



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**TENDER SCHEDULE**

**PUBLIC TENDER NOTIFICATION No. ECIL/ISG/PUR/PT/15-16/004 DTD 23.03.2016**

ECIL invites 2-part bids from competent, financially resourceful and reputed vendors for Supply to ECIL, Hyderabad & on-site warranty at Delhi, Mumbai, Kolkata, Chennai, Ahmadabad, Guwahati, Amritsar and Hyderabad of the following equipment's, **separately for each of the following 6 Sub Tenders against submission of corresponding Sub Tender Document Fees and EMD:**

**Sr. DGM (MMD), ISG, ECIL, Hyderabad**

<b>Sl. No.</b>	<b>Sub-tender No.</b>	<b>Package Brief Description</b>	<b>Approximate estimate value (Rs. lakhs)</b>	<b>Tender Fees (Rs.)</b>	<b>EMD (Rs. lakhs)</b>	<b>Last date for seeking clarifications , before 13.00 hrs on</b>	<b>Date of hosting of clarifications on web site</b>	<b>Due date for submission of bids up to 12.00 hrs on</b>	<b>Date of opening of techno commercial bids at 14.00 hrs on</b>
1	ECIL/ISG/PUR /PT/15-16/004/01/ ITHW	Supply and warranty support of Desktops, Laptop's, Tablet's, Printer's, Webcams and Microsoft Office software. (8X5 service support)	77.00	3000	1.60	02.04.2016	04.04.16	16.04.2016	16.04.2016
2	ECIL/ISG/PUR /PT/15/004/02/NWC	Supply and warranty support of Layer-2, Layer-3 Switches and Networking Hardware & Accessories.	76.00	3000	1.60	02.04.2016	04.04.16	16.04.2016	16.04.2016
3	ECIL/ISG/PUR /PT/15/004/03/SER	Supply and warranty support of Servers. (8X5 service support)	120.00	6000	2.40	02.04.2016	04.04.16	16.04.2016	16.04.2016

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

4	ECIL/ISG/PUR /PT/15/004/0 04/SCR&P	Supply and warranty support of Smart-card readers and Printers. (8X5 service support)	100.00	4000	2.00	02.04.2016	04.04.16	16.04.2016	16.04.2016
5	ECIL/ISG/PUR /PT/15/004/0 05/NSD	Supply and warranty support of Network Security Devices. (8X5 service support)	110.00	5000	2.00	02.04.2016	04.04.16	16.04.2016	16.04.2016
6	ECIL/ISG/PUR /PT/15/004/0 06/SW	Supply and warranty support of Software (8X5 service support)	650.00	25000	13.00	02.04.2016	04.04.16	16.04.2016	16.04.2016



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/001/ ITHW Dtd 23.03.2016

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
1	General Information	1.1. Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		1.2. ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of IT Hardware as per Bill of Quantities (BOQ) in Annexure-A.	-----	
		1.3. Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		Registration: 1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a> ) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.  1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.  1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.  1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS / nCode / eMudhra etc.), with their profile.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.  1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.		
		1.4 Preparation of Bid 1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids. 1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. 1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.	Complied	
		1.5 Bidder should log into the portal well in advance for bid submission for uploading the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. 1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. 1.5.2 Bidder has to select the payment option as "offline" to pay		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>1.5.3 The tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p>The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This</p>		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		acknowledgement may be used as an entry pass for any bid opening meetings.		
		<p>1.6 Assistance to Bidders</p> <p>1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender.</p> <p>1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.</p>		
		<p>1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a>) in the following manner:</p> <p>1.7.1. Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically as prescribed in the tender document.</p> <p>1.7.2 Documents shall be uploaded as below:</p> <p>1.7.2.1 Scanned copy of Tender Fee instrument in pdf format.</p> <p>1.7.2.2 Scanned copy of EMD instrument in pdf format.</p> <p>1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement portal. Any deviation to the bid templates will render the bid liable for rejection.</p> <p>1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.</p>		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>1.8 Bid Submission: Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees", (2) "EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date &amp; Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.</p>		
		<p>1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, &amp; Due Date of submission and Name of the Bidder.</p>		
		<p>1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.</p>		
		<p>1.11 If the bid complies with the term on Tender Document Fees, then only the cover super scribed as "EMD" will be opened. If EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender Document Fees will be forfeited.</p>		
		<p>1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the Bidders.</p>		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time of opening price bids at ISG, ECIL, Hyderabad. No extension of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in person or through email/fax/e-tendering portal within 3 days		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders. Bids for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		
		1.27 Approximate value of the sub tender is Rs. 77.00Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs. 3000/- (Rupees Three thousand only) should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained	Noted	
		1.33 Tenders should be submitted to: Technical Manager (Purchase) Instruments & Security Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571	Noted	
2	Techno Commercial Bid	2 Scope of the Sub-Tender: Scope comprises of supply and onsite warranty support	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
	– Part 1	for IT Hardware as per BOQ in Annexure-A.		
		2.1 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.2 A Bidder can tender one bid only.		
		2.3 A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.4 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.5 Detailed Technical Specifications cum Compliance Statements for the items of the BOQ are as per Annexure – A (AT1 to AT6).	Noted	
		2.6 Bidder should confirm the technical specifications supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.	Noted	
		2.7 Bidder should furnish Part No/ Model No, Make/Brand and	Complied	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		relevant technical literature.		
		2.8 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.9 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.10 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.10.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.10.2 Technical Specifications cum Compliance Statements as per Annexures AT1 to AT6 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.10.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	
		2.10.5 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms, conditions or riders, if indicated in the priced price bid format, will be ignored.	Complied	
		2.10.6 OEM's authorization certificate, if applicable, as per Annexure C3	Complied	
		2.10.7 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not	Noted	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.		
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member and such consortium agreement shall be submitted.	Complied	
		3.1.2 During the last 7 years preceding February 2016, Bidder should have the following experience in Supply and maintenance/technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (A) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 55.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR (B) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 35.00 lakhs, with corresponding successful execution certificates/ proof during the above period. OR (C) At least three Purchase Order/Tender Acceptance per year of value greater than Rs.30.00 lakhs, with corresponding successful execution certificates/ proof during the above period.	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		3.1.3 Bidder should have average annual turnover of not less than Rs. 25.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L account should be furnished. The Bidder's firm should be profit making for the last 3 years.	Complied	
		3.1.4 Bidder should have solvency for a minimum of Rs. 50.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the signatory of the certificate, Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.5 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  <i>'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.</i> (Italicized text should form content of the affidavit).		
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.	Complied	
		<b>Stage II evaluation –</b> Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.1 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.2 ECIL reserves the right to procure additional quantities at these prices and terms and conditions, within the above said period without any restriction on the minimum quantity per item / per order.		
7	Inspection	7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 30 days from the date of delivery. Bidder must undertake to assist ECIL during	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		inspection to be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.		
		7.2 If any equipment is rejected, Bidder should undertake to provide free replacement within 10 days from the date of email notice, with all associated costs borne by the Bidder for delivery of replacement equipment and collection of rejected equipment. ECIL will not be responsible for the rejected equipment not collected within 7 days of delivering replacement.	Agreed	
		7.3 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along with supplies.	Agreed	
		8.2 During warranty period, Bidder shall provide all software up gradations and improvements in features of equipment, free of cost, if any.	Agreed	
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-,per equipment for the equipment not	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		restored within the specified 2 days and will be recovered from any payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice.		
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9 The following documents shall be furnished:	Noted	
		9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in triplicate indicating Excise Duty/VAT/CST as applicable – all ink signed drawn in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Manuals, Test Reports, dispatch hold notice and Dispatch Clearance (if any), issued by ECIL.	Agreed	
		9.2 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.3 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10.1 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line entry, make, model of the equipment offered, applicable types and rates of taxes.	Complied	
		10.2 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.3 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		will only be considered for the purpose of evaluation.		
		10.4 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at ECIL.	Complied	
		10.5 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing	Agreed	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.		
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		13.6 <b>Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from time to time to cover intended obligations as demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.	Noted and agreed	
		14.3 In the event of Bidder's failure to discharge obligations on	Agreed	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.		
		14.4 If Bank Guarantee is not furnished within 10 days from the date of electronic transmission of Purchase Order, a penalty Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10,000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
		14.5 <b>Compliance to terms of payment is mandatory</b>		
15	Packing	15.1 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		15.2 Packing should withstand rough handling during transit.	Agreed	
		15.3 Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
16	Arbitration	16.1 Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.2 The venue for Arbitration proceedings shall be Hyderabad.		
		16.3 Parties shall share cost of arbitration proceedings equally.		
		16.4 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	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	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		within 10 days from the date of reporting, free of all charges.		
18	Rejections/ Replacements	Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of email notice.	Agreed	
19	Assignment	The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any third party either in whole or in part, except with prior written consent of ECIL.	Agreed	
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 1,60,000 (Rupees One lakh sixty thousand only) in the form of Demand Draft, drawn on any scheduled bank in favor of 'Electronics Corporation of India Limited' and payable at Hyderabad. Bank Guarantee in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.2 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.3 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to Bidders qualified techno commercially but unsuccessful on price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.	Noted	
		20.4 As part of Techno Commercial Bid, Bidder should furnish name of the Bank, Branch, Type of Account and Account No. for refund of EMD, if EMD is furnished through	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**

**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Demand Draft.		
		20.5 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		20.6 <b>Compliance to terms of payment is mandatory</b>		
22	Risk Purchase	22.1 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.	Agreed	
		22.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory. The decision of ECIL is final.	Agreed	
23	Confidentiality – cum Non Disclosure	23.1 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any third party, without the written consent of ECIL.	Agreed	
		23.2 Bidder should undertake and comply that highest standards of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.	Agreed	
		23.3 Bidder should not advertise or publicize or canvas or	Agreed	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance.		
24	Force Majeure	24.1 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 services rendered), 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 operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	
		24.2 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
25	Part 2: Price Bid	25.1 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format as per Annexure C2.	Complied	
		25.2 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		25.3 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE - C1**

**UN PRICED PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Type of Tax</b>	<b>Tax Rate ( %)</b>
1	Desktop (with 600 VA ups and Antivirus)		Nos	70		
2	Laptop		Nos	10		
3	Tablet		Nos	05		
4	Duplex Laser Printer		Nos	19		
5	Multi-function Laser(print/scan/copy		Nos	19		
6	Integrated Webcam		No's	26		
7	Microsoft Office		No's	80		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax by adding additional cloumns.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that '**Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate Rs. (In figures)</b>	<b>Unit Rate Rs. (In words)</b>	<b>Total value Rs. (In figures)</b>	<b>Total value Rs. (In words)</b>
1	Desktop (with 600VA ups and Antivirus)		Nos	70				
2	Laptop		Nos	10				
3	Tablet		Nos	05				
4	Duplex Laser Printer		Nos	19				
5	Multi-function Laser(print/scan/copy		Nos	19				
6	Integrated Webcam		No's	26				
7	Microsoft Office		No's	80				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the award of purchase order/contract or by the date mutually agreed to, whichever is later.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ .

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (45 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (45 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 45 months from the date herein.

5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (45 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (45 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment to be supplied under this Tender shall be brand new and is manufactured in the year 2015, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **42 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**(All the pages of the bid document should be Serially Numbered).**

**Annexure - A**

Sl.No.	Description of Material	Total Qty	Unit	Specification Reference
01	Desktop (with 600VA ups and Antivirus)	70	No's	Annexure- AT1
02	Laptop	10	No's	Annexure- AT2
03	Tablet	05	No's	Annexure- AT3
04	Duplex Laser Printer	19	No's	Annexure- AT4
05	Multi-function Laser(print/scan/copy)	19	No's	Annexure- AT5
06	Integrated Webcam	26	No's	Annexure- AT6
07	Microsoft Office (Home and Office Edition)	80	No's	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

**Annexure-AT1**

**1. Specifications for Desktop (with 600VA ups and Antivirus):**

Make: HP/DELL

<b>S. No.</b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Processor	Two Core, 64bit x86 Processor @ 3.2 GHz or more, 4MB L3 cache, or better specifications		
2	Motherboard & Chipset	OEM Motherboard		
3	Video	Integrated Graphic controller		
4	Network	Integrated 10/100/1000 Gigabit Ethernet controller		
5	Ports	1 HDMI port (Preferable), 2x USB 2.0 and 2 x USB 3.0 (Preferable) , 10 USB ports external, Front I/O includes (2 or more ) USB 2.0 ports Rear I/O includes (2 or more ) USB 3.0 ports, (2 or more) USB 2.0 ports, serial port, Parallel port, PS/2 mouse and keyboard ports, RJ-45 network interface, Display Port 1.1a and VGA video interfaces, and 3.5mm audio in/out jacks; 4 in 1 Media Card Reader (Preferable)		
6	HDD Controller	Integrated dual port SATA-II controller		
7	Memory	8GB (1333MHz) or higher expandable up to 32 GB or more		
8	Storage	500GB SATA II HDD 7200 RPM		
9	Optical Drive	DVD writer or higher		
10	Monitor	18.5" TFT or more (4:3 aspect ratio) LCD Monitor 1280 x 1024 resolution with 5 ms response time or better specifications, TCO 05 certified		
11	Keyboard	107 or more Keys Keyboard		
12	Mouse	USB Optical Scroll Mouse with anti-static mouse pad resolution of Optical 1000 cpi, Complying to CE and FCC norms		
13	Power Management and DMI	System with Power management features & Desktop Management Interface implementation		
14	System Chassis	Desktop with wired keyboard and wired mouse		
15	OS Support & Certification	Windows /7/8		
16	Preloaded Software	Above configuration preloaded <b>with Operating system with Hindi Language packs, Business productivity suit with Hindi Unicode fonts, Antivirus</b> with all necessary Plugins/ utilities and driver software including bundled in DVD Media. Antivirus licence for 3 years support and upgradation.		
17	Power input	100 -240V AC		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

**Specifications for 600VA UPS :**

<b>S. No.</b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Capacity	600 VA		
2	Input Range	160-270V (on full load)		
3	Output Voltage & Waveform	230 +/- 1% Pure Sine Wave		
4	I/P & O/P Power Factor	0.8 or higher power factor		
5	Mains & Battery	Sealed Maintenance Free Battery, Mains & Battery with necessary indicators, alarms and protection with proper battery storage stand		
6	I/P & O/P Freq	50 Hz +/- 10%, 50Hz +/- 0.1%;		
7	Crest Factor	min. 3:1		
8	Third Harmonic Distribution	< 3%		
9	Input Harmonic Level	< 10%		
10	Overall Efficiency	Min. 90% on Full Load;		
11	Noise Level	< 55 db;		
12	Backup	at least 60 minutes		
13	Certification	ISO 9001/9002		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

