



ELECTRONICS CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
SERVO SYSTEMS DIVISION-PURCHASE
ECIL POST, HYDERABAD-500 062

Request for Quotation

Tenderno:302919

Details of RFQ

Scope of Supply	SUPPLY OF FOLLOWING RESISTORS: 1. CHIP RESISTOR, 100E, ¼ W, ±5%, PART NO: CRCW1206101 J RT1 MAKE:VISHAY, Qty-340 Nos 2. CHIP RESISTOR, 1K, ¼ W, ±5% ,PART NO: CRCW1206102 J RT1 MAKE:VISHAY, Qty-425 Nos 3. CHIP RESISTOR, 1.2K, ¼ W, ±1%,PART NO: CRCW1206122 J RT1 MAKE:VISHAY, Qty-765 Nos 4. CHIP RESISTOR, 5.1K, ¼ W, ±5%,PART NO: CRCW1206512 J RT1 MAKE:VISHAY, Qty-340 Nos 5. CHIP RESISTOR, 10K, ¼ W, ±5%, PART NO: CRCW1206103 J RT1 MAKE:VISHAY, Qty-3315 Nos 6. CHIP RESISTOR, 12K, ¼ W, ±5%, PART NO: CRCW1206123 J RT1 MAKE:VISHAY, Qty- 255 Nos 7. CHIP RESISTOR, 20K, ¼ W, ±5%, PART NO: CRCW1206203 J RT1 MAKE:VISHAY, Qty- 340 Nos 8. CHIP RESISTOR, 47K, ¼ W, ±5%, PART NO: CRCW1206473 J RT1 MAKE:VISHAY, Qty-1020 Nos 9. CHIP RESISTOR, 100K, ¼ W, ±1 / 5%, PART NO: CRCW12061003 F RT1, MAKE:VISHAY, Qty-1700 Nos	
Method of Tender	Two Part Bid	
Important Dates:	Date	Time
Tender to be Published Date	01.04.2024	4:00 PM
Tender Document Download StartDate	01.04.2024	4:00 PM
Due Date for Submission	15.04.2024	4.00 PM
Opening of Techno-Commercial Bid	16.04.2024	10.00 AM
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 Person Details for RFQ clarifications	Y.V.Nagaraju, Purchase Manager, Servo Systems Division ECIL Post, ECIL, Hyderabad-500062 Contact No: 040-27123954/27186760 E-mail: ssdpurchase@ecil.co.in
Contact person for technical clarifications	K.B.Jyothsna, Manager Technical Servo Systems Division ECIL Post, ECIL, Hyderabad-500062 Contact No: 040-27182516/6267 E-mail: jyothsnakb@ecil.co.in
For e-tender assistance	For e-procurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in

		ELECTRONICS CORPORATION OF INDIA LIMITED (A Govt. of India Enterprise) SERVO SYSTEMS DIVISION- PURCHASE, ECIL POST, HYDERABAD-500	
Telephone:	040-27186760/27123954	From:	In-Charge (Purchase), Servo Systems Division Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Telangana, India.
Fax:	040-27123954		
e-Mail:	ssdpurchase@ecil.co.in		

Dear Sir,

Invitation of Bid for supply of resistors - as per RFQ

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 Techno- Commercial 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 Four Parts as follows:

Sl. No.	Sections	Document Description	Page No
(a)	Part I	General information and Instructions for the Bidders	3-4
(b)	Part II	Essential Details of Items Required	5
(c)	Part III	General Terms and Conditions	6-10
(d)	Part IV	Special Terms and Conditions	11-13
(e)	NBUF	Non-blacklist undertaking format	14

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 IV

Part I – General information and Instructions for the Bidders

Particulars	Sl. No	Terms and Conditions	Compliance Yes/No
Due Date	1	Bid should be submitted by due date and time through e-procurement portal of ECIL for Supply of items mentioned in Part II of RFQ.	
Manner of Submitting the Bid	2.1	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.	
	2.2	b) Bids are invited from indigenous & Foreign vendors.	
Method of Tender	3	<u>Two-Bid System</u> Bidder should submit Techno-commercial & 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 bid is found to be qualified. Any reference to price in TECHNO-COMMERCIAL BID will render the bid invalid and such bid shall be rejected summarily.	
Opening of Bid	4	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 10/4/2024 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.	

