of the Document****