**Annexure-AT2**

**2. Specifications for Laptops:**

Make: HP/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1.	Processor	Intel Core i5 or higher or AMD equivalent		
2.	Speed	3.0 GHz or Higher		
3.	Cache	3 MB Cache or more		
4.	Mother Board	Original OEM manufactured		
5.	Memory	8 GB RAM (1066 MHz) or higher expandable upto 32GB		
6.	Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity		
7.	Display	14.0" or above Wide Screen Display		
8.	Resolution	1280 x 768 WXGA or higher		
9.	Video Graphics	Integrated HD Graphics		
10.	Web Camera	Integrated Web Camera		
11.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher		
12.	Optical Drive	Integrated 8X or higher DVD Writer		
13.	Sound System	Integrated Stereo Speaker		
14.	Keyboard	Standard Keyboard with Touchpad		
15.	Ports	Minimum 3 USB Ports 2.0 or higher, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports		
16.	Battery Backup	6 cell Li-ion battery with re-chargable pack for around 4 hrs.		
17.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance		
18.	Weight	Less than 3 kg		
19.	Carry Case	Good quality Carry Case		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

**Annexure-AT3**

**3. Specifications for Tablet's :**

Make: HP/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1.	Screen size(Inches)	8		
2.	Resolution	1200 X 800 pixels or better		
3.	Processor	1.33GHz quad-core		
4.	Processor make	Intel Atom		
5.	RAM	2GB or better		
6.	Internal storage	32GB		
7.	Expandable storage type	microSD		
8.	Expandable storage up to (GB)	128		
9.	Rear camera	5-megapixel or better		
10.	Front camera	2-MP or better		
11.	Operating System	Windows Phone 10 Pro		
12.	Wi-Fi	Yes		
13.	Wi-Fi standards supported	802.11 ac		
14.	Bluetooth	Yes, v 4.00		
15.	Headphones	3.5mm		
16.	SIM Type	Micro-SIM		
17.	GSM/ CDMA	GSM		
18.	3G	Yes		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

**Annexure-AT4**

**4. Specifications for Duplex LaserJet Printers Model: LaserJet Pro 400 Printer M401dne Make: HP or better (Make: HP/Canon/ Samsung):**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1.	Print speed, black	upto 35 ppm		
2.	Print resolution, black	1200 x 1200 dpi		
3.	Print technology	Laser		
4.	Display	2-line LCD (text and graphics)		
5.	Processor speed	800 MHz		
6.	Number of print cartridges	1 (black)		
7.	Monthly duty cycle	Up to 50,000 pages		
8.	Mobile Printing Capability	HP ePrint, Apple AirPrint™, Mopria-certified		
9.	Compatible operating systems	Full software installs supported on: Microsoft® Windows®7 32-bit and 64-bit, Windows Vista® 32-bit and 64-bit, Windows® XP 32-bit (SP2 or higher); Driver only installs supported on: Microsoft® Windows® Server 2008 32-bit and 64-bit, Windows® Server 2003 32-bit (SP3 or higher); Mac OS X v 10.5, v 10.6, v 10.7; Linpus Linux : 9.4, 9.5; Red Hat Enterprise Linux: 5.0, 6.0; OpenSuSE: 11.3, 11.4; Fedora: 14, 15; Ubuntu: 10.04, 10.10, 11.04; Debian: 5.0, 6.0 and HP-UX11i		
10.	Print languages, standard	HP PCL 5, HP PCL 6, HP postscript level 3 emulation, direct PDF (v 1.7) printing		
11.	Duplex printing (printing on both sides of paper)	Automatic (standard)		
12.	Print speed, black	upto 35 ppm		
13.	Media sizes, standard	A4 A5 A6 B5 (JIS), Paper (plain, Green mode, light, heavy, bond, color, letterhead,		
14.	Media sizes, custom	Multipurpose tray: 3 x 5 to 8.5 x14 in tray 2 and optional 500-sheet tray 3: 4.1 x 5.8 to 8.5 x 14 in		
15.	Ports	1 Hi-Speed USB 2.0; 1 Ethernet 10/100/1000T network		
16.	Network ready	built-in Gigabit Ethernet		
17.	Standard Accessories	USB cable HP 80A Black LaserJet Toner Cartridge (~2700 pages); Installation guide; Support flyer; Warranty guide; Power cord;		





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

		Documentation and software on CD-ROM		
18.	ENERGY STAR® Qualified	Yes		

**Annexure-AT5**

**5.Multi-Function (Print/Scan/Copy) Model: LaserJet Pro (Make: HP make :MFP M128fn Printer or better (Make: HP/Canon/ Samsung):**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
	<b><u>Printer Specifications:</u></b>			
1.	<b><u>Functions</u></b>	Print, copy, scan, fax with Multitasking supported		
2.	Print speed, black	upto 35 ppm		
3.	Print resolution, black	Up to 600 x 600 dpi		
4.	Print technology	Laser		
5.	Display	2-line LCD (text and graphics)		
6.	Monthly duty cycle	8000 pages or more		
7.	Mobile Printing Capability	HP ePrint, Apple AirPrint™		
8.	Memory, standard	128 MB		
9.	Print languages, standard	Host-based printing, PCL 5e		
10.	Compatible operating systems	Full software installs supported on: Microsoft® Windows®7 32-bit and 64-bit, Windows Vista® 32-bit and 64-bit, Windows® XP 32-bit (SP2 or higher); Driver only installs supported on: Microsoft® Windows® Server 2008 32-bit and 64-bit, Windows® Server 2003 32-bit (SP3 or higher); Mac OS X v 10.5, v 10.6, v 10.7; Linpus Linux : 9.4, 9.5; Red Hat Enterprise Linux: 5.0, 6.0; OpenSuSE: 11.3, 11.4; Fedora: 14, 15; Ubuntu: 10.04, 10.10, 11.04; Debian: 5.0, 6.0 and HP-UX11i		
<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
11.	Duplex printing (printing on both sides of paper)	Manual (driver support)		
12.	Media sizes, standard	A4, A5, B5-Japanese , envelopes (ISO DL, C5, B5, Com #10, Monarch #7 3/4),		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

13.	Media sizes, custom	76 x 127 to 216 x 356 mm		
	<b><u>Scanner Specifications:</u></b>			
14.	Scanner type	Flatbed, ADF		
15.	Scan resolution, optical	1200 dpi or more		
16.	Scan size	Maximum 216 x 297 mm (flatbed), 216 x 356 mm (ADF)		
17.	Scan speed	Up to 7 ppm (b&w), up to 5 ppm (color)		
18.	Supported file formats	PDF; TIF; BMP; GIF; JPG		
	<b><u>Copier Specifications:</u></b>			
19.	Copy speed (normal)	Up to 20 cpm		
20.	Copy resolution	copy resolution (black text): Up to 300 x 300 dpi Copy resolution (color text and graphics): Up to 400 x 600 dpi		
21.	Copy reduce / enlarge settings	25 to 400%		
	<b><u>Fax Specifications:</u></b>			
22.	Auto redial	Yes		
23.	Fax transmission speed	33.6 kbps		
24.	Fax resolution	Up to 300 x 300 dpi		
25.	ACCESSORIES	Preinstalled introductory HP LaserJet Black Cartridge (~700 pages) with Installation guide, Getting Started guide, User's Guide, Support flyer, Warranty guide, Printer software and documentation on CD, Power cord, USB cable, Phone cord .Software included: Windows: HP Installer/Uninstaller, HP PCLmS print driver, HP WIA Scan Driver, HP TWAIN Scan Driver, HP Scan, HP Fax Setup Wizard, HP Send Fax, Status Alerts, HP Update, DXP, Mac: HP Installer/Uninstaller, HP PCLmS driver, HP Scan, HP Setup Assistant, HP Fax Print Driver, HP Utility, HP Alerts, HP Firmware Update		
<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
26.	Fax delayed sending	Yes		
27.	<b><u>OTHER SPECIFICATIONS:</u></b>	Standard (built-in Ethernet)		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

	Network ready			
28.	ENERGY STAR® Qualified	Yes		

**Annexure-AT6**

**6.Integrated Webcam :**

Make: Logitech

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Pixel Resolution	5 mega pixel		
2	Max. Video resolution	1024X768		
3	interface	USB		
4	Bundled software	Pan, tilt, and zoom controls. Video and photo capture. Face tracking. Motion detection.		
5	Accessories	Universal clip fits laptops, LCD or CRT monitors		
6	Features	Built-in mic with noise reduction		
7	Supported Operating System	All leading Operating Systems such as Windows, Linux, Unix etc		

**END OF THE DOCUMENT**



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/002/ NWC Dtd 23.03.2016



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
1	General Information	1.1 Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		1.2 ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of Networking Components as per Bill of Quantity (BOQ) in Annexure-B.	-----	
		1.3 Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		Registration: 1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a> ) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.  1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.  1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.  1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>profile.</p> <p>1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.</p>		
		<p>1.4 Preparation of Bid</p> <p>1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.</p>	Complied	
		<p>1.5 Bidder should log into the portal well in advance for bid submission for uploading the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>document.</p> <p>1.5.2 Bidder has to select the payment option as "offline" to pay The tender fee / EMD as applicable and enter details of the instrument.</p> <p>1.5.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.		
		1.6 Assistance to Bidders 1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender. 1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.		
		1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a> ) in the following manner: 1.7.1. Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically as prescribed in the tender document. 1.7.2 Documents shall be uploaded as below: 1.7.2.1 Scanned copy of Tender Fee instrument in pdf format. 1.7.2.2 Scanned copy of EMD instrument in pdf format. 1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement portal. Any deviation to the bid templates will render the bid liable for rejection. 1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.		
		1.8 Bid Submission:		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees", (2)"EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date & Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.		
		1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, & Due Date of submission and Name of the Bidder.		
		1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.		
		1.11 If the bid complies with the term on Tender Document Fees, then only the cover super scribed as "EMD" will be opened. If EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender Document Fees will be forfeited.		
		1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		binding on the Bidders.		
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time of opening price bids at ISG, ECIL, Hyderabad. No extension of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		person or through email/fax/e-tendering portal within 3 days of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders. Bids for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		
		1.27 Approximate value of the sub tender is Rs. 76.00 Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs. 3000/- (Rupees Three thousand only) should be furnished through		



# **ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**

**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained	Noted	
		2.31 Tenders should be submitted to: Technical Manager (Purchase) Instruments & Security Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571	Noted	
2	Techno Commercial Bid	2.0 Scope of the Tender: Scope comprises of supply and onsite warranty support	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
	– Part 1	for Networking Components as per BOQ in Annexure-B.		
		2.11 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.12 A Bidder can tender one bid only.		
		2.13 A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.14 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.15 Detailed Technical Specifications cum Compliance Statements for the items of the BOQ are as per Annexure – B (BT1 to BT16).	Noted	
		2.16 Bidder should confirm the technical specifications supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.	Noted	
		2.17 Bidder should furnish Part No/ Model No, Make/Brand and	Complied	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		relevant technical literature.		
		2.18 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.19 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.20 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.20.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.20.2 Technical Specifications cum Compliance Statements as per Annexures BT1 to BT16 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.10.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	
		2.20.5 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms, conditions or riders, if indicated in the priced price bid format, will be ignored.	Complied	
		2.20.6 OEM's authorization certificate, if applicable, as per Annexure C3	Complied	
		2.20.7 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.		
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member.	Complied	
		3.1.8 During the last 7 years preceding February 2016, Bidder should have the following experience in Supply and maintenance/technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (a) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 55.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR (b) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 35.00 lakhs, with corresponding successful execution certificates/ proof during the above period. OR (c) At least three Purchase Order/Tender Acceptance per year of value greater than Rs.30.00 lakhs, with corresponding successful execution certificates/ proof during the above period.	Complied	
		3.1.2 Bidder should have average annual turnover of not less than Rs25.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		account should be furnished. The Bidder's firm should be profit making for the last 3 years.		
		3.1.3 Bidder should have solvency for a minimum of Rs. 50.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the authorized signatory, Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.4 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  <i>'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.</i> (Italicized text should form content of the affidavit).		
		3.1.5 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 5-year warranty and post warranty period of 5-years.	Complied	
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.		
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.		
		<b>Stage II evaluation</b> – Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.1 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.2 ECIL reserves the right to procure additional quantities at these prices and terms and conditions, within the above said period without any restriction on the minimum quantity per item / per order.		
7	Inspection	7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 30 days from the date of delivery. Bidder must undertake to assist ECIL during inspection to be carried out for the equipment at ECIL Hyderabad and	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		provide technical support, if called for. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.		
		7.2 If any equipment is rejected, Bidder should undertake to provide free replacement within 10 days from the date of email notice, with all associated costs borne by the Bidder for delivery of replacement equipment and collection of rejected equipment. ECIL will not be responsible for the rejected equipment not collected within 7 days of delivering replacement.	Agreed	
		7.3 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along with supplies.	Agreed	
		8.2 During warranty period, Bidder shall provide all software up gradations and improvements in features of equipment, free of cost, if any.	Agreed	
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-, per equipment for the equipment not restored within the specified 2 days and will be recovered from any	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice.		
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in indicating Excise Duty/VAT/CST as applicable – all ink signed in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Test Reports, dispatch hold notice and Dispatch Clearance (if any) by ECIL.	Noted	
		9.2 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.3 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10.1 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line entry, make, model of the equipment offered, applicable types and rates of taxes.	Complied	
		10.2 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.3 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less will only be considered for the purpose of evaluation.	Agreed	
		10.4 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at	Complied	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		ECIL.		
		10.5 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.	Agreed	
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		13.6 <b>Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from time to time to cover intended obligations as demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.	Noted and agreed	
		14.3 In the event of Bidder's failure to discharge obligations on performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.	Agreed	
		14.4 If Bank Guarantee is not furnished within 10 days from the date of electronic transmission of Purchase Order, a penalty		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
15	Packing	15.1 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		15.2 Packing should withstand rough handling during transit.	Agreed	
		15.3 Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
15	Arbitration	16.1 Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.2 The venue for Arbitration proceedings shall be Hyderabad.		
		16.3 Parties shall share cost of arbitration proceedings equally.		
		16.4 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	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.	Agreed	
18	Rejections/ Replacements	Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of email notice.	Agreed	
19	Assignment	The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		third party either in whole or in part, except with prior written consent of ECIL.		
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 1,60,000 (Rupees One lakh sixty thousand only) 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 in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.2 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.3 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to Bidders qualified techno commercially but unsuccessful on price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.	Noted	
		20.4 As part of Techno Commercial 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.	Complied	
		20.5 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		20.6 <b>Compliance to terms of payment is mandatory</b>		
21	Risk Purchase	21.1 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.		
		21.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory. The decision of ECIL is final.	Agreed	
22	Confidentiality – cum Non Disclosure	22.0 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any third party, without the written consent of ECIL.	Agreed	
		22.1 Bidder should undertake and comply that highest standards of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.	Agreed	
		22.2 Bidder should not advertise or publicize or canvas or claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance.	Agreed	
23	Force Majeure	23.0 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 services rendered), if the non-performance results from such force majeure circumstances as flood,	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		fire, earth quake and other acts of God as well as war, military operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.		
		23.1 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
24	Part 2: Price Bid	24.0 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format as per Annexure C2.	Complied	
		24.1 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		24.2 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE – C1**  
**UN PRICED PRICE BID FORMAT**

**PACKAGE – II (Standard Software Items)**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Type of Tax</b>	<b>Tax Rate ( %)</b>
01	8/12/24 port Switch		19	No's		
02	Office Router		19	No's		
03	CAT6 Cable(box of 305 Mtrs)		38	Boxes		
04	IO box		99	No's		
05	Patch Panel 24 Ports CAT6		38	No's		
06	RJ45 Connectors		500	No's		
07	12 Core Armoured SM OFC cable		9000	Mtrs		
08	24 port LIU (OFC Patch Panel)		36	No's		
09	SM OFC Duplex Patch Cords		72	No's		
10	SMF Pigtails with SC Connectors		690	No's		
11	6 core SMF adapter plates		144	No's		
12	Patch cords 1 mtr CAT6		612	No's		
13	Patch cords 2 mtr CAT6		104	No's		
14	Layer 3 Switch		09	No's		
15	19" 12U Wall mount rack		27	No's		
16	19" 42U rack		03	No's		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that '**Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICED PRICE BID FORMAT**

<b>PACKAGE – II (Standard Software Items)</b>							
Sl.No.	Description of Material	Total Qty	Unit	Unit Rate Rs. (In figures)	Unit Rate Rs. (In words)	Total value Rs. (In figures)	Total value Rs. (In words)
01	8/12/24 port Switch	19	No's				
02	Office Router	19	No's				
03	CAT6 Cable(box of 305 Mtrs)	38	Boxes				
04	IO box	99	No's				
05	Patch Panel 24 Ports CAT6	38	No's				
06	RJ45 Connectors	500	No's				
07	12 Core Armoured SM OFC cable	9000	Mtrs				
08	24 port LIU (OFC Patch Panel)	36	No's				
09	SM OFC Duplex Patch Cords	72	No's				
10	SMF Pigtails with SC Connectors	690	No's				
11	6 core SMF adapter plates	144	No's				
12	Patch cords 1 mtr CAT6	612	No's				
13	Patch cords 2 mtr CAT6	104	No's				
14	Layer 3 Switch	09	No's				
15	19" 12U Wall mount rack	27	No's				
16	19" 42U rack	03	No's				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- d) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- e) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- f) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ .

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (15 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (15 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 15 months from the date herein.

5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/01 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (15 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (15 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE**

**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment/items to be supplied under this Tender are latest, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **12 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**ANNEXURE C7**  
**COMPOSITION OF THE BID DOCUMENT**

Total bid document should be organized and submitted as under:

1. Tender Document fees Demand Draft in original
2. Envelope containing EMD DD/Bank Guarantee in original (This should contain separate EMD for each selected package)
3. Envelope containing Techno Commercial Bid in original
4. Envelope containing the Price Bid in original (This should contain separate Price Bid for each selected package)
5. All the above four envelopes sealed and super scribed individually should be put into a separate envelope duly sealed and super scribed.
6. Order of documents of Techno Commercial Bid referred at 3 above: The Techno Commercial Bid should be organized and complied with documents in the order of and as relevant to the tender terms in the order they appear in the tender document.

**(All the pages of the bid document should be Serially Numbered).**



**Annexure - B**

<b>PACKAGE – II (Network Components)</b>				
Sl.No.	Description of Material	Total Qty	Unit	Specification Reference
01	24 port Switch	19	No's	BT1
02	Office Router	19	No's	BT2
03	CAT6 Cable(box of 305 Mtrs)	38	Boxes	BT3
04	IO box	99	No's	BT4
05	Patch Panel 24 Ports CAT6	38	No's	BT5
06	RJ45 connectors	500	No's	BT6
07	12 Core Armoured SM OFC cable	9000	Mtrs	BT7
08	24 port LIU (OFC Patch Panel)	36	No's	BT8
09	SM OFC Duplex Patch Cords	72	No's	BT9
10	SMF Pigtails with SC Connectors	690	No's	BT10
11	6 core SMF adapter plates	144	No's	BT11
12	Patch cords 1 mtr CAT6	612	No's	BT12
13	Patch cords 2 mtr CAT6	104	No's	BT13
14	Layer 3 Switch	09	No's	BT14
15	19" 12U Wall mount rack	27	No's	BT15
16	19" 42U rack	03	No's	BT16



**Annexure-BT1**

**1. Specifications for 24 Port Switch:**

**Make: HP/CISCO**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Network Ports	Minimum 1 fiber uplink module is required with 24 *10/100/1000 ports.		
2	Standards Compliance	IEEE 802.3 10 Base-T Ethernet IEEE 802.3u 100BASE-TX Fast Ethernet IEEE/ANSI 802.3 Auto Negotiation IEEE 802.3x Full duplex Flow Control		
3	Data Transfer Rates	40 Mpps wire-speed forwarding rate		
4	Memory	Flash memory 32mb or more, memory DRAM 64 mb		
5	Max VLANS	64 or more		
6	Maximum Transmission unit(MTU)	9000 bytes		
7	Jumbo frames	9000 bytes		
8	Other Features	Auto Smartport,, Auto-negotiation, Dynamic Trunking Protocol, Link Aggregation Control Protocol (LACP), Trivial File Transfer Protocol (TFTP), Network Timing Protocol (NTP),SSH, Port-based ACLs, TACACS+ and RADIUS authentication, Bridge protocol data unit (BPDU), Rack mountable		
9	VLAN	IEEE 802.1Q VLAN Support – Port based V LANs.		



**Annexure-BT2**

**2. Specifications for Office Router:**

**Make: HP/CISCO**

<b><u>S. No.</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Should be chassis based & modular architecture for scalability and should be a high performance traffic forwarding upto 280 kpps		
2	Should have support for hardware based IPSEC and SSL		
3	Should have minimum of 512MB of RAM and 256 MB of Flash Memory		
4	Interface Requirements from day one		
5	3 x 1Gbps Base Ethernet interface		
6	2 x 2 Mbps V.35 serial interfaces		
7	Should support high performance traffic forwarding with concurrent features like Security, Voice enabled		
8	Shall support variety of interfaces like V.35 Sync Serial (64Kbps, 2 Mbps), 3G, Ethernet Interfaces –10/100/1000 Mbps, 802.3af, ISDN BRI,		
9	Shall have IP Services like GRE tunneling, ACLs, IPSEC VPNs, NAT services. Should support Zone based Firewall, IPS and content filtering in future		
10	Should support hardware based encryption / compression with IPSEC throughput of 10 Mbps and minimum 20 VPN tunnels		



**Annexure-BT3**

**3. Specifications for CAT6 4 pair cable UTP Cable:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Cable Category	Central X-shaped polymer spine maintaining 4 pairs separation, Category 6, CM rated, supplied in convenient 305 mtrs “Reel in a box”		
2	Conductors	23 AWG solid bare copper		
3	Characteristic Impedance	100Ω ±15%, 1-250Mhz		
4	Operating Temperature	-20°C to 75 °C		
5	Insulation	Flame Retardant Polyethylene		
6	Performance	should meet performance characteristics of Category 6 EIA/TIA 568-C.2		
7	ROHS Compliance	EU ROHS/ELV Compliant		
8	Application	Should support ultrahigh speed data networks such as Gigabit Ethernet (1000 Base-T and 1000 Base-TX) and beyond		
9	Test Reports	Should Submit OEM Test Reports as per TIA/EIA-568 Standards		
10	Proof of Conformance	Should Submit Proof of conformance to appropriate standards		



**Annexure-BT4**

**4. Specifications for IO box:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Outlet	PCB based, Unshielded Twisted Pair, Category 6, ANSI/TIA/EIA-568-B.2-10 and ANSI/TIA/EIA-568-C.2		
2	Wiring Pattern	wiring labels should meet T568B wiring pattern.		
3	Modular Jack	Modular jacks shall be unkeyed, 4-pair, RJ-45, with an integrated shield , should have integral hinged dust covers. Should meet 750 mating cycles		
4	Gangbox	Single Port Face Plate and back fixing plate		
5	Dimensions	shall fit in a .790" X .582" opening		
6	Outlet Formation	should have Integrated bend-limiting strain-relief cable entry and Cables shall enter the jack at 180° rear entry, The insulation displacement contacts shall be capable of terminating 23 AWG & 24AWG Copper Conductors		
7	Outside Diameter	should accept cables with a maximum Outer diameter of 9.00 mm		
8	Operating Temperature	-40° to 70°C		
9	Performance	should meet the ANSI/TIA/EIA-568-C.2-10, ISO/IEC 11801:2002/Amd 1:2008, IEEE 802.3an standards		
10	ROHS Compliant	ROHS/ELV Compliant		





**Annexure-BT5**

**5. Specifications for 24 Port Patch Panel (CAT6):**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Jack Panel	24-port straight UTP CAT 6 jack panel loaded with CAT 6 IOs		
2	Info Outlets	Info Outlets should meet the specifications given in the Annexure T10		
3	Flexibility	Should have flexibility to replace ports individually		
4	Dimensions	1U, 19" rack mountable		
5	labelling	Clear label covers should be available		
6	Performance	Should meet TIA and ISO Category 6/Class E component performance requirements		

**Annexure-BT6**

**6. Specifications for RJ45 Connectors:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Outlet	PCB based, Unshielded Twisted Pair, Category 6, ANSI/TIA/EIA-568-B.2-10 and ANSI/TIA/EIA-568-C.2		
2	Wiring Pattern	wiring labels should meet T568B wiring pattern.		
3	Modular Jack	Modular jacks shall be unkeyed, 4-pair, RJ-45, with an integrated shield , should have integral hinged dust covers. Should meet 750 mating cycles		
4	Dimensions	shall fit in a .790" X .582" opening		
5	Outlet Formation	should have Integrated bend-limiting strain-relief cable entry and Cables shall enter the jack at 180° rear entry, The insulation displacement contacts shall be capable of terminating 23 AWG & 24AWG Copper Conductors		
6	Outside Diameter	should accept cables with a maximum Outer diameter of 9.00 mm		



**Annexure-BT7**

**7. Specifications for 12 Core Armoured SM OFC cable:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Cable Type	12 core Single Mode, Armoured, Loose-tube, Gel filled		
2	Fibre Type	Single Mode, 9/125 micron primary coated buffers		
3	Armour	Corrugated Steel Tape Armour with 2 GI wire strength member		
4	Armour Thickness	≥ 0.15mm		
5	Cable Construction Type	BELLCORE GR 20 or equivalent/ IEC 794-1 or equivalent		
6	Sheath Material	HDPE or better		
7	Sheath Thickness	≥ 1.5mm		
8	Attenuation	≤ 0.35 db/KM for 1310nm, ≤ 0.25 db/KM for 1550nm		
9	Cut Off Wave length	<1260nm		
10	Mode Field Diameter	1310nm 9.3 ± 0.5µm		
11	Concentricity (um)	≤ 0.6		
12	NON-Circularity (%)	< 1		
13	Chromatic Dispersion	1310nm ≤ 3.5ps/nmxkm ; 1550nm ≤ 18ps/nmxkm		
14	Tensile Strength	1500 Newtons		
15	Crush Resistance	Minimum 1500 N/sq. cm		
16	Overall Outer Diameter	10mm ±0.5mm		
17	Compression	85N/mm or better		
18	Test Method	IEC 60794-1-2, Section 7 or equivalent		
19	Flex	25 cycles		
20	Test Method	IEC 60794-1-2, Section 10 or equivalent		
21	Impact	35 N-m		
22	Test Method	IEC 60794-1-2, Section 8 or equivalent		
23	Twist	10 cycles		
24	Test Method	IEC 60794-1-2, Section 11 or equivalent		
25	Water Penetration	24 Hours		
26	Test Method	IEC 60794-1-2, Section 24 or equivalent		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S. No.	Specification	Description of Requirement	Compliance	Remarks
27	Bend Radius	Minimum Installation Bend Radius: 10 times the Outer diameter		
28	Operating Temperature	-40 Degree C to +70 Degree C		
29	Standards	TIA/EIA-568-C, type OS1 / OS2; AS/ACIF S008;AS/NZS 3080, ITU-T REC G 652D		

**Annexure-BT8**

**8. Specifications for 24 port LIU(OFC Patch Panel):**

**Make: Molex or Tyco**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
1	LIU	High Density:1U: 24 Ports, with spring loaded shutter, V-shaped contacts that flex not fatigue when terminated, slidable front panel, fully loaded with splice trays, couplers, adapters and pigtails. Construction should have proper Locking.		
2	Pigtails	Should be supplied loaded with secondary coated SC pigtails, and compatible with SC snap-in adapter plates.		
3	Splice Trays	Durable and clear plastic tops for improved fiber visibility. Each splice tray includes clear plastic cover, end caps for fiber retention, and splice holders. Trays should be with hinges (book type).		
4	Couplers	SM, SC-Style, Duplex Couplers		
5	Ferrules	Pre-radiused Ceramic Ferrules		
6	labelling	Front and rear part labelling as well as panel identification label		
7	Front and Rear panels	Should be easy to access and removable. Panel should have labeling facility at couplers on front panel.		
8	Cable management	Integral cable management shelf ensuring bend radius compliance.		
9	Accessories	Fiber guides, radius controls & secure tie downs provided		
10	Dimensions	Should be 1U, 19" Rack mountable		
11	Included Hardware	cable clamp/mounting brackets, cable management spiders, saddles, fixing and mounting screws		
12	ROHS Compliance	EU ROHS/ELV Compliant		
13	Standards	TIA/EIA-568-C.2 , FCC Subpart F 68.5 compliant, IEC-603-7 Compliant, ISO 11801 Class E compliant, ETL Verified for Category 6 Component compliance & UL Listed		



**Annexure-BT9**

**9. Specifications for SM OFC Duplex Patch cords:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Assembly	LC Duplex to SC Duplex Fiber Optic Patch Cord, 9/125µm Single Mode, Non-Plenum, Non-Conductive, CM Rated		
2	Cable Sheath	Low Smoke Zero Halogen (LSZH)		
3	Cable Diameter	1.25mm		
4	Ferrule	Pre-radiused ceramic ferrules		
5	SC Connectors	SC type Single mode Duplex Connectors, 900µm tight-buffered fiber, 900 µm easy-strip, and should have easy identification with standard colors. Should Mate with standard couplers, adapters and adapter plates		
6	LC Connectors	LC type Single Mode Duplex Connectors, 900µm tight-buffered fiber, 900 µm easy-strip, and should have easy identification with standard colors. Should Mate with standard couplers, adapters and adapter plates		
7	Insertion Loss	typical 0.15 db		
8	Return Loss	> -60 db		
9	Temperature Range	-25 Deg. C +70 Deg. C		
10	Performance	Should meet TIA/EIA-568-C.3 standards		
11	Compliance	ROHS/ELV , IEC 61754-20 Compliant		
12	Test Reports	Should Submit OEM Test Reports as per TIA/EIA-455.171-A Standards		
13	Proof of Conformance	Should Submit Proof of conformance to appropriate standards		



**Annexure-BT10**

**10. Specifications for SMF Pigtails with SC connectors:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Assembly	SC , 9/125µm Micron Single Mode, Non-Plenum, Non-Conductive, CM Rated		
2	Cable Sheath	LSZH		
3	Cable Diameter	2.5 mm twin zip		
4	Connector	SC type Single mode Connector, 900µm tight-buffered fiber, 900 µm easy-stip, and should have easy identification with standard color. Should Mate with standard couplers, adapters and adapter plates		

**Annexure-BT11**

**11. Specifications for 6 core SMF adapter plates:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Assembly	SC , 6-port Duplex Couplers		



**Annexure-BT12**

**12. Specifications for Patch Cords 1 Mtr CAT6:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Cable Category	Unshielded Twisted Pair, 4-pair Category 6, Non-plenum (CM rated)		
2	Conductors	24 AWG stranded copper conductors		
3	Characterstic Impedance	100Ω ±15%, 1-250Mhz		
4	Norm O.D	5.9 mm		
5	Bend Radius	4 X O.D		
6	Connectors	should meet T568B Wiring		
7	RJ45 plug and Boot material	Clear Polycarbonate		
8	Insulation	Flame Retardant Polyethylene		
9	Performance	should meet ANSI/TIA-568-C.2, ISO/IEC11801;		
10	ROHS Compliance	EU ROHS/ELV Compliant		
11	Application	Should meet 10Gigabit, 1Gigabit, 100Mbps, 10Mbps ethernet standards		
12	Test Reports	Should Submit OEM Test Reports as per TIA/EIA-568 Standards		
13	Proof of Conformance	Should Submit Proof of conformance to appropriate standards		



**Annexure-BT13**

**13. Specifications for Patch Cords 2 Mtr CAT6:**

**Make: Molex or Tyco**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Cable Category	Unshielded Twisted Pair, 4-pair Category 6, Non-plenum (CM rated)		
2	Conductors	24 AWG stranded copper conductors		
3	Characterstic Impedance	100Ω ±15%, 1-250Mhz		
4	Connectors	should meet T568B Wiring		
5	Norm O.D	5.9 mm		
6	Bend Radius	4 X O.D		
7	Insulation	Flame Retardant Polyethylene		
8	RJ45 plug and Boot material	Clear Polycarbonate		
9	Performance	should meet ANSI/TIA-568-C.2, ISO/IEC11801;		
10	ROHS Compliance	EU ROHS/ELV Compliant		
11	Application	Should meet 10Gigabit, 1Gigabit, 100Mbps, 10Mbps ethernet standards		
12	Test Reports	Should Submit OEM Test Reports as per TIA/EIA-568 Standards		
13	Proof of Conformance	Should Submit Proof of conformance to appropriate standards		



**Annexure-BT14**

**14. Specifications for 24 port managed 10/100/1000 Mbps L3 Switch:**

**Make: HP or CISCO**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Type	Rack mountable		
2	Forwarding rate	95.2 Mbps		
3	Switching capacity	128 Gbps		
4	VLAN support	YES		
5	Technologies supported	10/100/1000 Mbps		
6	Redundancy	Redundant power supply support		
7	Port Trunking	support on all the ports and Full Duplex support on all the ports		
8	Multicasting support	YES		
9	SNMP	Manageable		
10	RMON support	YES		
11	Access Control	Shall be based on MAC address, source IP address, destination IP address, source port and destination port		
12	Port Requirements	24 x100/1000 Mbps SFP with 4x10/100/1000 Mbps Combo interfaces. 1 RJ45 serial console port.		
13	Standards confirming to	Ethernet : IEEE 802.3, 10BASE-T; Fast Ethernet : IEEE 802.3u, 100BASE-TX, 100BASE-FX		





**Annexure-BT15**

**15. Specifications for 19”, 12U Rack:**

**Make: Valrack/APW President**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Dimensions	External Dimensions Width: 600mm Depth: 600 mm, Internal dimensions: 19” width and 12U height		
2	Protection	Should meet Minimum IP 55 standards		
3	Enclosure Construction	Robust steel sheet construction made from 1.5mm to 1.6mm Thick steel sheet, folded and welded with protection channel around the door opening. 19” mounting angles with square hole suitable for M6 cage nuts.		
4	19” Mounting	L type 19” angles to be provided for mounting the equipments		
5	Doors	Front door: Glazed door with 2mm thick sheet steel frame and 3mm thick Single pane safety clear glass with hinges fitted on the right side. Rear door: 2mm thick sheet steel with hinges fitted on the right side.		
6	Lock System	Both front and rear doors include 2 or 3 point locking rod, recessed handle with security lock.		
7	Surface Finish	Cabinet has to be nano-ceramic/pure polyester powder coated with RAL 7035 after proper pre-treatment (preferably EC dip coat), with textured Pure Polyester (PP) thickness of 80 to 120 Microns.		
8	Burglar Protection	All removable parts of enclosure should be bolted from Inside to have burglar protection.		
9	Fan	2nos exhaust cooling fans to be provided along with air filters.		
10	Mounting	C Channel plinth of 3 mm thick sheet with 100mm height and minimum 4 grouting holes for grouting on one side and other side is to be fixed to the rack.		
11	Cable Entry	Gland plates to be provided at the bottom of the rack for cable entry with knockout holes 24nos suitable for PG13.5 glands, 16 nos suitable for PG21 glands and 2nos suitable for PG29 glands. PVC glands are to be supplied respective quantities. Material of glands: Polyamide 6 with neoprene seal		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
12	Cable Manager	2 nos. of open horizontal 1U cable manager with 5 nos. of PVC cable loops shall be provided.		
13	PDU	2 no. of 19" mountable 1U height power socket strip with 6 nos. of 5A / 15A universal pin sockets with 1.5M length mains power cord, On/Off switch with indication should be Provided		
14	Earthing	Earth rail to be assemble at rear side bottom of the rack made up of E – CU – 57 material with size of 15mm x 5mm (Cross section) and length minimum 300mm with minimum 10 connection points with M5 screws.		
15	Certifications	ISO 9001, 14001		

**Annexure-BT16**

**16. Specifications for 19", 42U Rack:**

**Make: Valrack/APW President**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
1	Dimensions	Minimum External Dimensions Width: >=800mm Depth: >=1000 mm with, external height must be >= 2000mm. Internal dimensions: with 19" usable width and minimum 42U usable height		
2	Enclosure Construction	Robust steel sheet construction made from minimum 1.5mm Thick steel sheet, folded and welded with protection channel around the door opening.		
3	19" Mounting	L type 19" mounting angles to be provided for mounting the equipments on front and rear side. 19" mounting angles with square hole suitable for M6 cage nuts/ captive nuts, space between square holes to match with 19" & 1U/2U/3U/4U equipments.		
4	Doors and side panels	Front door: Door with 2mm thick sheet steel frame and 3mm thick Single pane safety clear glass with hinges fitted on the right side. cutout for glass must be 460mm minimum width and 1500 mm minimum height. Rear door: Perforated 2mm thick sheet steel with hinges fitted on the right side. Front and Rear doors should have minimum of 130° opening angle. Side panel with minimum 1.5mm thick sheet steel on right and left side with screw fitting arrangement and provide document tray inside of the rear door.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
5	Surface Finish	Cabinet has to be pure polyester powder quoted with RAL 7035 after proper pre-treatment. Thickness of powder coating must be minimum 75 microns (with pretreatment)		
6	Fan and filters	Exhaust fans has to be provided along with air filters on side panles. Each side panel with two nos of fans and filters on top and two inlet filter at bottom.		
7	Gland plates for Cable Entry	Sheet steel, zinc plated Gland plates to be provided at the bottom of the rack for cable entry with knockout holes 24nos suitable for PG13.5 glands, 16 nos suitable for PG21 glands and 2nos suitable for PG29 glands. PVC glands are to be supplied respective quantities. Material of glands: Polyamide 6 with neoprene seal		
8	Cable Manager	Four numbers of open horizontal sheet steel 19" 1U panel with 5 nos of polyamide cable shunting rings .		
9	PDU	Four numbers 19" mountable 1U height power socket strip with 6 nos. of 5A / 15A universal pin sockets with 1.5M length mains power cord, On/Off switch with indication should be Provided for every socket (i.e 6Nos on/off switches are to be provided on one PDU)		
10	Earthing	Earth rail to be assembled at rear side bottom of the rack made up of E – CU – 57 materials		
11	lamp and limit switch	One 230V CFL lamp and one limit switch on front door and one limit switch on rear door to be provided with internal wiring between limit switch and CFL lamp.		
12	Blank panels	2 nos of Sheet steel powder coated 2U 19" blank panels and Sheet steel powder coated 1U 19" blank panels		
13	Punched sections with mounting flange for 19" 'L'angle.	Should provide 2 sets of sheet steel, zinc plated 17mmX73mm punched sections with mounting flange to accommodate 19" mounting angles.		
14	cable duct	Should provide 2 nos of 50mm widthX80mm depth X1600mm long hard PVC , flame resistant cable duct.		
15	Castors	4 castors including assembly parts. Atleast 2 casters must be steerable. All four castors must have lock to arrest rolling whenever required. Minimum load resistance of each castor must be 70Kgs.		
16	Drawings	Details drawings is to be submitted in DWG and pdf formats along with quotation		

**END OF THE DOCUMENT**



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/003/ SER Dtd 23.03.2016



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
1	General Information	1.1 Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		1.2 ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of Servers as per Bill of Quantities (BOQ) in Annexure-C.	-----	
		1.3 Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		Registration: 1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a> ) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.  1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.  1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.  1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>profile.</p> <p>1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.</p>		
		<p>1.4 Preparation of Bid</p> <p>1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.</p>	Complied	
		<p>1.5 Bidder should log into the site well in advance for bid submission for uploading the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>document.</p> <p>1.5.2 Bidder has to select the payment option as "offline" to pay The tender fee / EMD as applicable and enter details of the instrument.</p> <p>1.5.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.		
		<p>1.6 Assistance to Bidders</p> <p>1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender.</p> <p>1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.</p>		
		<p>1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a>) in the following manner:</p> <p>1.7.1. Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically as prescribed in the tender document.</p> <p>1.7.2 Documents shall be uploaded as below:</p> <p>1.7.2.1 Scanned copy of Tender Fee instrument in pdf format.</p> <p>1.7.2.2 Scanned copy of EMD instrument in pdf format.</p> <p>1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement portal. Any deviation to the bid templates will render the bid liable for rejection.</p> <p>1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-</p>		





<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.		
		<p>1.8 Bid Submission: Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees", (2)"EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date &amp; Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.</p>		
		1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, & Due Date of submission and Name of the Bidder.		
		1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.		
		1.11 If the bid complies with the term on Tender Document Fees, then only the cover super scribed as "EMD" will be opened. If EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		Document Fees will be forfeited.		
		1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the Bidders.		
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time of opening price bids at ISG, ECIL, Hyderabad. No extension of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in person or through email/fax/e-tendering portal within 3 days of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders. Bids for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		1.27 Approximate value of the sub tender is Rs. 120.00 Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs. 6000/- (Rupees Six thousand only) should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained	Noted	
		1.31 Tenders should be submitted to: Technical Manager (Purchase)	Noted	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Instruments & Security Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571		
2	Techno Commercial Bid – Part 1	2 Scope of the Tender: Scope comprises of supply and onsite warranty support for Servers as per BOQ in Annexure-C.	Noted	
		2.1 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.2 A Bidder can tender one bid only.		
		<b>2.3</b> A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.4 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.5 Detailed Technical Specifications cum Compliance Statements for the items of the BOQ are as per Annexure – C (CT1 to CT7).	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		2.6 Bidder should confirm the technical specifications supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.	Noted	
		2.7 Bidder should furnish Part No/ Model No, Make/Brand and relevant technical literature.	Complied	
		2.8 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.9 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.10 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.10.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.10.2 Technical Specifications cum Compliance Statements as per Annexures CT1 to CT7 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.10.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	
		2.10.4 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms, conditions or riders, if indicated in the priced price bid format, will be ignored.	Complied	
		2.10.5 OEM's authorization certificate, if applicable, as per	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Annexure C3		
		2.10.6 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.	Noted	
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member.		
		3.1.2 During the last 7 years preceding February 2016, Bidder should have the following experience in Supply and maintenance/technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (a) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 55.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR (b) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 35.00 lakhs, with corresponding successful execution certificates/ proof during the above period. OR (c) At least three Purchase Order/Tender Acceptance	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		per year of value greater than Rs.30.00 lakhs, with corresponding successful execution certificates/ proof during the above period.		
		3.1.2 Bidder should have average annual turnover of not less than Rs. 40.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L account should be furnished. The Bidder's firm should be profit making for the last 3 years.	Complied	
		3.1.3 Bidder should have solvency for a minimum of Rs. 75.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the authorized signatory, Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.4 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  <i>'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.</i> (Italicized text should form content of the affidavit).		
		3.1.5 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to	Complied	





# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		provide support for supply, I&C, Spares during 5-year warranty and post warranty period of 5-years.		
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.	Complied	
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.		
		<b>Stage II evaluation</b> – Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.0 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.1 ECIL reserves the right to procure additional quantities at these prices and terms and conditions, within the above said period without any restriction on the minimum quantity per item / per order.		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
7	Inspection	7.0 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 2 weeks from the date of delivery. If there is any delay in communicating the acceptance/dispatch advice beyond 2 weeks, delivery period shall be extended by equal no. of day of delay. Bidder must undertake to assist ECIL during Factory Acceptance Test to be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for, during Site Acceptance Test. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.	Agreed	
		7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 30 days from the date of delivery. Bidder must undertake to assist ECIL during inspection to be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.	Agreed	
		7.2 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along with supplies.	Agreed	
		8.2 During warranty period, Bidder shall provide all software up	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		gradations and improvements in features of equipment, free of cost, if any.		
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-, per equipment for the equipment not restored within the specified 2 days and will be recovered from any payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice..	Agreed	
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in indicating Excise Duty/VAT/CST as applicable – all ink signed favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Manuals, Test Reports approved by ECIL and Dispatch Clearance Dispatch Advice (if any), issued by ECIL.	Noted	
		9.2 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.3 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10.0 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		entry, make, model of the equipment offered, applicable types and rates of taxes.		
		10.1 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.2 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less will only be considered for the purpose of evaluation.	Agreed	
		10.3 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at ECIL.	Complied	
		10.4 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	



S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.	Agreed	
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		<b>13.6 Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from time to time to cover	Noted and agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		intended obligations as demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.		
		14.3 In the event of Bidder's failure to discharge obligations on performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.	Agreed	
		14.4 If Bank Guarantee is not furnished within 10 days from the date of electronic transmission of Purchase Order, a penalty Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
15	Packing	15.0 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		15.1 Packing should withstand rough handling during transit.	Agreed	
		15.2 Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
16	Arbitration	16.0 Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.1 The venue for Arbitration proceedings shall be Hyderabad.		
		16.2 Parties shall share cost of arbitration proceedings equally.		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		16.3 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	17.1 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.	Agreed	
18	Rejections/ Replacements	18.1 Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of email notice.	Agreed	
19	Assignment	18.1 The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any third party either in whole or in part, except with prior written consent of ECIL.	Agreed	
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 2,40,000 (Rupees Two lakh Forty thousand only) 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 in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.2 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.3 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to Bidders qualified techno commercially but unsuccessful on	Noted	


**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.		
		20.4 As part of Techno Commercial 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.	Complied	
		20.5 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		20.6 <b>Compliance to terms of payment is mandatory</b>		
21	Risk Purchase	21.1 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.	Agreed	
		21.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory. The decision of ECIL is final.	Agreed	
22	Confidentiality – cum Non Disclosure	22.1 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any third party, without the written consent of ECIL.	Agreed	
		22.2 Bidder should undertake and comply that highest standards	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.		
		22.3 Bidder should not advertise or publicize or canvas or claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance.	Agreed	
23	Force Majeure	23.1 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 services rendered), 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 operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	
		23.2 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
24	Part 2: Price Bid	24.1 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		as per Annexure C2.		
		24.2 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		24.3 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE - C1**  
**UN PRICED PRICE BID FORMAT**

**Package – III Servers & Softwares**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Type of Tax</b>	<b>Tax Rate (%)</b>
1	Server for CKGA		Nos	02		
2	Database Servers		Nos	03		
3	Blade Chassis		Nos	02		
4	Other Servers		Nos	08		
5	Windows server 2012 with 10 cal		Nos	24		
6	Windows server 2012 with 100 cal		Nos	29		
7	Antivirus Server Edition		Nos	15		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that '**Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate Rs. (In figures)</b>	<b>Unit Rate Rs. (In words)</b>	<b>Total value Rs. (In figures)</b>	<b>Total value Rs. (In words)</b>
1	Server for CKGA		Nos	02				
2	Database Servers		Nos	03				
3	Blade Chassiss		Nos	02				
4	Other Servers		Nos	08				
5	Windows server 2012 with 10 cal		Nos	24				
6	Windows server 2012 with 100 cal		Nos	29				
7	Antivirus Server Edition		Nos	15				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- g) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- h) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- i) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_.

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (15 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (45 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 45 months from the date herein.

5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (45 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (45 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE**

**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment to be supplied under this Tender shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **45 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**ANNEXURE C7**  
**COMPOSITION OF THE BID DOCUMENT**

Total bid document should be organized and submitted as under:

1. Tender Document fees Demand Draft in original
2. Envelope containing EMD DD/Bank Guarantee in original (This should contain separate EMD for each selected package)
3. Envelope containing Techno Commercial Bid in original
4. Envelope containing the Price Bid in original (This should contain separate Price Bid for each selected package)
5. All the above four envelopes sealed and super scribed individually should be put into a separate envelope duly sealed and super scribed.
6. Order of documents of Techno Commercial Bid referred at 3 above: The Techno Commercial Bid should be organized and complied with documents in the order of and as relevant to the tender terms in the order they appear in the tender document.

**(All the pages of the bid document should be Serially Numbered).**



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**Annexure - C**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Specification Reference</b>
1	Server for CKGA		Nos	02	CT1
2	Database Servers		Nos	03	CT2
3	Blade Chassis		Nos	02	CT3
4	Other Servers		Nos	08	CT4
5	Windows server 2012 with 10 cal		Nos	24	CT5
6	Windows server 2012 with 100 cal		Nos	29	CT6
7	Antivirus Server Edition		Nos	15	CT7



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**Annexure – CT1**

**1. Specifications for Server for CKGA**

Make: HP/IBM/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1.	Processor	Latest Generation x86-64 Processor with Minimum 1.86Ghz Clock Speed or above with minimum of 2 processor, each processor having 8 cores and 12MB Cache or more		
2.	Number of Processors	Offered Server should be configured with at least 2 Processors		
3.	Memory	Minimum 64 GB or equivalent RAM of highest frequency as applicable in the quoted model to be offered per processor. Memory should support ECC and memory mirroring upgradable up to 512 GB		
4.	PCI-Express Slots	Server Should Have Minimum 2 * PCI Express Slots / Mezzanine adapter slots		
5.	Network Interface Ports	The server should provide a minimum of 36Gb aggregate bandwidth per blade server (2 FC Ports and 2 copper ports with RJ45 )		
6.	Internal HDD	Minimum 2* 600GB Internal SAS SFF Hot Plug HDD Per Server (10k rpm or better)		
7.	DVD	Should support internally, externally or virtually on network		
8.	Power Supplies	Redundant Hot-Swappable Power Supplies Configured in N+1 Mode		
9.	Fans	Redundant Hot Swappable Fans		
10.	Warranty	Critical Components like CPU, Memory, HDD and PCI Slots should be covered		
11.	OS & Virtualization Infrastructure Support	Installed with OS MS Windows Server 2012, and support RHEL, SLES, OEL, Oracle Solaris, VMWare VSphere & Microsoft HyperV, MS SQL		
12.	I/O & Power Supply Redundancy	The supporting chassis should have redundant power supply. The server should have redundant I/O		
13.	Form Factor	Desktop		



**Annexure –CT2**

**2. Specifications for Database Server**

Make: HP/IBM/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Processor	Latest Generation x86-64 Bit Minimum 8-Core Processor with Minimum 1.86Ghz Clock Speed and 12MB Cache or more		
2	Number of Processors	Offered Server should be configured with 4 (Four) Processors		
3	Memory	At least 128 GB Memory Per Server		
4	Memory Scalability	Memory Should be Scalable up to 1TB		
5	Interface Port	Blade server should support Ethernet and fiber channel connectivity OR Converged Network Adapters in lieu of the same. The Converged Network Adapters should aggregate both the Ethernet and FC connectivity on a single fabric		
6	Network Interface Ports	The server should provide a minimum of 36Gb aggregate bandwidth per blade server		
7	Internal RAID	Internal RAID Controller should be able to do RAID 1,0		
8	Internal HDD	Minimum 2 * 600GB Internal SAS Hot Swap HDD (10k rpm or higher)		
9	Warranty	Critical Components like CPU, Memory, SSD / HDD & PCI Slots (Preferable) should be covered		
10	OS & Virtualization Infrastructure Support	Should support the following - MS Windows, RHEL, SLES, Oracle Solaris (Preferable), VMWare Vsphere & Microsoft HyperV		
11	I/O & Power Supply Redundancy	The supporting chassis should have redundant power supply. The server should have redundant I/O		
12	Form Factor	Full Blade		



**Annexure –CT3**

**3. Specifications for Blade Chassiss**

Make: HP/IBM/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Blade Chassis	Solution to house the required number of blade servers in smallest number of enclosure		
		Same enclosure should support Intel Xeon, AMD Opteron or RISC/EPIC blades. Enclosure should also support Unix, Linux and Windows Operating environment.		
		Should have Hot Pluggable & Redundant Management Modules.		
		Should provide a highly reliable and high performance redundant mid-plane/back-plane design in the blade enclosure. Should provide detailed technical information.		
		Should be able to accommodate the blade servers mentioned in the sections below in the proposed blade enclosures.		
		Support simultaneous remote access for different servers in the enclosure.		
2	LAN Interconnect	Two or Four network ports from each of the servers in the enclosure should be available on 10 Gigabit LAN switch / Link Aggregation Module / Pass-through to connect to external network devices..		
3	Fibre Channel Interconnects	Redundant 8GB Fibre Channel Pass thru Interconnect modules to direct HBA cards to SAN Switch/Storage.		
4	MAC Address & WWN Management	Blade Enclosure should preferably support management & deployment of MAC Addresses of NIC Adapters and WWN No of FC adapters at the chassis level so that replacement of a server blade does not involve Network & SAN configuration effort at the blade level		
5	Power Supply	The enclosure should be populated fully with power supplies of the highest capacity & energy efficiency available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1. Guaranteeing complete availability even on failure of any 2 power supplies across the enclosure		
6	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics		





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7	Redundancy	The Midplane/Backplane, all interconnect switches the power bus running across the chassis should be in redundant configuration		
8	System Software	Management/controlling software have to be from the same OEM		
9	Remote Management	Must provide a remote management functionality to operate the server in both in-band and out-of-band. Must be part of the server without the need to install any additional hardware or software		
		Must have a Real-time Virtual KVM functionality and be able to perform a remote Power sequence. Must provide both Java & Java-free browsing options.		
10	Power Management	Must be able to show the actual power usage and actual thermal measurement data of the servers.		
11	Interfacing	Bidder to Supply Monitor, Keyboard, Mouse and interfacing cable to connect and access for KVM functionality with the blade Chassis.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**Annexure –CT4**

**1. Specifications for Other Servers**

Make: HP/IBM/DELL

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
	Processor	Latest Generation x86-64 Processor with Minimum 1.86Ghz Clock Speed or above with minimum of 2 processor, each processor having 8 cores and 12MB Cache or more		
	Number of Processors	Offered Server should be configured with at least 2 Processors		
	Memory	Minimum 64 GB or equivalent RAM of highest frequency as applicable in the quoted model to be offered per processor. Memory should support ECC and memory mirroring upgradable up to 512 GB		
	PCI-Express Slots	Server Should Have Minimum 2 * PCI Express Slots / Mezzanine adapter slots		
	Network Interface Ports	The server should provide a minimum of 36Gb aggregate bandwidth per blade server		
	Internal HDD	Minimum 2* 600GB Internal SAS SFF Hot Plug HDD Per Server (10k rpm or better)		
	DVD	Should support internally, externally or virtually on network		
	Power Supplies	Redundant Hot-Swappable Power Supplies Configured in N+1 Mode		
	Fans	Redundant Hot Swappable Fans		
	Warranty	Critical Components like CPU, Memory, HDD and PCI Slots should be covered		
	OS & Virtualization Infrastructure Support	MS Windows, RHEL, SLES, OEL, Oracle Solaris, VMWare VSphere & Microsoft HyperV		
	I/O & Power Supply Redundancy	The supporting chassis should have redundant power supply. The server should have redundant I/O		
	Form Factor	Half Width		



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/004/ SR&P Dtd 23.03.2016



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
1	General Information	1.1 Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		1.2 ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of Smart Card Readers and Printers as per Bill of Quantities (BOQ) in Annexure-D.	-----	
		1.3 Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		Registration: 1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a> ) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.  1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.  1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.  1.3.4 Upon enrolment, the bidders will be required to		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.</p>		
		<p>1.4 Preparation of Bid</p> <p>1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.</p>	Complied	
		<p>1.5 Bidder should log into the site well in advance for bid submission for uploading the bid in time i.e. on</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</p> <p>1.5.2 Bidder has to select the payment option as "offline" to pay The tender fee / EMD as applicable and enter details of the instrument.</p> <p>1.5.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p>The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>		
		<p>1.6 Assistance to Bidders</p> <p>1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender.</p> <p>1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.</p>		
		<p>1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a>) in the following manner:</p> <p>1.7.1. Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically as prescribed in the tender document.</p> <p>1.7.2 Documents shall be uploaded as below:</p> <p>1.7.2.1 Scanned copy of Tender Fee instrument in pdf format.</p> <p>1.7.2.2 Scanned copy of EMD instrument in pdf format.</p> <p>1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		portal. Any deviation to the bid templates will render the bid liable for rejection. 1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.		
		1.8 Bid Submission: Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees", (2) "EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date & Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.		
		1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, & Due Date of submission and Name of the Bidder.		
		1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.		
		1.11 If the bid complies with the term on Tender Document Fees,		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		then only the cover super scribed as "EMD" will be opened. If EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender Document Fees will be forfeited.		
		1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the Bidders.		
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		of opening price bids at ISG, ECIL, Hyderabad. No extension of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in person or through email/fax/e-tendering portal within 3 days of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder.		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		The decision of ECIL is final and binding on the Bidders. Bids for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		
		1.27 Approximate value of the sub tender is Rs. 100.00 Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs.4000/- (Rupees Four Thousand only) should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in	Noted	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained.		
		1.33 Tenders should be submitted to: Technical Manager (Purchase) Instruments & Security Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571	Noted	
2	Techno Commercial Bid – Part 1	2.0 Scope of the Tender: Scope comprises of supply and onsite warranty support for Smart Card Readers and Printers as per BOQ in Annexure-D.	Noted	
		2.1 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.2 A Bidder can tender one bid only.		
		<b>2.3</b> A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.4 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.5 Detailed Technical Specifications cum Compliance Statements for the items of the BOQ are as per Annexure – D (DT1 to DT2).	Noted	
		2.6 Bidder should confirm the technical specifications supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.	Noted	
		2.7 Bidder should furnish Part No/ Model No, Make/Brand and relevant technical literature.	Complied	
		2.8 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.9 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.10 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.10.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.10.2 Technical Specifications cum Compliance Statements as per Annexures CT1 to CT2 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.10.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		2.10.4 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms, conditions or riders, if indicated in the priced price bid format, will be ignored.	Complied	
		2.10.5 OEM's authorization certificate, if applicable, as per Annexure C3	Complied	
		2.10.6 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.	Noted	
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member.	Complied	
		3.1.2 During the last 7 years preceding February 2016, Bidder should have the following experience in Supply and maintenance/technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (a) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 55.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR	Complied	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		(b) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 35.00 lakhs, with corresponding successful execution certificates/ proof during the above period. OR (c) At least three Purchase Order/Tender Acceptance per year of value greater than Rs.30.00 lakhs, with corresponding successful execution certificates/ proof during the above period.		
		3.1.3 Bidder should have average annual turnover of not less than Rs.30.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L account should be furnished. The Bidder's firm should be profit making for the last 3 years.	Complied	
		3.1.4 Bidder should have solvency for a minimum of Rs. 70.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the authorized signatory, Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.5 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree		



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		<i>that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.</i> (Italicized text should form content of the affidavit).		
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.	Complied	
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.	Complied	
		<b>Stage II evaluation</b> – Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	4.1 Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.1 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.2 ECIL reserves the right to procure additional quantities at		





<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		these prices and terms and conditions, within the above said period without any restriction on the minimum quantity per item / per order.		
7	Inspection	7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated within 2 weeks from the date of delivery. If there is any delay in communicating the acceptance/dispatch advice beyond 2 weeks, delivery period shall be extended by equal no. of day of delay. Bidder must undertake to assist ECIL during Factory Acceptance Test to be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for, during Site Acceptance Test. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.	Agreed	
		7.2 If any equipment is rejected, Bidder should undertake to provide free replacement within 10 days from the date of email notice, with all associated costs borne by the Bidder for delivery of replacement equipment and collection of rejected equipment. ECIL will not be responsible for the rejected equipment not collected within 7 days of delivering replacement.	Agreed	
		7.3 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along	Agreed	



# **ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**

**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		with supplies.		
		8.2 During warranty period, Bidder shall provide all software up gradations and improvements in features of equipment, free of cost, if any.	Agreed	
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-,per equipment for the equipment not restored within the specified 2 days and will be recovered from any payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice.	Agreed	
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in indicating Excise Duty/VAT/CST as applicable – all ink signed in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Test Reports approved by ECIL and Dispatch Clearance and Dispatch (if any), issued by ECIL.	Noted	
		9.2 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.3 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line entry,	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		make, model of the equipment offered, applicable types and rates of taxes.		
		10.2 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.3 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less will only be considered for the purpose of evaluation.	Agreed	
		10.4 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at ECIL.	Complied	
		10.5 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	



S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.	Agreed	
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		<b>13.6 Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from	Noted and agreed	


**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		time to time to cover intended obligations as demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.		
		14.3 In the event of Bidder's failure to discharge obligations on performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.	Agreed	
		14.4 If Bank Guarantee is not furnished within 10 days from the date of electronic transmission of Purchase Order, a penalty Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
15	Packing	15 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		Packing should withstand rough handling during transit.	Agreed	
		Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
16	Arbitration	<b>16</b> Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.1 The venue for Arbitration proceedings shall be Hyderabad.		
		16.2 Parties shall share cost of arbitration proceedings equally.		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		16.3 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	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.	Agreed	
18	Rejections/ Replacements	Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of email notice.	Agreed	
19	Assignment	The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any third party either in whole or in part, except with prior written consent of ECIL.	Agreed	
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs.2,00,000 (Rupees Two lakh only) in the form of Demand Draft, drawn on any scheduled bank in favor of 'Electronics Corporation of India Limited' and payable at Hyderabad. Bank Guarantee in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.2 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.3 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Bidders qualified techno commercially but unsuccessful on price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.		
		20.4 As part of Techno Commercial 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.	Complied	
		20.5 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		20.6 <b>Compliance to terms of payment is mandatory</b>		
21	Risk Purchase	21.1 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.	Agreed	
		21.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory. The decision of ECIL is final.	Agreed	
22	Confidentiality – cum Non Disclosure	22.0 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		third party, without the written consent of ECIL.		
		22.1 Bidder should undertake and comply that highest standards of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.	Agreed	
		22.2 Bidder should not advertise or publicize or canvas or claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance.	Agreed	
23	Force Majeure	23.0 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 services rendered), 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 operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	
		23.1 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
24	Part 2: Price Bid	24.0 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive	Complied	





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format as per Annexure C2.		
		24.1 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		24.2 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE - C1**

**UN PRICED PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Type of Tax</b>	<b>Rate (%) of Tax</b>
1	Smart Card Reader - Contact		Nos	46		
2	Smart Card Personalisation Printer with Lamination Module		Nos	26		
3	One time charges for Hologram Personalization		lot	1		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that '**Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate Rs. (In figures)</b>	<b>Unit Rate Rs. (In words)</b>	<b>Total value Rs. (In figures)</b>	<b>Total value Rs. (In words)</b>
1	Smart Card Reader – Contact		Nos	46				
2	Smart Card Personalisation Printer with Lamination Module		Nos	26				
3	One time charges for Hologram Personalization		lot	1				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- j) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- k) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- l) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ .

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.
4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (15 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (45 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 45 months from the date herein.
5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (45 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (45 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE**

**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment to be supplied under this Tender shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **45 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**ANNEXURE C7**  
**COMPOSITION OF THE BID DOCUMENT**

Total bid document should be organized and submitted as under:

7. Tender Document fees Demand Draft in original
8. Envelope containing EMD DD/Bank Guarantee in original (This should contain separate EMD for each selected package)
9. Envelope containing Techno Commercial Bid in original
10. Envelope containing the Price Bid in original (This should contain separate Price Bid for each selected package)
11. All the above four envelopes sealed and super scribed individually should be put into a separate envelope duly sealed and super scribed.
12. Order of documents of Techno Commercial Bid referred at 3 above: The Techno Commercial Bid should be organized and complied with documents in the order of and as relevant to the tender terms in the order they appear in the tender document.

**(All the pages of the bid document should be Serially Numbered).**



**Annexure - D**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Specification Reference</b>
1	Smart card Reader – contact		Nos	46	Annexure- DT1
2	Smart card Personalization Printer with Lamination Module		Nos	26	Annexure- DT2
3	One time charges for Hologram Personalization		lot	1	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**Annexure –DT1**

**1. Specifications for Smart card Reader – contact**

Make: HID (OMNI KEY 3021)

<b><u>S. No.</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	USB (Universal Serial Bus) interface with PC		
2	ISO 7816 compliance Interface		
3	PC/SC Driver and CT-API Driver Support		
4	Support for Windows XP/2000/2003/Vista with upgradeability with future versions		
5	USB (Universal Serial Bus) interface with PC		

**Annexure-DT2**

**2. Specifications for Smart Card Personalisation Printer with Lamination Module**

Make: HID (FARGO HDP 5000)

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1	Type	Resin Thermal Transfer/Re- Transfer Dye Sublimation or better		
2	Interface	USB 2.0, Ethernet 10 base-T/100 base-TX, should be flexible in interfacing with any good instant issuance solution		
3	Capabilities	Encoding, lamination and personalization. Should be capable of printing color photograph on a PVC/PET make cards. Capable of performing multiple application personalization.		
4	Colors	16.7 million color / 256 shades per pixel		
5	Resolution	300 DPI or higher (11.8dots/mm)		
6	Accepted Cards Type	ABS, Laminated PVC, PET, PETG, proximity, smart and mag stripe cards, optical memory cards		
7	Printing	· Dual side in full color Edge to Edge printing		
		· Card input hopper and built-in cleaning system		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
8	Compliance	Smart card encoder within the printer must be (ISO 1443 1/2/3/4 A and B) compliant		

**END OF THE DOCUMENT**



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/005/ NSD Dtd 23.03.2016



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
1	General Information	1.1 Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		1.2 ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of Network Security Devices as per Bill of Quantities (BOQ) in Annexure-E.	-----	
		1.3 Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		<p>Registration:</p> <p>1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a>) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.</p> <p>1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.</p> <p>1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their</p>		





<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>profile.</p> <p>1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.</p>		
		<p>1.4 Preparation of Bid</p> <p>1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.</p>	Complied	
		<p>1.5 Bidder should log into the site well in advance for bid submission for uploading the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender</p>		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>document.</p> <p>1.5.2 Bidder has to select the payment option as "offline" to pay The tender fee / EMD as applicable and enter details of the instrument.</p> <p>1.5.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.		
		<p>1.6 Assistance to Bidders</p> <p>1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender.</p> <p>1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.</p>		
		<p>1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a>) in the following manner:</p> <p>1.7.1 Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically as prescribed in the tender document.</p> <p>1.7.2 Documents shall be uploaded as below:</p> <p>1.7.2.1 Scanned copy of Tender Fee instrument in pdf format.</p> <p>1.7.2.2 Scanned copy of EMD instrument in pdf format.</p> <p>1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement portal. Any deviation to the bid templates will render the bid liable for rejection.</p> <p>1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-</p>		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.		
		<p>1.8 Bid Submission: Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees", (2)"EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date &amp; Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.</p>		
		1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, & Due Date of submission and Name of the Bidder.		
		1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.		
		1.11 If the bid complies with the term on Tender Document Fees, then only the cover super scribed as "EMD" will be opened. If EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender		


**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Document Fees will be forfeited.		
		1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the Bidders.		
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time of opening price bids at ISG, ECIL, Hyderabad. No extension of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in person or through email/fax/e-tendering portal within 3 days of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders. Bids for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		1.27 Approximate value of the sub tender is Rs. 110 Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs. 5000/- (Rupees Five Thousand only) should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained	Noted	
		1.33 Tenders should be submitted to: Technical Manager (Purchase) Instruments & Security Systems Group	Noted	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571		
2	Techno Commercial Bid – Part 1	2 Scope of the Tender: Scope comprises of supply and onsite warranty support for Network Security Devices as per BOQ in Annexure-E.	Noted	
		2.31 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.32 A Bidder can tender one bid only.		
		<b>2.33</b> A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.34 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.35 Detailed Technical Specifications cum Compliance Statements for the items of the BOQ are as per Annexure – E (ET1 to ET2).	Noted	
		2.36 Bidder should confirm the technical specifications	Noted	





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.		
		2.37 Bidder should furnish Part No/ Model No, Make/Brand and relevant technical literature.	Complied	
		2.38 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.39 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.40 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.40.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.40.2 Technical Specifications cum Compliance Statements as per Annexures ET1 to ET3 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.40.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	
		2.40.4 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms, conditions or riders, if indicated in the priced price bid format, will be ignored.	Complied	
		2.40.5 OEM's authorization certificate, if applicable, as per Annexure C3	Complied	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		2.40.6 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.	Noted	
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member.	Complied	
		3.1.2 During the last 7 years preceding February 2016, Bidder should have the following experience in Supply and maintenance/technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (a) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 55.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR (b) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 35.00 lakhs, with corresponding successful execution certificates/ proof during the above period. OR (c) At least three Purchase Order/Tender Acceptance per year of value greater than Rs.30.00 lakhs, with corresponding successful	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		execution certificates/ proof during the above period.		
		3.1.3 Bidder should have average annual turnover of not less than Rs.30.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L account should be furnished. The Bidder's firm should be profit making for the last 3 years.	Complied	
		3.1.4 Bidder should have solvency for a minimum of Rs. 75.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the authorized signatory, Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.5 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  <i>'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.</i> (Italicized text should form content of the affidavit).		
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable,	Complied	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.		
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.	Complied	
		<b>Stage II evaluation</b> – Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	4.1 Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.1 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.2 ECIL reserves the right to procure additional quantities at these prices and terms and conditions, within the above said period without any restriction on the minimum quantity per item / per order.		
7	Inspection	7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 30 days from the date of delivery. Bidder must undertake to assist ECIL during inspection to	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.		
		7.2 If any equipment is rejected, Bidder should undertake to provide free replacement within 10 days from the date of email notice, with all associated costs borne by the Bidder for delivery of replacement equipment and collection of rejected equipment. ECIL will not be responsible for the rejected equipment not collected within 7 days of delivering replacement.	Agreed	
		7.3 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along with supplies.	Agreed	
		8.2 During warranty period, Bidder shall provide all software up gradations and improvements in features of equipment, free of cost, if any.	Agreed	
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-, per equipment for the equipment not restored within the specified 2 days and will	Agreed	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		be recovered from any payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice.		
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in indicating Excise Duty/VAT/CST as applicable – all ink signed in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Test Reports approved by ECIL and Dispatch Clearance and Dispatch (if any), issued by ECIL.	Noted	
		9.2 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.3 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line entry, make, model of the equipment offered, applicable types and rates of taxes.	Complied	
		10.2 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.3 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less will only be considered for the purpose of evaluation.	Agreed	
		10.4 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		ECIL.		
		10.5 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.	Agreed	
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		13.6 <b>Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from time to time to cover intended obligations as demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.	Noted and agreed	
		14.3 In the event of Bidder's failure to discharge obligations on performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.	Agreed	
		14.4 If Bank Guarantee is not furnished within 10 days from		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		the date of electronic transmission of Purchase Order, a penalty Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
15	Packing	15.1 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		15.2 Packing should withstand rough handling during transit.	Agreed	
		15.3 Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
16	Arbitration	16.1 Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.2 The venue for Arbitration proceedings shall be Hyderabad.		
		16.2 Parties shall share cost of arbitration proceedings equally.		
		16.3 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	17.0 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.	Agreed	
18	Rejections/ Replacements	18.0 Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of	Agreed	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		email notice.		
19	Assignment	19.0 The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any third party either in whole or in part, except with prior written consent of ECIL.	Agreed	
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 2,00,000 (Rupees Two lakh only) 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 in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.2 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.3 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to Bidders qualified techno commercially but unsuccessful on price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.	Noted	
		20.4 As part of Techno Commercial 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.	Complied	
		20.5 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<b>20.6 Compliance to terms of payment is mandatory</b>		
21	Risk Purchase	21.1 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.	Agreed	
		21.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory. The decision of ECIL is final.	Agreed	
22	Confidentiality – cum Non Disclosure	22.0 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any third party, without the written consent of ECIL.	Agreed	
		22.1 Bidder should undertake and comply that highest standards of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.	Agreed	
		22.2 Bidder should not advertise or publicize or canvas or claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance.	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
23	Force Majeure	23.0 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 services rendered), 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 operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	
		23.1 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
24	Part 2: Price Bid	24.1 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format as per Annexure C2.	Complied	
		24.2 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		24.3 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE - C1**

**UN PRICED PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Type of Tax</b>	<b>Rate (%) of Tax</b>
1	UTM		Nos	18		
2	Application load balancer		Nos	01		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that **'Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL'.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate Rs. (In figures)</b>	<b>Unit Rate Rs. (In words)</b>	<b>Total value Rs. (In figures)</b>	<b>Total value Rs. (In words)</b>
1	UTM		Nos	18				
2	Application load balancer		Nos	01				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- m) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- n) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- o) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ .

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (15 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (45 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 45 months from the date herein.

5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (45 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (45 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment to be supplied under this Tender shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **45 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**ANNEXURE C7**  
**COMPOSITION OF THE BID DOCUMENT**

Total bid document should be organized and submitted as under:

13. Tender Document fees Demand Draft in original
14. Envelope containing EMD DD/Bank Guarantee in original (This should contain separate EMD for each selected package)
15. Envelope containing Techno Commercial Bid in original
16. Envelope containing the Price Bid in original (This should contain separate Price Bid for each selected package)
17. All the above four envelopes sealed and super scribed individually should be put into a separate envelope duly sealed and super scribed.
18. Order of documents of Techno Commercial Bid referred at 3 above: The Techno Commercial Bid should be organized and complied with documents in the order of and as relevant to the tender terms in the order they appear in the tender document.

**(All the pages of the bid document should be Serially Numbered).**



**Annexure - E**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Specification Reference</b>
1	UTM		Nos	18	Annexure- ET1
2	Application load balancer		Nos	01	Annexure- ET2



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

**Annexure-ET1**

**1. Specifications for UTM**

Make:

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
1		<b>Form Factor / Dimension</b>		
2		UTM Appliance Throughput		
3		i) Concurrent Session : 4,50,000 to 5,00,000		
		ii) TCP Firewall Throughput (Mbps): 1500-1800		
		iii) Antivirus Throughput (Mbps) : 280-450		
		iii) IPS Throughput (Mbps) : 750-850		
		iv) VPN Throughput (Mbps) : 180-200		
4		4-8 nos. of 10/100/1000 Fast Ethernet Port of higher / WAN Interface		
5		The proposed system should support LDAP, RADIUS & Active Directory and in built database of the appliance for User Authentication		
6		The proposed system should provide Single Sign-on Integration for Windows Authentication		
7		The proposed system should provide dynamic DNS support with NATed IP detection facility		
8		The proposed system should have facility to generate daily, weekly, monthly, and yearly Bandwidth Utilization Graphs (like MRTG) for all the defined ISP Links		
9		The proposed system should allow Network admin to view amount of upload and download Data transfer done by each user separately in real time basis		
10		The proposed system should allow Network admin to view bandwidth consumed by each individual user in the network in real time bases		





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
11		The proposed system should be able generate real time traffic reports Application wise & user wise		
12		The proposed system should provide facility for Web-based & Secure console based remote administration		
13		The proposed system should able to function as SNMP agent and should be SNMP v1, v2c and v3 compliant		
14		The proposed system should be centrally managed by Enterprise Wide Management Console.		
15		The proposed system should be centrally monitored by Enterprise Wide Management Console.		
16		LAN Bypass facility in Bridge mode		



**Annexure-ET2**

**2. Specifications for Load-Balancer**

Make:

<b><u>SL. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
	Hardware Features			
<b>1</b>	Architecture	(a) 19” rack mountable		
		(b) Load Balancer should be multiprocessor or multicore processor based appliance for High throughput performance		
		(c) Should have minimum 4 x 10/100/1000 Base T Ports.		
		(d) Should support minimum 5 Million concurrent Sessions		
		(e) Should support minimum 2 Gbps L7 throughput and upgradeable to 4 Gbps without change in hardware or any new addition in hardware		
		(f) Should support logical interfaces		
		(g) Should support Port Aggregation IEEE 802.3ad		
		(h) Should support VLAN Trunk IEEE 802.1Q		
		(i) Should have 6 GB RAM		
		(j) Should support following deployments		
		(1) Routing Mode : where client-side and server-side VLANs are on different subnets		
		(2) Bridge Mode: where client-side and server-side VLANs are on the same subnets.		
		(k) Should support SSL bps Min 1 Gbps		
		(l) Should support 5,000 SSL TPS from day one and upgradeable to minimum 10,000 SSL TPS through license upgrade		
		(m) Should have built in support for HTTP compression with minimum throughput of 1 Gbps		
		a) Should support minimum 50 Virtual servers.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
		(b) Should support following load balancing algorithms		
		(1) Cyclic - Round Robin		
		(2) Least Connections		
		(3) Least number of users.		
		(4) Least Bandwidth		
		(5) Least Response time		
		(c) Server load balancing based on SNMP parameter like CPU load, Memory utilization etc		
		(d) Should support Client NAT & Server NAT		
		(e) Should support following content based Load balancing features		
		(2) HTTP Header based redirection		
		(3) URL-Based Redirection		
		(4) Browser Type Based Redirection		
		(5) Preferential Treatment (Cookie-Based)		
<b>2</b>	Server Management Features	(a) Should support Graceful shutdown of Servers		
		(b) Should support Graceful Activation of Servers		
		(c) Should able to redirect traffic based on Source IP, Destination IP & TCP PORT		
<b>3</b>	<b>Segmentattion/Virtualisation</b>	The Load Balancer should support virtualization or segmentation		
		Server Load balancer should have ability to integrate in virtualized server environment		
		Should have the capability for automatic synchronization of virtualization changes to the server load balancer configuration out of the box.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b><u>S. No.</u></b>	<b><u>Specification</u></b>	<b><u>Description of Requirement</u></b>	<b><u>Compliance</u></b>	<b><u>Remarks</u></b>
<b>4</b>	<b>Health Monitoring</b>	(a) Should provide individual health checks for real servers & farms		
		(b) Should allow to monitor protocol like HTTP, SMTP, POP, FTP etc		
		(c ) Should allow to configure Customize health probes based on TCP & UDP parameters		
		(d) Should provide GUI		
		(e) Optional Support for user defined / custom health checks as per the requirement.		
<b>5</b>	<b>Management</b>	(a) Should support following Management Applications		
		(1) SSH		
		(2) HTTPS		
		(3) Console		
		(4) SNMP (V1, V2 and V3).		
		(b) Should support GUI for configuration & monitoring		
<b>6</b>	<b>SSL Acceleration</b>	Encryption Algorithms - The SSL Accelerator must support following encryption algorithms:-		
		- SSL_RSA_WITH_RC4_128_MD5		
		- SSL_RSA_WITH_RC4_128_SHA		
		- SSL_RSA_WITH_DES_CBC_SHA		
		- SSL_RSA_WITH_3DES_EDE_CBC_SHA		
		- The SSL Accelerator must support following MD5 Hash Algorithms		
		- SHA1		
		- SSLv2		
		- SSLv3		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

		- TLS		
--	--	-------	--	--

<u>S. No.</u>	<u>Specification</u>	<u>Description of Requirement</u>	<u>Compliance</u>	<u>Remarks</u>
7	Encryption Protocols - The SSL Accelerator must support following encryption algorithms:-	- Network Address Translation: The SSL Accelerator must support proxy as well as bridge mode or operation		
		- SSL Session ID Stickiness. The SSL Accelerator must maintain stickiness of the session.		
		- Back End Encryption. The SSL Accelerator must support back end encryption with the server.		
		- Should support conversion of server http redirect to https redirects.		
		- URL Rewrite. URL re-write to ensure delivery secure content through HTTPS protocol.		
		- Public Key Infrastructure. The SSL Accelerator must support public key infrastructure features like RSA key pair generation, Server Certificate enrolment, Server key and certificate import etc.		
		- RSA Key pair generation,		
		- Server Certificate Enrollment,		
		- Server key and Certificate import,		
		- Key and Certificate renewal,		
		- Auto enrollment of certificates.		
8	Infrastructure features:-	SSL accelerator should not compress objects that are known to have problem with specific browsers. This ability should be scoped per object type and client browser type, and allow the user to review and modify the list of predefined compression exceptions		
		Load Balancer should support stateful ACL to prevent unauthorised access of servers and services by specific source IP and port		

**END OF THE DOCUMENT**



PUBLIC TENDER No. ECIL/ISG/PUR/PT/15-16/004 Dtd 23.03.2016

SUB TENDER No. ECIL/ISG/PUR/PT/15-16/004/006/ SW Dtd 23.03.2016



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
1	General Information	3.2 Electronics Corporation of India Ltd, a leading Public Sector Company with Head Office at Hyderabad and Branch Offices at Metropolitan Cities is engaged in design, development, manufacture, supply and installation of state-of-the-art technology-based solutions to core industrial, government and strategic sectors.	-----	
		3.3 ECIL invites bids from bonafide, financially resourceful, reputed and experienced vendors for Supply of Network Security Devices as per Bill of Quantities (BOQ) in Annexure-F.	-----	
		3.4 Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2 Price Bid.	Noted	
		Registration: 1.3.1 Bidders are required to enroll on the e-tendering portal of ECIL (URL: <a href="https://ecil.etenders.in">https://ecil.etenders.in</a> ) by clicking on the link "Portal Enrollment for New Bidder". Enrollment on the Portal is free of charge.  1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.  1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.  1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or higher Certificates with signing key usage)		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>1.3.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.</p>		
		<p>1.4 Preparation of Bid</p> <p>1.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>1.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.</p>	Complied	
		<p>1.5 Bidder should log into the site well in advance for bid submission for uploading the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p>		





<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>1.5.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</p> <p>1.5.2 Bidder has to select the payment option as "offline" to pay The tender fee / EMD as applicable and enter details of the instrument.</p> <p>1.5.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instruments should reach ECIL Hyderabad latest by due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p>		
		<p>1.5.4 The server time (which is displayed on the bidders' dashboard) Will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>1.5.5 All the documents being submitted by the bidders Would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the</p>		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		<p>date &amp; time of submission of the bid with all other relevant details.</p> <p>The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>		
		<p>1.6 Assistance to Bidders</p> <p>1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the tender.</p> <p>1.6.2. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the Portal Helpdesk. The helpdesk nos. are provided under "Contact Us" section of above mentioned portal.</p>		
		<p>1.7 Online bid should be submitted on (URL: <a href="https://ecil.etenders.in/">https://ecil.etenders.in/</a>) in the following manner:</p> <p>1.7.1. Scanned copy of instrument towards Tender fee and EMD should be uploaded (PDF format) electronically and the hard copy shall be submitted physically along with techno commercial bid at ISG/ECIL, Hyderabad as prescribed in the tender document.</p> <p>1.7.2 Documents shall be uploaded as below:</p> <p>1.7.2.1 Scanned copy of Tender Fee instrument in pdf format.</p> <p>1.7.2.2 Scanned copy of EMD instrument in pdf format.</p> <p>1.7.2.3 Techno-commercial bid in prescribed formats (Bid Templates) provided in the tender on online e-procurement portal. Any deviation to the bid templates will render the bid liable</p>		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		for rejection. 1.7.2.4 Part 2 bid: price for each line item of the tender on the online price bid format Annexure C2 provided on the e-procurement portal. Any other attachments/formats for price bid will make the bid liable for rejection.		
		1.8 Bid Submission: Part1 (Techno commercial bid) should contain: (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2 (Price bid) must contain: Price Bid Hard copies of the following are to be submitted simultaneously in 2 separate envelopes: (1) "Tender Document Fees', (2)"EMD" Each of these 2 envelopes must be super scribed with following information: Tender No., sub tender no, Date & Due Date, Name of the Bidder and name of the document, i.e., Tender Fee / EMD as the case may be. Bids not complying will be rejected summarily.		
		1.9 The above two covers are to be kept in a separate cover and Sealed again, PROMINENTLY super scribing with Tender No., Sub tender No, Date, & Due Date of submission and Name of the Bidder.		
		1.10 Envelope containing non-refundable Tender Document Fees will be opened first. If the Tender Document Fees is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, the bid will not be processed further and EMD will be returned.		
		1.11 If the bid complies with the term on Tender Document Fees, then only the cover super scribed as "EMD" will be opened. If		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		EMD is not furnished as per terms herein or if the details are not matching with the scanned copy uploaded, Techno Commercial bid will not be processed and the Tender Document Fees will be forfeited.		
		1.12 Techno Commercial Bids accompanied by Tender document Fees and EMD will only be processed further. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the Bidders.		
		1.13 In any case, including the event of cancellation of the Tender, Document Fees once furnished is non-refundable.		
		1.14 Price bids of techno commercially qualified Bidders only will be opened. The decision of ECIL on qualifying or otherwise of any bid is final and binding on the bidders. EMD will refunded/returned to technically unqualified bidders.		
		1.15 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date if warranted and the same will be notified through ECIL e-tendering portal.		
		1.16 Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.		
		1.17 Techno commercial bids will be opened in the presence of interested Bidders/ authorized representative of the Bidder as specified herein. In case of participation by authorized representative, the signatory of the bid only should provide authorization.		
		1.18 Price bids will be opened in the presence of techno commercially qualified and interested Bidders/authorized representative of the Bidder, supported by Authorization as above. 2days advance email notice will be given to qualified Bidders based on local or outstation, from the date and time of opening price bids at ISG, ECIL, Hyderabad. No extension		



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		of date and time will be entertained.		
		1.19 During evaluation of techno commercial bids, Bidder should visit ECIL, Hyderabad if requested, for techno-commercial clarifications, for which purpose the Bidder will be given advance email notice of 2 days detailing the clarifications to be furnished by the bidder. If the Bidder upon such notice fails to provide the required technical clarifications either in person or through email/fax/e-tendering portal within 3 days of such notice, such bids will be evaluated based on the available information.		
		1.20 Bidder should furnish details of contact person with Mobile, Land Line Numbers and email ID on the covering letter to the techno commercial bid, prominently.		
		1.21 Bidders are advised to go through the tender document carefully before submitting the bid.		
		1.22 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.		
		1.23 ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety or any Tender in its entirety, at its sole discretion, without assigning any reasons, whatsoever.		
		1.24 Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL in this regard will be final and binding on all the Bidders.		
		1.25 Among the Bidders, who are technically qualified and the Bidder whose price for the entire BOQ is lowest among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders. Bids		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		for part BOQ will be rejected summarily		
		1.26 Authorized and legally competent signatory of the Bidder's entity should sign the bid documents.		
		1.27 Approximate value of the sub tender is Rs. 650 Lakhs.		
		1.28 Non-refundable sub Tender document fees of Rs. 10000/- (Rupees Ten Thousand only) should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.		
		1.30 The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances including postal / courier delays (ii) Email/ fax bids (iii) Revised bids, if any, received after the due date (iv) Bids not submitted as two part (Tender Document Fees, EMD and Techno Commercial Bid as one part and Price Bid as second part).	Noted	
		1.31 Bidder should confirm in the Techno-commercial Bid (i) that every term and condition mentioned in the Tender/Sub-tender is understood and accepted unqualifiedly and (ii) prices are quoted against each line entry of the Price Bid. Deviations, if any, found subsequently at any time including execution of order shall be treated as null and void.	Agreed	
		1.32 Clarifications on technical terms can be had from (i) Shri V. Satish Chand, Sr. Mgr, Tel No. 040 2718 6409/6858, email id <a href="mailto:satishchand@ecil.co.in">satishchand@ecil.co.in</a> and on commercial terms from (i) Shri V. Kishore, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> . However, the last date for seeking clarifications and hosting of clarifications in our e-portal will be as specified in the Tender Schedule. Request for clarifications beyond this schedule will not be entertained	Noted	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		1.33 Tenders should be submitted to: Technical Manager (Purchase) Instruments & Security Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040 2718 2391, 040 2718 2655, 040 2718 6571	Noted	
2	Techno Commercial Bid – Part 1	2. Scope of the Tender: Scope comprises of supply and onsite warranty support for Software as per BOQ in Annexure-F.	Noted	
		2.31 The bid should cover the total scope. Bid for part scope shall be rejected summarily.	Complied	
		2.32 A Bidder can tender one bid only.		
		<b>2.33</b> A Bidder can be either OEM or OEM's authorized Partner/distributor/agent. An OEM can participate directly. If OEM is not participating in the tender, OEM can give authorizations to multiple channel partners/distributors etc. However, OEM & its partner cannot participate in the tender together and if participated such bids of both the OEM & its partner (s)/distributor (s) etc. will be rejected summarily.	Noted & Complied	
		2.34 Authorization: Wherever the bidder is not the OEM, Ink signed manufacturer's authorization certificate (MAC) from OEMs, should be submitted as per Annexure C3, separately for each equipment. The MAC must provide the traceability/verification details, must confirm to provide support for supply, Spares during warranty and maintenance support for post warranty period of 3 years. If the Bidder is OEM, self-certification should be furnished. Bids without authorization will be rejected summarily if the participant bidder is partner/distributor/agent etc.		
		2.35 Detailed Technical Specifications cum Compliance	Noted	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		Statements for the items of the BOQ are as per Annexure – F (FT1 to FT3).		
		2.36 Bidder should confirm the technical specifications supported by Technical Literature for each specification. Deviations, if any, shall be indicated, against each specification for each item, separately in respective Annexures.	Noted	
		2.37 Bidder should furnish Part No/ Model No, Make/Brand and relevant technical literature.	Complied	
		2.38 Bidder should confirm to provide operation, maintenance manuals and other relevant technical literature with the supply.	Complied	
		2.39 The scope of supply should include accessories, devices and special tools to make the equipment operational. In case, no accessories or devices or special tools are required, the same shall be indicated so. If such indications are not made, the bidder shall be responsible for supply of all of such accessories/devices/ special tools required during testing and installation.	Complied	
		2.40 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		2.40.1 Copies of Excise, VAT, CST, Service Tax Registration & PAN particulars.	Complied	
		2.40.2 Technical Specifications cum Compliance Statements as per Annexures FT1 to FT3 duly filled, supported with technical literature, signed by the Bidder.	Complied	
		2.10.3 Un priced price bid format, with tax particulars column duly filled, signed, stamped, as per Annexure C1	Complied	
		2.40.5 Priced price bid format, <b>WITH OUT PRICES</b> , duly signed, stamped, as per Annexure C2, certifying that the priced price bid contains only basic prices and no other term, condition or rider. Any of such terms,	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		conditions or riders, if indicated in the priced price bid format, will be ignored.		
		2.40.6 OEM's authorization certificate, if applicable, as per Annexure C3	Complied	
		2.40.7 Documents in support of compliance to evaluation criteria.		
3	Evaluation criteria	3.1 Stage I evaluation: The following is the mandatory criteria for evaluation of the techno commercial bid for qualifying. Bids not complying will not be evaluated further and will be rejected. Documentary evidence in support of meeting each eligibility criteria should accompany the bid.	Noted	
		3.1.1 The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or a duly registered Partnership company or any registered enterprise with Statutory Authority. Copy of Registration Certificate or Partnership Deed or certificate issued by Statutory Authority should be furnished. In case of bid through Consortium, this should be complied by the Lead Member.	Complied	
		3.1.2 During the last 7 years preceding March 2015, Bidder should have the following experience in Supply and technical support of the similar equipment. Copies of Purchase Orders/ Tender Acceptances : (a) At least one Purchase Order/Tender Acceptance per year of value greater than Rs. 500.00 lakhs, with corresponding successful execution certificates/ proof during the above period OR (b) At least two Purchase Order/Tender Acceptance per year of value greater than Rs. 325.00 lakhs, with corresponding successful execution certificates/ proof during the above period.	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		OR (c) At least three Purchase Order/Tender Acceptance per year of value greater than Rs.250.00 lakhs, with corresponding successful execution certificates/ proof during the above period.		
		3.1.3 Bidder should have average annual turnover of not less than Rs.200.00 Lakhs during 3 years preceding March 2015. Copies of audited balance sheet, IT returns and P&L account should be furnished. The Bidder's firm should be profit making for the last 3 years.	Complied	
		3.1.4 Bidder should have solvency for a minimum of Rs. 400.00 lakhs, supported by ink signed Certificate from a Scheduled Bank or International Bank of repute with Indian presence with contact details including Name of the authorized signatory , Mobile No., address and email id of issuing Bank. The date of solvency certificate should be post tender date.	Complied	
		3.1.5 Bidder should furnish notarized affidavit on non-judicial stamp paper of Rs.100 stating that:  'We, _____ (Name of the Bidder's firm) are not debarred nor blacklisted nor prosecuted for any breach of contract by the Central Government, State Governments or PSUs. We are not convicted or fined for any breach of contract by any court of law or tribunal or arbitration panel. The information and documents furnished as part of this bid are true and if it is found otherwise, we agree that our bid may be rejected before acceptance or the contract, if awarded, may be summarily cancelled without prejudice to ECIL's right to initiate civil or criminal proceedings as deemed fit'.	Complied	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		(Italicized text should form content of the affidavit).		
		3.1.6 Original ink signed authorization certificate from OEM should be submitted as per Annexure C3, if applicable, with contact particulars for verification; agreeing to provide support for supply, I&C, Spares during 1-year warranty and post warranty period of 3-years.	Complied	
		3.1.7 All documents as prescribed above herein above must be uploaded in the e-portal along with techno commercial bid.	Complied	
		<b>Stage II evaluation</b> – Prices: L1 will be decided based on the price quoted for total BoQ, net of credit available taxes to ECIL.	Complied	
4	Validity	4.1 Bids shall be valid for a minimum period of 60 days from the due date of sub tender.	Complied	
5	Delivery Schedule	5.1 Total quantity should be delivered in a single lot.	Agreed	
		5.2 Deliveries shall be completed within 8 weeks from the date of electronic transmission of ink signed Purchase Order.	Agreed	
		5.3 ECIL at its option may put dispatch hold and will provide dispatch clearance, in such event, 10 working days in advance. In such event delivery period will be extended by the no. of days of dispatch hold plus no. of days allowed from the date of dispatch clearance.		
6	Additional quantities	6.3 Agreed prices together with all the terms and conditions shall remain firm, fixed and valid, for any additional quantities not exceeding 100% of ordered quantities for a period of six months from the date of Purchase Order, without any restriction on the minimum quantity or value per item/per order.	Agreed	
		6.4 ECIL reserves the right to procure additional quantities at these prices and terms and conditions, within the above said period without any restriction on the minimum		