Pre-Bid Meeting	10	Pre-Bid meeting will not be conducted. Bidder should seek clarification through e-mail.	
Rejection of Bid	11	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.	
Evaluation and Acceptance Process	12.1	Evaluation of techno commercial bid shall be done by our tender evaluation Committee (TEC) and their decision are final.	
	12.2	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 I to Part IV. Any non- compliance may lead to rejection of the Bid.	
	12.3	Ranking of bids shall be done by considering Item Wise L-1 VALUE BASIS. For Indian Bidders: Among the bidders, bidder whose price (LANDED COST) is lowest (excluding GST) shall only be treated as lowest bidder. The decision of ECIL is final and binding on the bidders. For Foreign Bidders: Bid received in different currency will be converted to Indian Rupees. The TT selling rate for foreign currency exchange rate for conversion will be adopted as on date of Price bid opening. The following loading factors will be considered in the tender evaluation. For CIF quotes: CIF Value + Customs Duty based on HSN code+ Handling charges @1% at destination port to ECIL stores will be considered for determining the L-1 while making the comparative statement between Indigenous quote and Foreign quote. For Ex-works/FOB Quotes: Freight & Insurance @6% + Customs Duty extra based on HSN code+ Handling charges @1% at destination port to ECIL stores will be considered for determining the L-1 while making the comparative statement between Indigenous quote and Foreign quote.	
Price Bid format	13.0	The price bid format is as per the format given in the financial offer of the ECIL e-Procurement portal.	

Part II – ESSENTIAL DETAILS OF ITEM REQUIRED

Particulars	Sl. No.	Terms and Conditions	Compliance Yes/No
Scope of Work	1.1	SUPPLY OF FOLLOWING RESISTORS: 1. CHIP RESISTOR, 100E, ¼ W, ±5%, PART NO: CRCW1206101 J RT1 MAKE:VISHAY, Qty-340 Nos 2. CHIP RESISTOR, 1K, ¼ W, ±5% ,PART NO: CRCW1206102 J RT1 MAKE:VISHAY, Qty-425 Nos 3. CHIP RESISTOR, 1.2K, ¼ W, ±1%,PART NO: CRCW1206122 J RT1 MAKE:VISHAY, Qty-765 Nos 4. CHIP RESISTOR, 5.1K, ¼ W, ±5%,PART NO: CRCW1206512 J RT1 MAKE:VISHAY, Qty-340 Nos 5. CHIP RESISTOR, 10K, ¼ W, ±5%, PART NO: CRCW1206103 J RT1 MAKE:VISHAY, Qty-3315 Nos 6. CHIP RESISTOR, 12K, ¼ W, ±5%, PART NO: CRCW1206123 J RT1 MAKE:VISHAY, Qty- 255 Nos 7. CHIP RESISTOR, 20K, ¼ W, ±5%, PART NO: CRCW1206203 J RT1 MAKE:VISHAY, Qty- 340 Nos 8. CHIP RESISTOR, 47K, ¼ W, ±5%, PART NO: CRCW1206473 J RT1 MAKE:VISHAY, Qty-1020 Nos 9. CHIP RESISTOR, 100K, ¼ W, ±1 / 5%, PART NO: CRCW12061003 F RT1, MAKE:VISHAY, Qty-1700 Nos	
	1.2	COC shall be submitted along with the material.	
Delivery Period	2	Items shall be delivered within 8 weeks from the date of PO OR LOI whichever is earliest.	
Mode of Delivery	4	Indian Currency: By Road. For Quote other than Indian Currency: By Air. Details of the Freight- forwarder will be mentioned in the PO.	
Consignee Details	5	The items are to be addressed to Servo Systems Division (SSD), ECIL, Hyderabad - 500062.	

Part III - GENERAL TERMS AND CONDITIONS

The Bidder is required to give 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.

Particulars	Sl. No.	Terms and Conditions	Compliance (Yes/No)
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.	
Effective Date of the Purchase Order	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.	
Acknowledgement of Purchase Order	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.	
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.	
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.	
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.	
Arbitration	7.1	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.	
	7.2	The venue for Arbitration proceedings shall be at Hyderabad.	
	7.3	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.	

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.	
Non-disclosure of Contract Documents	9.1	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.	
	9.2	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..	
	9.3	ECIL reserves the right to initiate legal action as per prevailing law against the Bidder and/or claim damages for non-compliance	
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.	
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.	

Taxes & duties	12.1	a) 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. b) 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. c) 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.	
	12.2	For Indian Bidders- GST: a) 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. b) 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.	
Paying Authority	13	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: - Ink-signed copy of Commercial invoice / Seller's bill. - Certificate of Conformity (COC) - Guarantee / Warranty certificate. - 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.	
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. 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:- (i) Such default (ii) In the event of the contract being wholly determined the balance of the goods remaining to be delivered there under. 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.	

