

Electronics Corporation of India Limited
(A Government of India enterprise)
Antenna Products & Satcom Division
Hyderabad – 500062 (Telangana) India
Telephone: + 91 40 2718 2372, 2718 2230, 2712 0017
E mail: apd_purchase@ecil.co.in


TENDER NO: ECIL: AP&SD: PUR: 14-5044

Date: 28-12-2016

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Cover page to the Tender Document

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|  | <p align="center">ELECTRONICS CORPORATION OF INDIA LIMITED (A Government of India Enterprises) Antenna Products & Satcom Division, ECIL (PO), Hyderabad – 500 062</p> |
|---|--|

| | | | | | |
|--|---|---|-------------------------|---------------------------------------|--|
| Name of Organization | | Electronics Corporation of India Limited, Hyderabad – 500 062 (Telangana) India | | | |
| Type of Organization | | Public Sector Undertaking | | | |
| Tender Ref. No: | | ECIL:AP&SD:PUR:14-5044 | | | |
| Tender Title: | | Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions & Voltage Variations Test System | | | |
| Product Category: | | Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions & Voltage Variations Test System | | | |
| Document Cost: | | Rs. 1000/- (Rupees One Thousand only) | | | |
| Tender Value: | | EMD: Rs.1,00,000/- | | Security Deposit: @10% of order value | |
| Tender type: | | Buy | | | |
| Location: | | Hyderabad, Telangana | | | |
| Request for quote date: | | | On or before due date | | |
| Last date for submission of bid: | | | 28.01.2017 at 14.00 Hrs | | |
| Opening date of part I | | | 30.01.2017 at 14.00 Hrs | | |
| Description of item: | | Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions & Voltage Variations Test System | | Quantity | |
| | | | | 1 Set | |
| Pre-Qualification: | | <u>As per specifications given in the tender</u> | | | |
| Tender Document: | | <u>View Tender Document</u> * | | | |
| Bid Document: | | <u>View Price Bid Document</u> * | | | |
| Technical Document: | | <u>View Technical Document</u> * | | | |
| Sector: | Electronics | | | | |
| State: | Telangana | | | | |
| For further Information contact: Sr.DGM, IMM, AP&SD,ECIL | | | | | |
| E-Mail: | apd_purchase@ecil.co.in | | | | |
| Phone: | +91 - 40 – 2718 2372 / 2718 2230 | | | | |

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Tender Document

1. Invitation to Tender:

Antenna Products & Satcom Division (AP&SD) ,Electronics Corporation of India Limited, invites
“Two part Bid” for as per details given below.

2. Important Dates

Due date for submission of Two Part Bids: 28-01-2017 up to 14-00 Hrs.

Techno- commercial bid (part 1) will be **opened on 30 -01-2017 at 14-00Hrs.** Interested vendors may be present with prior permission.

After evaluation of the techno commercial bids, qualified list of vendors will be finalized.

Price bid (part 2) of the qualified vendors will be opened at a later date, which will be communicated to the qualified vendors.

Pre-bid meeting will be held on 20.01.2017 at 10.00 Hrs at ECIL.

3. Manner and method of submission of offers:

All pages of the tender shall be numbered and typed on the letter head of the vendor and be duly signed and stamped by company’s authorized signatory. Hand written quotation will be summarily rejected. Corrections if any shall be duly authenticated with signature and seal of the company.

The quotation in prescribed form to this invitation shall be submitted in two parts and in different sealed envelopes super scribing tender number with due date.

Part-I (Technical Bid); It shall comprise of two sections namely technical section and commercial section and both sections shall be submitted along with tender fee and EMD in a single sealed envelope. **This bid shall not contain any price details.**

Part-II (Price Bid): It shall comprise of price details and shall be summated in a sealed separate envelope.

The above two sealed envelopes of Part-I & Part II shall be put in a single sealed envelope and submitted to the attention of Senior Deputy General Manager, IMM, AP&SD, ECIL Post, Hyderabad 500062, Telangana, India.

4. Cost of Tender Documents:

Tender fee of **Rs.1000/-** is to be remitted along with the techno commercial bid in the form of a crossed bank draft favoring Electronics Corporation of India Limited” from a nationalized bank payable at Hyderabad. The cost of tender document is non-refundable.

5. Earnest Money Deposit (EMD):

Earnest money deposit of Rs.1,00,000/- shall be submitted along with the techno-commercial bid in the form of demand draft favoring Electronics corporation of India limited or a Bank Guarantee valid for a period of six months drawn from a nationalized bank payable at Hyderabad. The EMD deposited by the unsuccessful bidders will be appropriated towards security deposit. The bids will not be considered in the absence of payment towards the cost of tender document and EMD.

6. Security Deposit (SD):

The successful bidder will be required to remit a security deposit equivalent to 10% of the purchase order value exclusive of taxes and duties etc. after adjusting the EMD amount already remitted. SD is to be remitted along with the order acceptance in the form of a crossed bank draft favoring Electronics Corporation of India limited or a Bank Guarantee from a nationalized bank payable at Hyderabad. The security deposit will be forfeited in the event of failure to execute the purchase order. The security deposit will be refunded without interest after the purchase order is successfully executed to the satisfaction of the purchaser.

7. Items tendered for:

| SL. NO | Item description |
|--------|---|
| 01 | Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions & Voltage Variations Test System |

Intending bidders who have not yet registered with ECIL are also requested to download “Suppliers Registration Form” from web [site www.ecil.co.in/tenders](http://www.ecil.co.in/tenders), fill it up and send the same along with the bids.

TENDER SUBMISSION FORMAT (PRICE BID DOCUMENT)

Tender No: ECIL/AP&SD/PUR/14-5044

Date: 28-12-2016

I Vendor Particulars:

| | |
|--|--|
| Name and address of the bidder | |
| Telephone, fax and e-mail | |
| Name and designation of the office representing vendor | |

II Item tendered for:

| Sl No | Item description | Qty | Rate | Value |
|--------------|---|--------------|-------------|--------------|
| 01 | Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions & Voltage Variations Test System | 1 set | | |

III Terms and Conditions.

| | | |
|-----|--|--|
| 1 | Terms of price | |
| 2 | Payment terms (Please refer general Terms and Conditions of this tenders) | |
| 3 | Rate of Excise Duty, Service, and any other Taxes and duties applicable (in case Vendor imports any item directly Customs duty exemption will not be provided by ECIL) Note: Vendor shall specifically mention applicability of all taxes and duties. In the absence of specific confirmation of Taxes and duties, the quotation is liable to be rejected. | |
| 4 | Tendered Items are required immediately. Vendors are requested to quote earliest possible delivery schedule. | |
| 5 | Standard warranty (minimum 3 years from the date of Installation) | |
| 6 | Estimated Packing & forwarding charges. | |
| 7 | Validity of quotation (minimum 120 days) | |
| 8 | DD No. & Date for Cost of Tender Documents | |
| 9 | DD No. & Date for EMD | |
| 10 | CST Registration No. | |
| 11 | TIN No. | |
| 12 | Income Tax PAN No. | |
| 13. | ISO – 9000 Certificate or any other Certification | |
| 14. | SSI / NSI Registration No., if applicable. | |
| 15. | Any other relevant information | |

NOTE: The Vendor shall submit offer in the above format only. Against each instructions mentioned below the vendor shall give a comment complied (✓) or Not complied (x)

Instructions:

- a) No column shall be left blank in the format.
- b) Incomplete counter offer and deviation from the Terms and Conditions will be summarily rejected.
- c) Photostat copies of quote / offer will not be accepted. Only originals received within the time limit will be accepted.
- d) The vendor shall submit the certificate of registration under micro, small and medium enterprises development Act, 2006, in case of applicability.
- e) The offer shall meet point wise compliance to all points of Tender document, wherever non-compliance is there, suitable explanation needs to be provided.
- f) Technical proposal need not be restricted to the user requirements as given above. Any additional features may be added in the proposal to make it a professional package.
- g) Technical proposal may be as detailed as possible with functional block diagram where ever applicable.
- h) Foreign vendors shall offer bids directly or through their Indian Partners / Representatives.

General Criteria for acceptance of Tenders:

- 1. **Technical Specification:** Vendor shall comply with the Technical specification given in the Technical Document. The commercial offer of the Vendor who satisfies the Technical requirement only will be opened -complied / not complied.
- 2. **Experience :** Vendor shall provide details with documentary evidence of the experience in supply of similar systems - complied / not complied.
- 3. **Warranty :** On-Site comprehensive warranty shall be provided for a period of 36 months from the date of acceptance at ECIL, Hyderabad.
- 4. **Foreign Vendors:** Shall have a Branch Office in India / Indian Partners / Representatives rendering support service – complied / not complied.
- 5. **Facilities :** Details of factory assembly and Testing facility shall be furnished. A committee of ECIL may visit to verify the facilities of the vendors for execution of Order if any .
- 6. **Service Centre :** Details of Service Centre location / Engineers working.
- 7. **Acceptance of Tenders :** No Tender will be accepted after due date. ECIL will not be responsible for postal / courier delay or lost in transit if any.

Note: Vendor shall provide documentary proof to prove his adherence to the qualifying criteria where ever necessary. Claims without support will not be considered.

GENERAL TERMS AND CONDITIONS

This Tender and any order resulting from this tender shall be governed by the following Terms and Conditions of the contract and the supplier quoting against this tender shall be deemed to have read and understood the same. In case counter terms and conditions of business have been offered by the supplier, ECIL shall not be deemed to be governed unless specific written acceptance thereof has been obtained from ECIL.

1. **Terms of Price** : Quotation shall be submitted on FOR Hyderabad or FOR destination basis including Transit insurance. In case of ex-works / Ex-Godown / FOR dispatching station the approximate packing, forwarding and freight shall be indicated by the suppliers. Hyderabad suppliers shall arrange free delivery at our Stores.
2. **Validity of Quote** : The quotation shall remain valid for a minimum period of 120 days from tender opening date.
3. **Performance Bank Guarantee** : Vendor shall submit a performance bank Guarantee for 10% of Purchase order value covering standard free warranty period of 3 years from the date of acceptance of goods by ECIL.
4. **Payment** : 80% payment within 60 days from the date of shipment against submission of invoice along with related documents. Balance 20% within 30 days against PBG for 10% of the Order value. on successful completion of Installation & Commissioning and training.
5. **Insurance** : The supplier shall ensure goods for all transit risks if the payment terms is FOR Hyderabad or FOR destination unless otherwise stated specifically by the supplier in their quotation. The supplier shall ensure goods for all risks till acceptance of goods by End User.
6. **Liquidated Damages** : Delivery date is the essence of the contract. In the event of any delay in supply beyond the agreed delivery schedule, liquidated damages will be recovered @ 0.5% for week of delay or part thereof subject to maximum of 10% of the value of the order.
7. **Force majeure** : If the execution of Purchase Order is delayed beyond the period stipulated in the Purchase Order as a result of out break of hostilities, declaration of any embargo or blockage or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God ,then ECIL may allow such additional time by extending the delivery period as justified by the circumstances of the case and its decision in this regard shall be final. Power failure will not be considered as a force majeure condition.
8. **Risk Purchase**: In case of failure to deliver the goods within the delivery date stipulated in the purchase order unless prior extension of delivery period is obtained, ECIL will be at liberty to-

- obtain such items as necessary from other source or cancel the order and in either case ECIL reserves the right to recover from the supplier the additional amount spent plus 10% to cover incidental expenses.

9. **Dispute resolution:** Any dispute arising out of purchase order or interpretation of any clause or terms and conditions hereof shall be settled through conciliation by both ECIL and the supplier, under the specific provision of arbitrational and conciliation act 1996. Only courts in Ranga Reddy district, state of Telangana, India have exclusive jurisdiction over this order.
10. **Right to reject:** The purchase reserves the right to reject any or all offers wholly or in part without assigning any reason.
11. **Short closure:** ECIL has the right to short close the tender even after evaluating the quotations without assigning any reason.
12. **Bank details:** The supplier shall give along with the quotation name of their banker, account number and also income tax permanent (PAN).
13. **Jurisdiction:** All disputes arising in connection with executing the purchase order will be subject to jurisdiction of the courts in Hyderabad and Secunderabad only.

Technical Specifications of AC/DC Voltage Dips, Interruptions and Variations Test System**SCOPE OF WORK:**

Supply, Installation, Testing and Commissioning of Voltage Dips, Short Interruptions and Voltage Variations Test System meeting IEC 61000-4-11 and IEC 61000-4-29 standards for the following specifications at ECIL, Hyderabad. The supplier must critically examine the detailed specification provided, comply with those and supply in accordance. The proposal shall be accompanied by a detailed compliance statement in the same order with substantial proof of evidence like product catalogues, technical drawing, references etc.,

1. Characteristics and performance of the test generator for AC Voltage Dips, Interruptions and Variations test system as per IEC 61000-4-11, 2004-03 second edition.

| Sl.No. | Parameter | Requirement |
|--------|--|--|
| 1. | Rated Output Voltage Range | Up to 250 V AC, 1 ϕ , 50 Hz \pm 1 Hz. |
| 2. | Output Voltage at no load | Shall meet the following test levels and durations. 0% during $\frac{1}{2}$ cycle, 0% during 1 cycle, 40% during 10 cycles, 70% during 25 cycles, 80% during 250 cycles, within \pm 5% of residual voltage value. |
| 3. | Voltage change with load at the output of the generator 100% output, 0 A to 16A 80% output, 0 A to 20A 70% output, 0 A to 23A 40% output, 0 A to 40A | < 5% of rated voltage < 5% of rated voltage < 5% of rated voltage < 5% of rated voltage |
| 4. | Output Current capability | 16A rms at rated voltage 20A at 80% of rated voltage for 5s 23A at 70% of rated voltage for 3s 40A at 40% of rated voltage for 3s |
| 5. | Peak inrush current capability (no requirement for voltage variation tests). | 500A for 200V to 240V mains. |
| 6. | Instantaneous peak overshoot/undershoot of the actual voltage, generator loaded with 100 Ω resistive load. | < 5% of rated voltage |
| 7. | Voltage rise and fall time, during abrupt change, generator loaded with 100 Ω resistive load. | Between 1 μ s and 5 μ s |
| 8. | Phase shifting | 0 $^{\circ}$ to 360 $^{\circ}$ |
| 9. | Phase relationship of voltage dips and interruptions with the power frequency | Less than \pm 10 $^{\circ}$ |
| 10. | Zero crossing control of the generators | \pm 10 $^{\circ}$ |

2. Characteristics and performance of the test generator for DC Voltage Dips, Short Interruptions and Voltage Variations test system as per IEC 61000-4-29, 2000-08 first edition.

| Sl.No | Parameter | Requirement |
|-------|--|---|
| 1. | Output Voltage Range | Up to 300V DC |
| 2. | Voltage dips, short interruptions and voltage variations | Voltage dips at 40% and 70% of set voltage for a duration 10 m sec, 30 m sec, 100 m sec, 300 m sec and 1sec. |
| | | Short Interruptions at 0% of set voltage for a duration 1 m sec, 3 m sec, 10 m sec, 30 m sec, 100 m sec, 300 m sec and 1 sec. |
| | | Voltage Variations at 80% and 120% of set voltage for a duration 100 m sec, 300 m sec, 1 sec, 3 sec and 10 sec. |
| 3. | Output Voltage variation with the load 0 to 10 A. | < 5% |
| 4. | Ripple Content | < 1 % of the output voltage |
| 5. | Rise and Fall time of the voltage change, generator loaded with 100 ohm resistive load. | Between 1 μ s and 50 μ s |
| 6. | Overshoot /undershoot of the output voltage, generator loaded with 100 ohm resistive load. | < 10% of change in voltage |
| 7. | Output current (steady state) | up to 10 A |
| 8. | Peak inrush current drive capability | 50 A at 24V output voltage, 100 A at 48V output voltage, 220 A at 110V output voltage, 600 A at 300V output voltage |

3. All the power supplies / generators shall be integrated to meet the above mentioned requirements of both the standards.
4. System shall be provided with all the controls to set test parameters of both standards. Display shall support to configure all the test levels and verification levels of the standards
5. 100 ohm low inductance resistor to connect across the O/P terminals to measure rise/fall time of the generators shall be quoted optionally.
6. Remote controlling of test generator along with controlling software shall be quoted optionally.
7. The system shall be supplied along with Calibration Certificates issued by NABL Accredited Lab or equivalent as per ISO/IEC 17025.

