



ELECTRONICS CORPORATION OF INDIA LIMITED

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

CAD/CSG.

REQUEST FOR QUOTATION

Tender No: ECIL/CAD/PUR/1964/650861

Details of RFQ

Scope of Supply	:	Supply of Programmable DC Voltage/Current Source MODEL NO: GS210-7-F/MON OR EQVT, MAKE: YOKOGAWA, AGILENT OR FLUKE – Item Details and Quantity as per the enclosed BOQ Format .	
Method of Tender	:	Two Part Bid System (Simultaneous receipt of separate Technical and Financial Bids)	
Important Dates:		Date	Time
Tender Publishing Date	:	30-12-2023	
Tender Document Download Start Date	:	30-12-2023	
Last Date of Receiving Queries	:	NOT APPLICABLE IN THIS RFQ	
Replies to Queries by	:		
Due Date for Submission	:	09-01-2024	16.30Hrs
Opening of Techno-Commercial Bids	:	10-01-2024	09.00Hrs
Opening of Price Bids	:		
Contact Person Details	:	V SATISHCHAND, (Sr. DGM), CAD -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182637 Direct Line: 040-27146073 E Mail ID: csgpur_preorder@ecil.co.in , sheetal@ecil.co.in	

Note: Vendor Shall Submit the signed & stamped copy of this document or else their bid will be rejected.



ELECTRONICS CORPORATION OF INDIA LIMITED

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

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

Telephone:	040-27182395	Sr. DGM (Purchase), CAD, Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062
Direct Line:	040-27182637	
e-Mail:	Csgpur_preorder@ecil.co.in	

Tender No: **ECIL/CAD/PUR/1964/650861**

Dear Sir,

Invitation of Bid for Supply of Programmable DC Voltage/Current Source MODEL NO: GS210-7-F/MON OR EQVT, MAKE: YOKOGAWA, AGILENT OR FLUKE - Item Details and Quantity as per the enclosed BOQ format 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.
2. The address and contact numbers for sending documents or seeking clarifications regarding this RFQ are given below.

a)	Contact details	:	For Technical clarifications: (1) SHRI RAJPUT HARISINGH , TM Tel: 040-2718 6655 Email: harisr@ecil.co.in (2) SHRI A VENKATESWARLU, DGM Tel: 040 2718 6784 Email: warluav@ecil.co.in
		:	For other RFQ related clarifications: A SHEETAL, TM, CAD -Purchase Electronics Corporation of India Limited, ECIL (P.O), Hyderabad – 500 062 Tel Nos.040-27182637 Direct Line: 040 2718 2395/2242 E Mail ID: sheetal@ecil.co.in , csgpur_preorder@ecil.co.in
		:	For eProcurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in

3. 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	COC Format
(g)	Annexure-B	Bill of Quantity (BOQ) Format
(h)	Annexure-C	Un price Bid Format

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

TM – 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: (16:30Hrs on 09.01.2024)

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: (09:00Hrs on 10.01.2024)

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 30 days from the due date of RFQ.

6. 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.

7. 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.

8. 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.

9. Pre-Bid Meeting: Not applicable

10. 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.

11. 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	Supply of Programmable DC Voltage/Current Source MODEL NO: GS210-7-F/MON OR EQVT, MAKE: YOKOGAWA, AGILENT OR FLUKE -Item Details and Quantity as per the enclosed BOQ Format .	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	
COC Required From	2.1	OEM/Authorized distributor COC link to be provided along with each batch of supply without which item will not be accepted. OEM COC should include the information of Make, Part No, Sr. No., Description, quantity and any other traceability of the materials being supplied.	Complied	
Delivery Period:	3.1	Date of delivery at ECIL, Hyderabad Within 12 Weeks from the date of electronic transmission of ink signed Purchase Order.	Complied	
Quote Validity:	4.1	The Bids should remain valid for a minimum period of 30 days from the due date of RFQ.	Complied	
Bid Evaluation Criteria:	5.1	Among the qualified Bidders, Bidder whose price (LANDED COST) for total scope (i.e. total value wise) of RFQ is lowest (excluding GST) shall only be treated as lowest Bidder. Variation in Payment Terms: The Bidder has to necessarily accept the RFQ payment term only. Else, the Bids for conditional price (such as conditional discount, advance payment, no. of day's payment) may be rejected. The decision of ECIL is final and binding on the Bidders in this regard.	Complied	
	5.2	Total value - wise technical compliance / deviation to be submitted for technical specifications is mandatory.	Complied	

Eligibility and Qualification Criteria:	6.1	(a) The bidder can be a registered Company / firm (both Partnership & Individual) in India and should be operating in India during the preceding 3 years. On request necessary supporting documents Viz, Balance Sheet, Profit And Loss Account Statement, Previous Purchase Orders executing for the similar type of supplies etc. Shall be submitted. (b) The Bidder Firm/ Company should not have been blacklisted, debarred or prosecuted by any Central Government or State Government Department/ Government Organisation/ PSU for corrupt, fraudulent or any other unethical business practices. Bidders shall not have litigation pending with any of the Govt. Organization. On request supporting documents may be furnished. (c) For evaluation of the bid, documents supporting the criteria should accompany the bid. (d) Multiple bids from the same bidder will be rejected. A bidder can tender one bid only. (e) Authorized and legally competent signatory of the Bidders entity should sign the bid documents.	Complied	
Mode Of Delivery	7.1	By Road.	Noted	
Consignee Details:	8.1	The items are to be delivered at CAD – Stores, ECIL-Hyderabad – 500 062.	Noted	
Required Documents:	9.1	Supplier shall provide Warranty for 1 year.	Noted	
	9.2	Technical Data Sheet and user guide shall be provided along with the quotation.	Noted	
	9.3	Material supplied shall be free from manufacturing defects.	Noted	
	9.4	OEM/Authorised Distributor COC shall be submitted along with consignment.	Noted	
	9.5	Supplier shall give hand on training to operate the indented item.	Noted	
	9.6	Calibration Reports shall be provided with items.	Noted	
	9.7	Supplier shall provide compliance for RFQ Document and submit with sign and stamp along with Quotation.	Noted	
EMD:	10.1	Earnest Money Deposit (EMD) Rs.20,000/- shall be submitted through DD/Online transfer (NEFT Details attached) in favor of M/s. Electronics corporation of India Ltd, EMD is Exempted only for OEMs with MSE Udyam Certificate only (to be submitted along with quote. Under MSE / NSIC category, only manufacturers (Tendered Item of YOKOGAWA, AGILENT OR FLUKE Make) for goods and service providers for services are eligible for exemption from EMD. Traders/Resellers Medium Enterprises are not exempted They must pay EMD within the Due Date only or else their bids will be strictly Rejected. Intimation also will not be provided if EMDs are not received before due date.	Agreed	

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.
- (b) The Bidder should keep all technical specifications, scope, details of equipment at and corresponding locations, terms and conditions, including, Drawings, Site Plans as confidential and shall not disclose to any third party, without prior written consent of ECIL.
- (c) ECIL reserves the right to initiate legal action as per prevailing law against the Bidder and / or claim damages for non-compliance.

10. Transfer and Sub-letting:

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

11. Tolerance Clause:

To take care of any change in the requirement during the period starting from issue of RFQ till placement of the contract, Buyer reserves the right to 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) E-Invoices must contain "ACK No.", "IRN No.", "IRN Date" and "QR Code".
- (iv) E-Invoice Non-applicability authorization letter for registered GSTIN Vendors.
- (v) Certificate of Conformity (COC) from OEM
- (vi) ECIL Dispatch Clearance Note
- (vii) ~~Guarantee~~ / Warranty certificate
- (viii) ~~Performance Bank guarantee~~
- (ix) Order Amendments (if any)

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.

21 Purchase Preference for Micro and Small Enterprises MSEs

1. As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises, Govt. of India, amendments issued thereafter:

- (a) Every CPSEs shall set an annual target for 25 percent procurement from Micro and Small Enterprises (MSEs) Sector. Overall procurement goal of minimum 25 percent with a sub-target of 4 percent out of 25 percent is earmarked for procurement from MSEs owned by SC/ST entrepreneurs.
- (b) In Addition to this, there is a special provision for Micro and Small Enterprise owned by women. Out of the total procurement from MSEs, 3 percent from within the 25 percent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

2. Conditions for MSEs:

- (a) With effect from 01.07.2020, the Udyam registration certificate issued from Udyam portal must be valid as on Bid closing date as mentioned on the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended. Copy of Udyam Registration Certificate to be submitted along with the bid.
- (b) 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.
- (c) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by Mo MSME.
- (d) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum or Udyam Registration Certificate.
- (e) The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.
- (f) **Categorization of MSE SC/ST Vendors:**
 - (i) SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.
 - (ii) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by

District Authority in addition to certificate of registration with any one of the agencies mentioned in earlier para as per PPP 2012. The bidder shall be responsible to furnish necessary documentary evidence for enabling ECIL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- i. In case of proprietary MSE, proprietor(s) shall be SC/ST.
- ii. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- iii. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(g) Categorization of MSE owned by Women Vendors:

- (i) The MSE(s) owned by Women shall mean:-
- (e) In case of proprietary MSE, Proprietor(s) shall be Women.
 - ii. In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit
- (f) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - (ii) Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

3. Relaxation of norms for MSEs:

- (a) Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- (b) However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein ECIL reserves the right not to consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.
- (c) The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender Fees.

4. Purchase Preference for MSEs:

- (a) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.
- (b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (where the tender quantity can be split).
- (c) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- (d) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price.
- (e) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- (f) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- (g) The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.