Force Majeure clause	16	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. 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. 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. 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. 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.	
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.	
Quality	18	The quality of the goods delivered according to the Contract shall correspond to the technical conditions and standards valid for the deliveries of the same goods for in Seller's country or specifications enumerated as per RFQ and shall also include therein modification to the goods suggested by the Buyer. Such modifications will be mutually agreed to as per amendments to the contract. The Seller confirms that the goods to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.	
Conditional Offer	19	No conditional offer will be accepted which is not in conformity with the specifications mentioned in the RFQ.	

Part 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 (Yes/No)
Terms of Price	1.1	For Indigenous vendors: Quotations should be submitted on for ECIL. (should include all charges towards packing, forwarding, freight, transit insurance and unloading etc.).	
	1.2	For foreign vendors: The prices quoted shall be firm and fixed for ExWorks/FoB, CIF-Hyderabad and inclusive of export air worthy packing.	
Payment Terms	2.1	For Indian Bidders: a. No advance payments will be made. b. 95% Payment within 60 days after receipt and acceptance of the material and balance 5% after completion of warranty period. c. Note to Indian Bidders: 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. d. ECIL is registered on TReDS platform with "ATreDS Ltd. (Invoicemart)". Desirous MSE Bidders / Vendors, who want to receive payments through TReDS platform, have to submit the invoice to ECIL along with all the necessary requirements as per PO and the payment terms. Upon receipt and acceptance of the supplied materials / completion of services and receipt of invoices with the mandated enclosures and after due certification of invoices with enclosures by commercial / material dept, Finance dept shall upload the invoices on the 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. 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.	
	2.2	For Foreign Bidders: a) No advance payments will be released. b) 95% payment thru Wire-transfer within 60 days from the date of Invoice and balance 5% will be paid after completion of warranty period in the case of Ex-Works Source. (In case of Ex-Works source 60 days is from the date of handing over the material to our freight forwarder. Proof of readiness of material is to be submitted along with invoice, packing slip & COC etc) (Or) c) 95% payment thru Wire-transfer within 60 days from the date of HAWB and balance 5% will be paid after completion of the warranty period in the case of CIP/CIF-HYD.	
	2.3	The bids offered non-compliance to our payment terms will be rejected.	
	3.0	The bidder should provide warranty for 12months from the date of receipt and acceptance of the material.	
Warranty			

Liquidated Damages	4.0	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 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.	
Repeat Order clause	5.0	ECIL reserves the rights to place repeat order with the same prices, terms and conditions on the supplier for an additional quantity upto 100% of the order quantity within a period of 12 months from the date of successful completion of the order. 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.	
Inspection Instructions	6.0	Material supplied will be inspected by ECIL QC at ECIL Premises and their decision in the matter will be considered final. Bidder should provide free replacement of Defective material rejected for quality issues/failing the specification during Inspection without any financial implication on the Buyer within mutually agreed period but not later than 30 days after receipt of Buyer's notice of the same. All associated costs are to be borne by the bidder for delivery of replacement material and collection of rejected material.	
Franking Clause	7.1	The following franking clause will form of the part of the Purchase Order placed on Successful Bidders: 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.	
	7.2	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.	
Packing and Marking Instructions	8.1	The Seller shall provide packing and preservation of the components 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.	
	8.2	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. Packing List: a) Buyer Details: e) Package No.: b) Seller Details: f) Part No.: c) Consignee Details: g) Nomenclature: d) Purchase Order No: h) Quantity contacted:	
	8.3	If necessary, each package shall be marked with warning inscriptions: ,TOP>, "Do not turn over", category of cargo, etc.	
	8.4	One copy of the packing list in English shall be inserted in each cargo package.	

NON-BLACKLIST UNDERTAKING FORMAT

Dt.

To,
Electronic Corporation of India limited
Servo Systems Division
ECIL (PO) Hyderabad-500062

Sub: Undertaking for not being blacklisted.

Tender Reference: _____

Dear Sir,

We confirm herewith that our company is not blacklisted, debarred or prosecuted by any central Government or state Government department/Government Organization/PSU for corrupt, fraudulent or any other unethical business Practices. We do not have any litigation pending with any of the Govt. Organizations.

Thanking You

Yours faithfully,

Name of Company:
Signed & Stamped on: