



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: SED-18-7290

Details of RFQ

Type of Tender	Single	
Method of Tender	Two-Part Bid	
Important Dates:	Date	Time
Tender Publishing Date	01.08.2024	18:00
Last Date of Receiving Queries	05.08.2024	17:00
Due Date for Submission	08.08.2024	18:00
Opening of Technical Bid	09.08.2024	09:00
Opening of Price Bid	Will be informed later	

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

Contact details	For technical clarifications: Mr. N Ravi Kiran Tel No.040-2718 2872 Email: ravikiranneelam@ecil.co.in
	For other RFQ related clarifications: In-Charge (MMD), SED Tel Nos: 040-27182474/2869 E Mail: sed_pur@ecil.co.in
	For eProcurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in



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

Telephone:	040-27182474 / 2869	From: In-Charge MMD, Strategic Electronics Division Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062, Telangana, India.
Fax:	040-27122561	
e-Mail:	sed_pur@ecil.co.in	

Tender No: SED-18-7290

Date: 01.08.2024

Dear Sir,

Invitation of Bid for

- 1. Supply of 20 KVA Rugged UPS With IP 45 Rack(3nos of 10kva power module N+1 Configuration)**
- 2. Supply of Battery bank with IP 45 Rack**

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 Bid basis. The firm has to upload Technical bid in the Technical Part of the online tender and Price bid in the financial offer part of the online tender.

2. This RFQ is divided into fiveparts as follows:

Sl. No.	Sections	Document Description	Page No
(a)	Part I	General Information and Instructions for the Bidders	3-5
(b)	Part II	Essential Details of Items Required	6-7
(c)	Part III	General Terms and Conditions	8-13
(d)	Part IV	Special Terms and Conditions	14-17
(e)	Part V	Price Bid Format	19
(f)	Annexure – A	Accounts Details for EMD submission though Online Transfer	As attachments
(g)	Annexure – B	Bid Security Declaration Form	As attachments
(h)	Annexure – C	Performance Bank Guarantee Format	As attachments
(j)	Annexure – E	Technical specification & Scope of work	20-25

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. ECIL 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.: RFQ Parts I to V and Annexures A, B, C & E.

Part I – General Information and Instructions for the Bidders

Particulars	Sl. No	Instructions to the Bidders
Tender Submission Time	1	Tender should be submitted by due date and time (Refer page 1) through e-procurement portal of ECIL for Supply of items mentioned in Part II of RFQ.
Manner of Submitting the Bid	2	a) The bidder is required to submit soft copies of their bid 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. Bid sent by post, fax, mail or e-mail will not be considered. b) Purchase Order will be placed on the company whose name & address are on the submitted bid. c) In case of bids submitted by Agent and expecting purchase order on Principal, Agency Authorization Certificate from Principal duly signed by authorized signatory to submit the bid, negotiate and conclude on Principal behalf. Also Principal should submit undertaking to provide all the support necessary for supply and warranty support to the bidder.
Method of Tender	3	<u>Two-Part Tender</u> Bidder should submit Technical & price bids separately. Only the Technical bid would be opened on the date of bid opening. Price bid will be opened, only when Technical bid is found to be qualified. Any reference to price in TECHNICAL BID will render the bid invalid and such bid shall be rejected summarily.
Opening of Bid	4	Refer page 1. If due to any exigency, the bids are not opened on the date and time mentioned, the bids will be opened on the next working day.
Validity of Bid	5	The bid should remain valid till 120 days from the date of submission of bid.
Clarification Regarding Contents of the RFQ	6	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.
Modification and Withdrawal of Bid	7	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. Bid cannot be modified after the due date for submission of bid.
Clarification regarding details of Bid	8	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.
Amendments to RFQ	9	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.

Particulars	Sl. No	Instructions to the Bidders
Rejection of Bid	10	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 Bid.
Loading Criteria for Ranking of Bids	11	<p>a) In case of Foreign Supplier, the total of basic cost (EXW Source / CIP Hyderabad) and customs clearance/Airport handling / transportation charges etc. to ECIL will be the basis for the purpose of comparison of various bids. Taxes, duties and levies in India will be excluded for ranking the tenders</p> <p>b) In case of Indigenous Supplier, the total of basic cost (F.O.R ECIL) will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders</p>
Earnest Money Deposit	12.1	Micro & Small Enterprises (MSE) who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category are exempted from submission of EMD. Bidder availing exemption for EMD must upload copy of UDYAM certificate in the technical bid.
	12.2	In case of Non-MSE Indigenous Bidders, Bid shall accompany interest-free EMD for Rs. 150000/- (Rupees One lakh fifty thousand Only) . Scanned copy of EMD should be attached in Technical Bid as separate attachment in pdf format and the hard copy should reach us within the due date of the Tender. The bid will be summarily rejected if hard copy does not reach within the due date of the Tender. EMD is to remain valid for a period of 45 days beyond the final bid validity period.
	12.3	Form of EMD: EMD should preferably be through Online/ RTGS/ NEFT/ IMPS transfer (Refer Annexure-A for account details). Alternatively, it can be in the form of Demand draft , drawn on any scheduled bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad Bank Guarantee from any Scheduled Bank (i.e., the Second Schedule of RBI Act, 1934). No EMD shall be accepted in the form of Cheque.
	12.4	Submission of EMD: <p>a) Bidders are required to submit the EMD in original (DD/BG), should be put in a separate sealed cover, and super scribed as "EMD" indicating RFQ No. & Date, and should reach ECIL Hyderabad latest by due date and time of bid submission (Refer page 2 for full address).</p> <p>b) The details of the DD/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time on above portal. Otherwise the uploaded bid will be rejected.</p> <p>c) In the 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.</p> <p>d) Technical bid will not be opened if EMD is not submitted in the manner specified herein.</p>

Particulars	Sl. No	Instructions to the Bidders
	12.5	<p>Refund of EMD:</p> <p>a) EMD of the unsuccessful bidders shall be returned at the earliest, i.e. after expiry of the final bid validity but not later than 30 days after the award of the contract.</p> <p>b) EMD of the successful Bidder shall be refunded after the contracts Performance guarantees / Security Deposits is furnished.No interest shall be payable to the Bidder(s) on Earnest Money / Security Deposit for the period of its currency.</p> <p>c) As part of Technical Bid, Bidder should furnish name of the Bank, Branch, Type of Account and Account No. for refund of EMD, if EMD is furnished through Demand Draft/Online Transfer.</p>
	12.6	<p>Forfeiture of EMD:</p> <p>EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any manner within the period of validity of his tender. It may be noted that EMD of L1 shall also be liable to be forfeited if he backs out after negotiation/ award of contract. EMD shall also be liable to be forfeited if successful bidder does not acknowledge the receipt of purchase order. EMD shall also be forfeited if it comes to light that the Bidder has given false information or hidden facts on substantive aspects that have bearing on the integrity of the procurement process. Such actions on the part of Bidder could also be considered for blacklisting or debarment.</p>
BID Security Declaration	13	<p>Every bidder is required to sign and submit a Bid Security declaration as per Annexure –B, 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 RFQ, they will be suspended for the period of one year from being eligible to submit Bids for contracts.</p>
Pre-Bid Meeting	14	<p>(a) Before submission of bids, for the bidder to understand clearly all tender requirements, a pre-bid meeting will be held on 05.08.2024 at 15:00 hrs in the office of ECIL or virtually.</p> <p>(b) Buyer response to the Pre-bid queries and corrigendum, if necessary, will be uploaded on the ECIL e-Procurement Portal/ sent by email.</p> <p>(c) No post pre-bid meeting, clarification from the bidders will be entertained.</p>

Part II – Essential Details of Procurement Items

Particulars	Sl. No.	Terms and Conditions	Compliance Required	Yes/No(with Deviation if any)									
Schedule of Requirements (SOR)	1	<u>List Of Deliverables</u>			Agreed								
		<table border="1"> <thead> <tr> <th>Item No.</th> <th>Item Description</th> <th>Specifications</th> <th>Qty.</th> <th>UOM</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply of 20 KVA Rugged UPS With IP 45 Rack(3nos of 10kva power module, N+1 Configuration)</td> <td rowspan="2">As per Annexure-E</td> <td>2</td> <td rowspan="2">Nos</td> </tr> <tr> <td>2</td> <td>Supply of Battery bank with IP 45 Rack</td> <td>2</td> </tr> </tbody> </table>	Item No.	Item Description			Specifications	Qty.	UOM	1	Supply of 20 KVA Rugged UPS With IP 45 Rack(3nos of 10kva power module, N+1 Configuration)	As per Annexure-E	2
Item No.	Item Description	Specifications	Qty.	UOM									
1	Supply of 20 KVA Rugged UPS With IP 45 Rack(3nos of 10kva power module, N+1 Configuration)	As per Annexure-E	2	Nos									
2	Supply of Battery bank with IP 45 Rack		2										
Delivery Period	2	Bidder is required to mention the delivery period within the acceptable range defined below in Compliance column Acceptable Range. 4 Months Note: The delivery period will starts from the date of LOI if LOI is issued before PO.	Mention the delivery period	_____									
Mode of Delivery	3	By Road/Rail/Air etc.	Mention the mode of delivery	_____									
Consignee Details	4	The items are to be addressed to Stores Officer Strategic Electronics Division (SED) Electronics Corporation of India Limited ECIL (P.O.), Hyderabad -500062, Telangana, India Tel: 40 2718 2888	Noted										
Evaluation Criteria	5.1	The bid will be considered for evaluation based on the instruction given in Part I. The bidder should confirm compliance to each serial of the terms and conditions at Part II to Part IV as well as the referred Annexure(s). Any non-compliance may lead to rejection of the Bid.	Noted										
	5.2	Ranking of bids shall be done by considering Total Value-wise L1 Basis.											

Part III – General Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFQ mentioned below, which will automatically be considered as part of the contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Law	1	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.	Agreed	
Effective Date of the Contract	2	The purchase order shall come into effect on the date of issue of purchase order (Effective Date) except when some other effective date is mutually agreed to and specifically indicated / provided in the purchase order and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.	Agreed	
Acknowledgement of PO	3	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.	Agreed	
Amendments	4	No provision of 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 the purchase order and which expressly states to amend the purchase order.	Agreed	
Termination of Purchase Order	5	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 for more than 02 (Two) months after the scheduled date of delivery. (c) The Seller is declared bankrupt or becomes insolvent. (d) As per decision of the Arbitration Tribunal.	Agreed	
Notices	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 by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.	Agreed	
Arbitration	7	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.	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Penalty for use of Undue Influence	8	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 of Contract Documents	9	A) The Bidder should keep all technical specifications, scope, details of equipment 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) 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. C) 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	10	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	11	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	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Taxes & duties	12	<p>a) General (in respect of indigenous bidders):</p> <p>(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.</p> <p>(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.</p> <p>(iii) 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, exemptions, rebates, concession etc. if any, obtained by the Seller.</p> <p>(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.</p> <p>b) GST:</p> <p>(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.</p> <p>(ii) On the Bid 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.</p>	Agreed	
Paying Authority	13	<p>The payment of bills will be made by ECIL 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:</p> <p>(i) Ink-signed copy of AWB / Bill of Lading (in case of imports)</p> <p>(ii) Ink-signed copy of Commercial invoice / Seller's bill</p> <p>(iii) Inspection note (if any)</p> <p>(iv) Certificate of Conformity (COC) and Country of origin where applicable</p> <p>(v) Guarantee / Warranty certificate where applicable</p> <p>(vi) Performance Bank guarantee where applicable</p>	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
		(vii) Any other document / certificate that may be required as per the Purchase Order / Contract. (viii) 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).		
Fall clause	14	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 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. (ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement. (iii) Sale of goods such as drugs which have expiry dates. (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.	Agreed	
Risk Purchase	15	a) Should the goods or any part thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the goods or any part thereof, the Buyer shall after 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. b) Should the goods or any part thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
		<p>c) In case of a material breach that was not remedied within 60 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other goods of the same or similar description to make good:-</p> <p>(i) Such default</p> <p>(ii) In the event of the contract being wholly determined the balance of the goods remaining to be delivered there under.</p> <p>d) Any excess of the purchase price, cost of manufacturer, or value of any goods procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.</p>		
Force Majeure clause	16	<p>a) 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.</p> <p>b) 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.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) 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.</p>	Agreed	
Insurance	17	For purchase orders placed on FOR, ECIL basis the necessary insurance to ensure safe transit of material should be catered for by the supplier. Where the terms of delivery are either ex-works or ex-warehouse or FOB/CIF/CIP, the dispatch particulars are to be intimated to ECIL to enable transit with the requisite insurance. 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	18	The quality of the goods delivered according to the Contract shall correspond to the technical conditions and	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
		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.		
Conditional Offer	19	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	20	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 Terms and 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 (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
OEM Authorization Certificate	1	In case the Seller is not the OEM, the authorisation certificate from the OEM duly signed by authorised signatory to submit the bid, negotiate and conclude on OEM's behalf. Also OEM submit undertaking to provide all the support necessary for supply and warranty support to the bidder, in the event award of Purchase Order to them.	Agreed	
Certificate of Conformity	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	3	Bidder may indicate the applicable SPQ/MOQ, if any, in the technical and price bid.	Agreed	
Terms of Price	4	The prices are to be quoted by the Indigenous bidders on FOR, ECIL basis and by foreign bidders on Ex-Works Source / CIP Hyderabad basis.	Mention Terms of Prices	_____

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Payment Terms	5	<p>a) For Indigenous Bidders:</p> <p>(i) 100% of payment will be made within 45 days from the date of receipt of the goods at ECIL, subject to acceptance.</p> <p>(ii) For MSEs, payment terms as may be necessary as per Government Guidelines are to be considered.</p> <p>(iii) Payment of taxes will be made to the Seller after submission of tax remittance documents and uploading the tax return by the vendor, in turn, invoice has to appear in GSTR2A of ECIL.</p> <p>b) For Foreign Bidders:</p> <p>(i) 100% Against Letter of Credit (LC) payable against proof of Air way Bill Usance period of 45 days.</p> <p style="text-align: center;">(or)</p> <p>100% payable by wire transfer within 45 days form Air way Bill.</p> <p>(ii) In case of LC's Bank charges are to be respective accounts i.e., charges inside India to ECIL account and outside India are to the account of Beneficiary.</p> <p>c) Alternate MSE Vendor Payment through TReDS</p> <p>(i) In order to address the financial needs of MSE firms, Gol has introduced a platform for facilitating the financing of their trade receivables, through multiple financiers which is termed as Trade Receivable Discounting system (TReDS). At TReDS, auctioning of invoices a competitive and transparent environment is done by financiers based on Buyer's credit profile.</p> <p>(ii) ECIL is registered on TReDS platform with "A-TreDS Ltd. (Invoicemart)". Desirous MSE Bidders/Vendors, who want to receive payment 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 Invoicemart, 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>(iii) MSE bidders desirous to receive payment through TReDS platform may avail the facility if they are already registered on "invoicemart" TReDS platform or by registering on it</p>	Agreed	
Warranty	6	The bidder should provide warranty for 3 years from the date of delivery of the goods to the buyer or from the date of shipment /dispatch from seller's works whichever is earlier.	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Performance cum Warranty Guarantee (PCWG)	7.1	<p>a) Within 15 days of award of Letter of Intent (LOI), Successful Bidder should furnish the PCWG payable to the Purchaser in the form of a Performance Bank Guarantee (PBG) (Indemnity Bond in case of PSUs) strictly as per format in Annexure C for 5% of Purchase Order value issued by a Scheduled Indian Commercial Bank as per RBI list (except Co-Operative Banks) valid up to warranty period +2 months to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract.</p> <p>b) Alternatively, PCWG can be in the form of Demand Draft drawn on any scheduled bank in favor of “Electronics Corporation of India Limited, Hyderabad” and payable at Hyderabad or through Online/ RTGS/ NEFT/ IMPS transfer (Refer Annexure-A for account details)</p>	Agreed	
	7.2	Purchase Order will be released after receipt of PCWG. PCWG will be returned to the supplier on successful completion of all his obligations under the contract.	Agreed	
	7.3	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 successful bidder fails to furnish the Guarantee in the form of one of above, ECIL reserves the right to cancel PO, forfeit EMD, and invoke Risk Purchase and levy maximum LD; without any further notice.	Agreed	
Liquidated Damages	8	In the event of the Seller's failure to supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, 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 of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.	Agreed	
Inspection Instructions	9	<p>The Inspection of the goods will be carried out by the inspection agency of SSQAG or their authorized agency/ECIL at the supplier's premises.</p> <p>In the event of shortage/damage noticed upon receipt and opening of 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.</p>	Agreed	
Franking Clause	10	<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>	Agreed	

Particulars	Sl. No.	Terms and Conditions	Compliance required	(Yes/No) with Deviation if any
Packing and Marking Instructions	11	<p>The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage during transportation and handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood, where required. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.</p> <p>A label in English shall be either pasted on the carton or painted indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.</p> <p>Packing List:</p> <ol style="list-style-type: none"> a. Buyer Details: b. Seller Details: c. Consignee Details: d. Purchase Order No: e. Package No.: f. Part Number: g. Nomenclature: h. Quantity contracted: <p>If necessary, each package shall be marked with warning inscriptions: TOP, "Do not turn over", category of cargo, etc. One copy of the packing list in English shall be inserted in each cargo package.</p>	Agreed	
Quality Assurance	12	As per QAP	Agreed	
Purchase Preference for MSE Vendors	13	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 Certificate along with relevant supporting documents	Agreed	
Purchase Preference to Make in India	14	The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021 /2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender	Agreed	

Part V - Price Bid Format

Sl. No.	Description	Offer Details
1	RFQ No. and Date	
2	Item Description	
3	HSN/SAC Code	
4	Quantity	
5	Unit of Measurement	
6	Unit Price (in figures)	
7	Unit Price (in words)	
8	Any Other Charges (detailed breakup is to be provided)	
9	Total Price (in figures)	
10	Total Price (in words)	
11	GST	
12	Total Amount	

Note:

- 1) If there is any discrepancy between unit price and total price the unit price will prevail. If there is discrepancy between amount indicated in figures and words, the amount indicated in words will prevail for calculating total cost.
- 2) Based on the nature of procurement the details of cost towards accessories, installation and commissioning, training, technical literature etc., may be provided in the price bid format as required.
- 3) No bids using correction fluid on the rates in words and figures shall be accepted.
- 4) Prices must be stated for each line item of Schedule of Requirements (SOR) at para 1, Part II.

Technical specification, Scope of work & Acceptance criteria of 20 KVA Rugged UPS System(3nos of 10kVA Power Module, N+1 Configuration)with IP45 Rack and Battery Bank with IP 45 Rack(Battery 240V/25AH Li-ion/Li-Polymer Battery)

Sl. No.	Description	Compliance (Yes/No)	Remarks						
1.0	<p align="center"><u>Technical Specifications</u></p> <p>UPS</p> <p>3 no's of 10 KVA Rack Mountable UPS modules with 20kVA (Each 10kVA capacity, N+1 Configuration) Capacity is required to meet the power requirement. The UPS will be mounted in 19" rack(IP 45) . The rack mountable batteries for Providing the backup also will be mounted in another 19", 32U Rack with 950 mm depth and to be mounted on vibration mounts in the shelter. The UPS will be taking three phase power input. One UPS module has to undergo all environmental tests as per quality requirements for GSE. Total UPS modules are 6 (3 module for each IC4).</p> <p>SPECIFICATIONS:</p> <p>20 KVA Modular UPS system with input isolation transformer.</p> <ul style="list-style-type: none"> • Each module should be of 10KVA. There will total of 3 modules in N+1 redundancy (N=2). • Output phase and neutral should be isolated from input phase and neutral. • $V_{NE} \leq 2V$ in all conditions (including battery mode) <p>Each module of 10KVA should be controlled independently and be hot swappable. If any of the module fails or gets disconnected, the system should continue to operate and supply the power without interruption at reduced capacity. Specifications of each 10KVA UPS module are as follows.</p> <p>INPUT SPECIFICATIONS:</p> <table border="1" data-bbox="188 1356 1192 1566"> <tbody> <tr> <td data-bbox="188 1356 594 1423">Input AC Voltage</td> <td data-bbox="594 1356 1192 1423">320-478 V, 3-Ø AC</td> </tr> <tr> <td data-bbox="188 1423 594 1488">Frequency</td> <td data-bbox="594 1423 1192 1488">50 ± 3 Hz</td> </tr> <tr> <td data-bbox="188 1488 594 1566">Filters</td> <td data-bbox="594 1488 1192 1566">Necessary EMI/RFI filter sat the Input for MILSTD 461E</td> </tr> </tbody> </table> <p>OUTPUT SPECIFICATIONS:</p>	Input AC Voltage	320-478 V, 3-Ø AC	Frequency	50 ± 3 Hz	Filters	Necessary EMI/RFI filter sat the Input for MILSTD 461E		
Input AC Voltage	320-478 V, 3-Ø AC								
Frequency	50 ± 3 Hz								
Filters	Necessary EMI/RFI filter sat the Input for MILSTD 461E								

Continuous Output Power	10KVA, 1-Ø AC, Three Wire
AC Output Voltage	230V AC ± 5%
AC Output Frequency	50 Hz ± 1%
AC Output Waveform	Sinusoidal
Line Regulation	≤ 1%
Load Regulation	≤ 2%
Overall Efficiency at Full Load (AC-AC)	≥85%
Total Harmonic Distortion	≤ 2% for Linear load
Load Crest Factor	3:1
Protection	Input Under/Over voltage, over load, short circuit, Output over voltage
Overload	Load ≥ 110% for 10min. Load ≥ 125% for 1 min.

MECHANICAL SPECIFICATION:

Chassis Size (UPS)	19" rack mountable Depth = 950 mm±10mm
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BATTERY SPECIFICATION:

Battery type	Lithium-ion/ Lithium Polymer
Back-up time	≥ 30 minutes at full load
Dimensions	19" rack mountable unit, Depth ≤ 600 mm

EXTERNAL INTERFACE:

MIL STD Circular Connectors Interface Connector	AC Input, AC Output, Battery
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ENVIRONMENTAL:

Operating temperature	-20 to + 55 deg. C without Battery -10 to + 50deg C with Battery
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Storage temperature : -40 to +70 deg C (without battery module)
: -20 to +65 deg C (with battery module)

	Humidity : 0 to 95% RH at 45 deg C		
2.0	<p><u>SCOPE OF WORK:</u></p> <p>a) Supply of 20 KVA Rugged UPS With IP 45 Rack(3nos of 10kva power module N+1 Configuration)</p> <p>b) Supply of Battery bank with IP 45 Rack.</p> <p>c) Clearance of the system from Inspection Agency is in supplier scope.</p> <p>d) 20 kVA Rugged UPS is subjected to AT test. ECIL will provide test facility for AT tests on free of cost at ECIL, Hyderabad premises. ECIL will provide test facility only. Clearance of unit and logistics is responsibility of supplier.</p> <p>e) Material to be used for Racks and Enclosures is Aluminium / stainless steel, 3mm thick (Any Grade).</p>		

3.0 ACCEPTANCE TEST SPECIFICATION FOR UPS RACK (CLASS 3B UNIT)

Reference:

1. ASL Quality Requirement: ASL/21//R&QA/QAP3/TEMP-4, Rev. No. 00; Date: 24/12/2019

1.1. ENVIRONMENTAL TEST SPECIFICATION FOR AT UNITS

Sr. No.	Description of Test	Specification	Remarks
1.	ESS		
a.	ESS Random Vibration (along all three axis)	Random Vibration 5-20 Hz (6 dB per Oct) desirable 20-50 Hz: 0.02 g ² / Hz then rolling up to 0.001 g ² / Hz at 500 Hz Duration: 5 minutes per axis, 15 minutes Cumulative	PREET INSET & POET
b.	ESS Thermal Cycling	Temperature Levels: -20°C to +55°C Cycle Dwell Time: 60 minutes Rate of Change of Temp: 10°C/min (minimum) Total 6 Cycles	PREET at Ambient Inset to be taken 2 times every cycle. 1 st before Switching off (at end of 55°C Condition) 2 nd after Switching on (at the end of -20°C condition) POET at ambient
c.	Random Vibration (Along all three axis)	Random Vibration 5-20 Hz (6 dB per Oct) desirable 20-50 Hz: 0.02 g ² / Hz then rolling up to 0.001 g ² / Hz at 500 Hz Duration: 5 minutes per axis, 15 minutes Cumulative	PREET, INSET & POET
2.	Damp Heat	45°C (RH 95%) For 8 hrs.	PREET at Ambient INSET at 7 _{1/2} Hr. POET at ambient

4.0 EMI/EMC TEST SPECIFICATIONS FOR AT UNITS

Note:

1. Only 02 EMI/EMC test – CS115 and RS 115 and RS 103 are applicable.
2. These two EMI/EMC test (i.e. **CS115 and RS103**) shall be carried out on **ONE-unit Rack Level selected at random out of every FIVE AT Units.**

Sl. No.	Test	Detail	Applicability/ Limit Line/Test procedure	Test Duration	Remarks
a.	RS103	Radiated Susceptibility, Electric Field 2MHz to 18GHz	<p>Applicability: Applicable to all Equipment/ Subsystem enclosures with Interconnecting cables.</p> <p>Spec. Limit: The equipment shall not exhibit any malfunction or degradation in performance, when subjected to field strength of 50V/m in the frequency range of 2MHz – 18 GHz with 1 KHz pulse modulation, 50% duty cycle at 1mtr. From equipment for both vertical and horizontal polarizations. Test setup & Procedure: As per MIL-STD-461E/461E/F/G</p>	The Electric field shall be applied for complete band of frequency with scan rates specified in MIL-STD-461E (Susceptibility testing time) or Minimum 10 Minutes in Each band	PREET INSET POET
b.	CS115	Conducted susceptibility, Bulk cable Injection, Impulse Excitation	<p>Applicability: Applicable to all interconnecting cable bundle power cable, and separately in high (+ve) line/wire, excluding neutral/ground lines.</p>	The test pulses shall be applied on each cable bunch/line separately for duration of 60	PREET INSET POET

			<p>Spec. Limit Line: The UUT shall not exhibit any malfunction or degradation of performance, when subjected to signal characteristics as shown in Fig.: CS115-1 Test Setup & Procedure: As per MIL-STD-461E/F/G</p>	seconds		
5.0	<p><u>Documents to be delivered by supplier</u></p> <p>The supplier shall make Quality Assurance Plan for 20 KVA UPS System and submit for drawings/documents for approval.</p> <ul style="list-style-type: none"> a) At Test Reports b) Technical and User Hand book c) QAP for 20KVA UPS System which include process flow chart, Quality assurance matrix for 20KVA UPS System Rack. d) 1 set of GA drawing & BOMs hard copies. e) 1 set of the test reports (Chemical and Mechanical) for raw materials from NABL accredited labs. f) Certificate of Conformance (COC) for the critical imported items and bought out items. 					
6.0	<p><u>Special Notes</u></p> <ul style="list-style-type: none"> a. Minor variations in scope of supply during the approval stage or in execution, vendor has to submit final set of drawings for further approvals and same has to be accommodated without additional cost. b. Supplier should prepare and submit the drawings and document (QAP) for approval to ECIL before commencement of production. c. UPS has to be delivered along with I-NOTE from the inspection agency (SSQAG) or their authorized Agency. d. Installation and Commissioning of units at ECIL/user location is in scope of Supplier. e. Before Offering to SSQAG, ECIL-QC Clearance is Mandatory. 					