GENERAL REQUIREMENTS:

1. All the power Supplies shall be integrated to meet the above mentioned specifications of both the tests.
2. The equipment must comply with the specifications mentioned in the latest edition of the standards.
3. Supplier shall supply, install, commission the equipment at ECIL, Hyderabad.
4. Two sets of Hard Copies of Operation, Installation and Maintenance Manuals, Software Configuration, Programming and Troubleshooting manual in English and one set of soft copies shall be provided.
5. Three years comprehensive (parts & service) onsite warranty shall be provided for all items supplied under this tender from the date of completion of installation and commissioning. Warranty service shall be inclusive of all parts and services including taxes, duties and any other incidentals. If the warranty service entails taking the equipment to other place, the costs associated with such movements shall be borne by the supplier. The turn-around time for warranty service shall be less than five days for minor repairs & general service, less than fifteen days for major part replacements. In any case, the down time shall not exceed 60 days for items sent abroad for repairs. Warranty will be extended by the cumulative down time.
6. All firmware, drivers and application software supplied with the amplifier should be with perpetual license. Further free upgrades to the firmware and the application software shall be provided and loaded during the warranty period. The firmware, drivers and application software shall be compatible with Windows 7, 8.1 and 10 (32 bit and 64 bit).
7. Suppliers shall have established authorized repair/ service centers in India. In case of any failures, troubleshooting shall first be tried at site, followed by authorized repair centre in India. In case the warranty service entails taking the equipment outside India, consent shall be obtained from ECIL in writing.
8. The OEM shall provide ink-signed assurance on product support for a minimum period of Ten years.
9. The successful bidder shall submit ATP document for ECIL's approval. The ATP document shall include all the tender requirements and demonstrate the capability of the system for the complied specifications.
10. The dispatch clearance shall be issued by ECIL on submission of the results of AT conducted at OEM premises and calibration certificates before dispatch as per the ATP document. Dispatch clearance does not relieve supplier's responsibility to demonstrate proper operation at ECIL, Hyderabad.
11. Bidder shall have supplied at least one system with the same or better specifications during the past five years to Indian customers. The list of your customers in India using similar capacity systems shall be provided.
12. In case of Foreign Based OEM, only those having well established and authorized sales and service centers in India can bid. The local agency shall submit ink signed authorization letter, for bidding, sales and service support, issued by OEM.
13. Supplier shall provide Operation and Maintenance training for our Engineers, free of cost at ECIL, Hyderabad.
14. Bidder shall specify the country of manufacture for the equipment.
15. Utility requirements: Bidder(s) shall provide details of the utilities, like power requirements, etc required for the operation of the Amplifier. In case of any deviation from the Input power supply specifications, the bidder shall also provide necessary power adaptors/ accessory equipment for the use of quoted unit with existing electrical connections.

16. Technical catalogues giving detailed specifications, photographs, drawings, material's certificate etc., as applicable shall be made available along with quotation for technical evaluation of the Bid. **Deviations if any in the specifications shall be clearly mentioned and shall be supported along with technical literature.**
17. **Technical evaluation:** Technical evaluation based on documents provided in offer/ presentation discussions with Bidder(s)/ track record shall be carried out. ECIL shall exercise the option for physical inspection of installations in India of same make equipment with similar capacity during TEC evaluation.
18. The Bidder(s) shall quote for any other items including consumables, if any required for operation of the equipment. Prices should be quoted for each equipment /accessory separately. ECIL will have option to add or delete any of the equipment as per requirement.

TERMS AND CONDITIONS:

1. The intending bidders shall submit their bids in two parts, namely part (A) Techno-Commercial Bid and part (B) Price Bid, as under;
 - A. Techno-Commercial Bid – shall contain
 - i. Technical Details
 - ii. Un-priced bid with complete **itemized bill of materials**
 - iii. Point wise compliance statement on the tender technical specifications, General Requirements, Terms and conditions in the enclosed format
 - iv. Filled Checklist Format
 - v. Earnest money deposit either Demand Draft or Bank Guarantee
 - vi. Details of Similar orders executed in the last year
 - vii. Certificate of Country of Origin/ Manufacture
 - viii. Ink-signed Authorization letter from the OEM for **sales and service** support
 - B. Price Bid – shall contain price with complete Bill of Materials.
2. The bidder(s) shall submit offer in one common sealed cover containing two parts in separate sealed covers. First cover shall contain Technical Bid and Second cover shall contain Price Bid. Bids not received in sealed covers will be rejected.
3. Bids will not be considered, if received after due date and time. Bids shall reach on or before the due date and time specified. ECIL will not be responsible for late delivery for any reasons whatsoever and also due to wrong or improper address.
4. E-mail or Fax bids will be summarily rejected.
5. Request for extension of due date will generally not be considered. However, ECIL at its sole discretion, may extend due date, if required.
6. During technical evaluation, bidders shall visit ECIL, Hyderabad, if requested for techno-commercial discussions with a notice period of one week.
7. Bidders shall provide contact details and also name of the contact person with mobile/landline/Fax number and e-mail ID.
8. Clarifications on this tender, if any, sought well before the due date, if considered necessary and relevant will be provided as corrigendum to the tender.

9. Bidder(s) shall provide ink signed, point by point Technical Compliance Matrix specifying compliance supported by Technical Literature. Bidder(s) to furnish these documents along with the technical bid, failing which the technical bid would be invalid.
10. **I&C Charges:** Charges for Installation and Commissioning, if any, shall be quoted separately in the price bid.
11. **Freight** should be either by air or sea and CIP Hyderabad Basis and shall be specified separately. Duties, taxes & levies, freight and insurance, if charged additionally, shall be specified separately.
12. The offer shall be valid for a period of **120 days** from the date of tender due date.
13. The Bidder(s) shall submit year-wise cost quotation in a separate cover for Seven years of Annual Maintenance Contract from the date of expiry of warranty period for all the items supplied, in Indian Rupees. ECIL reserves the right at its option to place order for AMC at the conclusion of warranty period.
 - i. Provision of periodic software/ firmware upgrades, if any
 - ii. List of critical Spares that require replacement will be billed and shipped at extra cost, if required. However, cost breakup of critical spares, valid for AMC period, shall be submitted along with the bid. ECIL reserves the option of ordering critical spares prior to commencement of AMC.
14. The original technical bid along with compliance statement supported by product data sheets and test reports of similar equipment executed, shall be submitted. The detailed point to point compliance statement to be enclosed along with the quote. Offer is liable to be rejected if compliance statement is vague (replies like "Yes", "Meets"), unsubstantiated or incomplete. The technical compliance statement and supporting documents shall match with each other. The technical bid / compliance statement shall be signed by Original Equipment Manufacturer.
15. **Earnest Money Deposit:** EMD for an amount of Rs. 1,00,000 /- (Rupees Eighty Thousand only) in the form of **crossed Demand Draft or Bank Guarantee drawn on any Scheduled Bank in India** in favor of 'Electronics Corporation of India Limited, Hyderabad' payable at Hyderabad shall be submitted along with the technical bid. The tenders not accompanied by EMD will be summarily rejected. The EMD amount will be returned to the unsuccessful bidders after completion of selection process.
16. **Delivery Schedule:** Material is to be supplied within 4 months from the date of release of purchase order/establishment of LC.
17. **Payment Terms:** 80% payment within 60 days from the date of shipment against submission of invoice along with related documents. Balance 20% within 30 days against PBG for 10% of the Order value, on successful completion of Installation & Commissioning and training.
18. **PBG for 10%** of order value shall be submitted from any Bank, Branch of Indian Origin only, covering the warranty period of 36 months with a grace period of six months from the date of completion of I&C.
19. **Warranty:** On-Site comprehensive warranty shall be provided for a period of 36 months from the date of acceptance at ECIL, Hyderabad.
20. **Confidentiality and Non-Disclosure Agreement** shall be provided on Rs.100/- Non-Judicial Stamp Paper as per the format provided by ECIL and signed by successful bidder.
21. **Liquidated Damages / Penalty Clause:** In the event of any delay in supply beyond the stipulated delivery schedule, ECIL, at their option, LD will be recovered @ 0.5% per week on the value of undelivered goods, subject to a maximum of 10% of the total order value.

22. **Risk Purchase Clause:** In the event of any failure of the Supplier to comply with the purchase order terms, ECIL has right to cancel the order and proceed with an alternate source. In the event of proceeding with such an alternate source, the default Supplier shall be liable to bear the extra cost which may have incurred by ECIL.
23. **Order Cancellation Clause:** Purchase Order is liable to be cancelled if there is any non-compliance, false statements, dissatisfactory progress and quality related issues with respect to technical specifications and other requirements as called for in tender enquiry / purchase order.
24. Bidders should provide details of litigations if any with Govt. Organizations and Public Sector Undertakings during the past eight years.
25. **Arbitration Clause:** All disputes or differences whatsoever arising between two parties out of relating to the construction meaning and operation of effect of this contract or the breach of them shall be settled by arbitration in accordance with the rules of arbitration of the Indian Arbitration and Conciliation Act, 1996 through Indian Council of Alternate Dispute Resolution (ICADR) at Hyderabad.

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