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
Conformity Certificate.	1.1	Supplier shall establish and maintain records to provide evidence of conformity to the requirements and the same should be made available to ECIL / our customers and regulatory authorities as per Annexure-A	Agreed	
Terms of Price:	2.1	The Prices shall be quoted on FOR - ECIL, Stores, Hyderabad and should include all charges towards packing, forwarding, freight, transit insurance, unloading and all other incidentals as per our online portal. Taxes will be payable extra as applicable. Consignee Details: ECIL, CAD, STORES-HYDERABAD.	Agreed	
Payment Terms:	3.1	a) No advance payments will be released. b) 100% of payment will be made within 60 days from the date of receipt of material subject to acceptance (in case of eligible MSE Suppliers 45 days) at ECIL-STORES. However, GST EXTRA AT ACTUALS AND PAYMENT OF GST WILL BE MADE ONLY AFTER GST IS PAID AND GSTR3B STATUS SHALL BE REFLECTED AS “ YES” IN GST PORTAL.	Agreed	
Warranty:	4.1	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 12 Months (for the scope of Supply) from the date of supply. 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:	5.1	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. 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.	Agreed	
Inspection Instructions:	6.1	Material on its arrival at CAD stores, items will be inspected by ECIL and their 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 at supplier's cost including transportation.	Agreed	
	6.2	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 10 days from the date of reporting, free of all charges.	Agreed	
Franking Clause:	7.1	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	
Repeat Order Clause:	8.1	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 ONE YEAR from the date of supply/successful completion of this Purchase Order, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.	Agreed	

Packing and Marking Instructions:	9.1	Items should be packed properly to avoid damage during transportation.	Agreed	
	9.2	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	
	9.3	A label in English shall be either pasted on the carton or painted indicating the details of the item as per OEM.	Agreed	
	9.4	One copy of the packing list in English shall be inserted in each cargo package.	Agreed	
Technical Literature & Training:	10.1	The complete Technical Literature like user manuals, technical manuals etc., which are relevant to the tendered items shall be supplied along with material.	Agreed	

Section V – EVALUATION CRITERIA OF BID

1. Evaluation Criteria:

Two Part Bid System

Bidder should submit in 2 parts i.e., (a) Techno-commercial & (b) Price bids separately. Only the Techno-commercial bid would be opened on the date of bid opening. Price bid will be opened, only when Techno-commercial bids are found to be qualified. Any reference to price in Techno-commercial Bid will render the bid invalid and such bid shall be rejected summarily.

Part –I Bid Submission: (Techno Commercial Bid)

(a) Part-I Bid shall contain Techno-commercial Bid and Supporting Technical brouchers.

(b) Bids not complying will be rejected summarily.

(c) Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.

(d) Bid in the prescribed formats and Bid Templates provided in the tender on online e- Procurement Portal shall only be filled and uploaded.

(e) Any deviations to the bid templates will make the bid liable for rejections.

Part -II Bid Submission: (Price Bid)

(a) Price bid shall be submitted as per the template provided in the portal. Price Bid is to be uploaded simultaneously in the portal.

(b) Price Bid should be submitted by entering online unit price for each line item of the tender on the online Price bid format provided on the mentioned portal. Any other format/attachments for price bid will make the bid liable for rejections.

(c) Prices should be indicated both in figures and Words as per the Price Bid format. If any discrepancy between Figures & words, Price mentioned in words only will be considered.

(d) The Price Bid should contain only price information; and shall not contain any other term, condition or note(s).

(e) Additional terms, conditions, notes, remarks etc if any in the price bid will be summarily ignored.

(f) The Price bid of Bidder can be rejected in case if Bidder puts any conditional clause later, contradictory to the original compliance in technical bid.

(g) The Price bid of Bidder can be rejected in case if Bidder tries to link their present bid to any earlier purchase order which are in the pipeline or already executed with matters related to EMD/BG/SD/Payment/pending C-Forms.

ANNEXURE – A**Certificate of Conformity Format**

Date:

To,

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	FOR THE SUPPLY OF PROGRAMMABLE DC VOLTAGE/CURRENT SOURCE, MODEL NO: GS210-7-F/MON OR EQUIVALENT, MAKE: YOKOGAWA, AGILENT OR FLUKE. SPECIFICATIONS: DC VOLTAGE SOURCE: +/-32V, CURRENT SOURCE:+/-200mA, PROVISION FOR MONITORING VOLTAGE/CURRENT.	02	NOs

Note: 1 These contents should be on letter head of OEM/Authorized distributor.

ANNEXURE – B**Bill of Quantity (BoQ) Format**

Item No.	Description	Qty.	Unit
1	FOR THE SUPPLY OF PROGRAMMABLE DC VOLTAGE/CURRENT SOURCE, MODEL NO: GS210-7-F/MON OR EQUIVALENT, MAKE: YOKOGAWA, AGILENT OR FLUKE. <u>SPECIFICATIONS:</u> DC VOLTAGE SOURCE: +/-32V, CURRENT SOURCE:+/-200mA, PROVISION FOR MONITORING VOLTAGE/CURRENT.	02	NOs

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	FOR THE SUPPLY OF PROGRAMMABLE DC VOLTAGE/CURRENT SOURCE, MODEL NO: GS210-7-F/MON OR EQUIVALENT, MAKE: YOKOGAWA, AGILENT OR FLUKE. <u>SPECIFICATIONS:</u> DC VOLTAGE SOURCE: +/-32V, CURRENT SOURCE: +/-200mA, PROVISION FOR MONITORING VOLTAGE/CURRENT.	02 No's	XXX	XXX				XXX	

Note: “This is for reference Only Prices shall not be mentioned in this format”

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