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		quantity per item / per order.		
7	Inspection	7.1 Final inspection will be carried out at ECIL, Hyderabad. Acceptance or otherwise of the delivered equipment will be communicated with in 30 days from the date of delivery. Bidder must undertake to assist ECIL during inspection to be carried out for the equipment at ECIL Hyderabad and provide technical support, if called for. Tools/Utilities, accessories required for such inspection testing must be arranged by the bidder during inspection at ECIL Hyderabad.	Agreed	
		7.2 If any equipment is rejected, Bidder should undertake to provide free replacement within 10 days from the date of email notice, with all associated costs borne by the Bidder for delivery of replacement equipment and collection of rejected equipment. ECIL will not be responsible for the rejected equipment not collected within 7 days of delivering replacement.	Agreed	
		7.3 The quality of the equipment delivered shall strictly correspond to the technical specifications as per Specifications cum Compliance Statement and shall also include modification(s) there to, as mutually agreed to, if any.	Agreed	
8	Onsite warranty spares, service support and penalties	8.1 Bidder should provide on-site warranty for a period of 15 months from the date of delivery. Warranty should commence from the next day of delivery. A warranty certificate as per Annexure-C6 must be furnished along with supplies.	Agreed	
		8.2 During warranty period, Bidder shall provide all software up gradations and improvements in features of equipment, free of cost, if any.	Agreed	
		8.3 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to replace the faulty	Agreed	



# ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS

TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		equipment within 2 days from the date of email reporting. Bidder should ensure necessary technical support to ensure the warranty compliance. ECIL will levy penalty @ Rs. 2,000 per day per equipment subject to a maximum of Rs 20,000/-, per equipment for the equipment not restored within the specified 2 days and will be recovered from any payments due to the supplier or by invoking Performance Bank Guarantee including invocation of risk purchase clause without any further notice.		
		8.4 Bidder should confirm to provide spares for a continuous period of 3 years post of warranty. Advance notice of 12 weeks shall be given on obsolescence/end of life of units.	Agreed and complied	
9	Dispatch documentation	9.1 Delivery Challan in duplicate, Original Supply Tax Invoice in indicating Excise Duty/VAT/CST as applicable – all ink signed in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Manual, Test Reports approved by ECIL and Dispatch Clearance and Dispatch Advice (if any), issued by ECIL.	Noted	
		9.2 Delivery Challan in duplicate, Original Supply Tax Invoice in triplicate indicating Excise Duty/VAT/CST as applicable – all ink signed drawn in favor of ECIL, Hyderabad, Packing List, Operation & Maintenance Manuals, Test Reports approved by ECIL and Dispatch Clearance and Dispatch Advice (if any), issued by ECIL.	Agreed	
		9.3 Invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order. Financial loss to ECIL if any, payments made notwithstanding, will be recovered from Bidder's bills for any non-compliant invoices.	Agreed	
		9.4 Non-conformant dispatches will be summarily rejected and ECIL will not be responsible for the delay in payment and financial loss to Bidder.	Noted	
10	Prices	10 Un priced price bid format as per Annexure C1 should form part of Techno-commercial Bid, indicating against each line entry,	Complied	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		make, model of the equipment offered, applicable types and rates of taxes.		
		10.2 Bidders should submit the offer indicating clearly Basic price in figures and words against each line of the BOQ in the price bid as per Annexure C2.	Complied	
		10.3 Bidder shall note that in case of disagreement in prices between words and figures, the price whichever is less will only be considered for the purpose of evaluation.	Agreed	
		10.4 Prices shall be quoted for 'Free Delivery, ECIL Hyderabad' and should include all expenses towards packing, forwarding, freight, transit insurance and unloading at ECIL.	Complied	
		10.5 Prices shall remain firm and fixed till execution of the order, whatever be the circumstances, including for additional quantities as per terms herein.	Agreed	
11	Negotiations	11.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Noted	
12	Liquidated Damages	12.1 LD will be levied and recovered @ 2% per week of delay or part thereof subject to a maximum of 10% of the total order value including taxes on un delivered part of supply, when the Bidder fails to deliver the ordered goods within the specified period as per the delivery schedule indicated herein. Date of delivery to ECIL Hyderabad shall be the basis for the purpose of arriving at LD. Delay in delivery attributable to delay in (i) dispatch advice on account of dispatch hold as per the clause on delivery if any, will be condoned for the purpose of LD to equal extent of the said delay.	Agreed	



S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		<b>12.2 Compliance to terms of payment is mandatory</b>		
13	Terms of payment	13.1 60% of the supply with 100% Taxes & Duties will be released within 60 days from the date of submission of dispatch documentation specified as furnishable to ECIL, Hyderabad under 'Dispatch Documentation'.	Agreed	
		13.2 Balance 40% of the supply will be released within 120 days from the date of supply, subject to furnishing demand note for equal amount, clearly indicating details of various invoices, corresponding DCs, quantities, rates and values and amount payable.	Agreed	
		13.3 All payments will be released from ECIL, Hyderabad.	Noted	
		13.4 No advance payments will be made. Bids with advance payment condition will be rejected summarily.	Noted	
		13.5 ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the documents as per terms of PO.	Agreed	
		<b>13.6 Compliance to terms of payment is mandatory.</b>		
14	Performance cum Warranty Bank Guarantee (PBG)	14.1 Bidder should undertake to furnish PBG within 10 days from the date of electronic transmission of Purchase Order from ECIL through email. In the event of Bidder's failure to comply this condition on PBG, the Bidder is liable to forfeit EMD and the bid will be rejected in its entirety. In such event, in addition, ECIL reserves the right to impose maximum LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		14.2 The PBG should be for 10% of purchase order value as per format in Annexure C5 valid for 15 months from the date of issue, with additional claim period of one month covering Bidder's obligations on performance on the PO as well as warranty. PBG should be furnished on a Scheduled Bank of repute and should be extended from time to time to cover intended obligations as	Noted and agreed	



<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		demanded by ECIL. If the BG is not extended within 7 days of email notice, ECIL reserves the right to invoke the BG. Bidder should agree to furnish supplementary/additional BG for pro rate value of equipment for which warranty obligation needs to be extended due to non-availability of sites.		
		14.3 In the event of Bidder's failure to discharge obligations on performance as per the terms of PO, all the costs incurred by ECIL will be recovered through PBG.	Agreed	
		14.4 If Bank Guarantee is not furnished within 10 days from the date of electronic transmission of Purchase Order, a penalty Rs.500 per day will be levied for delayed submission, subject to maximum of Rs. Rs.10000.00. If bidder fails to submit even during the extended penalty period, Risk Purchase clause will be invoked without further notice.		
15	Packing	15 Bidder should provide proper packing for the equipment to prevent damage/deterioration during transit to the destination specified.	Agreed	
		15.1 Packing should withstand rough handling during transit.	Agreed	
		15.2 Packing slip should be kept in each box/case and shall indicate Total Net weight, Total Gross weight of the package, volume and number of packages.	Agreed	
16	Arbitration	16.1 Every effort shall be made to settle all the disputes or differences arising during the execution of the purchase order through mutual conciliation. If this conciliation fails, the disputes/differences shall be addressed as per the provisions of Arbitration & Conciliation Act 1996.	Agreed	
		16.2 The venue for Arbitration proceedings shall be Hyderabad.		
		16.3 Parties shall share cost of arbitration proceedings equally.		



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		16.4 In the event of failure of Arbitration proceedings, either party shall have recourse to law, in which event, only courts in Hyderabad/Ranga Reddy District, Telangana shall have exclusive jurisdiction, notwithstanding concurrent jurisdiction of other courts		
17	Shortages/ Damages	17.0 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.	Agreed	
18	Rejections/ Replacements	18.0 Bidder should undertake to replace the equipment and materials found to be defective, free of charge, within 10 days of email notice.	Agreed	
19	Assignment	19.0 The Bidder should undertake not to assign any of the obligations of the purchase order, when awarded, to any third party either in whole or in part, except with prior written consent of ECIL.	Agreed	
20	Earnest Money Deposit (EMD)	20.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 13,00,000 (Rupees Thirteen Lakh only) in the form of Demand Draft, drawn on any scheduled bank in favor of 'Electronics Corporation of India Limited' and payable at Hyderabad. Bank Guarantee in lieu of DD is acceptable, if furnished on a Scheduled Bank of repute, strictly as per format in Annexure C4, valid for 75 days from the due date for submission of bids on the tender.	Complied	Furnish details of EMD
		20.1 EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No., Date, Sub Tender No., Date and Due Date for submission.	Complied	
		20.2 EMD will be refunded to the Bidders who have not qualified techno commercially, within 10 days of finalization of techno commercial evaluation. EMD will be refunded to Bidders qualified techno commercially but unsuccessful on	Noted	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

S.No.	Term	Condition	Compliance required	Bidder's response Yes/ No/ Deviation
		price bid, within 2 weeks from the date of award of order. EMD will be refunded to successful Bidder upon award of PO and submission of required Performance Bank Guarantee.		
		20.3 As part of Techno Commercial 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.	Complied	
		20.4 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		20.5 Compliance to terms of payment is mandatory		
21	Risk Purchase	21.0 In the event of Bidder's failure to deliver the ordered goods within the agreed schedule and as per ordered terms and conditions, ECIL shall have the right to cancel the purchase order and procure these ordered equipment from alternate sources, in which event, the Bidder will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for such alternate procurement. All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantee/s (or) through other means of law.	Agreed	
		21.1 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the Bidder fails to deliver the equipment/materials as per agreed specifications or (ii) when the Bidder fails to provide PBG as per terms or (iii) when the LD reaches maximum or (IV) when the services during warranty period are not satisfactory.	Agreed	
22	Confidentiality – cum Non Disclosure	22.0 All the terms and conditions, including equipment specifications and/or other relevant information provided shall be confidential and should not be disclosed to any third party, without the written consent of ECIL.	Agreed	
		22.1 Bidder should undertake and comply that highest	Agreed	

**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS****TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		standards of ethics shall be followed and that no corrupt or fraudulent or collusive practices shall be resorted to, during the total process of bidding till successful execution.		
		22.2 Bidder should not advertise or publicize or canvas or claim through electronic/print media or in-house journal or any other periodical on the scope and execution of the purchase order, when awarded, without the prior written consent of ECIL. ECIL reserves the right to prosecute and/or claim damages for non-compliance. The decision of ECIL is final.	Agreed	
23	Force Majeure	23.0 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 services rendered), 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 operations, blockade, acts or action of state authorities or acts of terrorism or any other circumstances beyond the parties' control that have arisen during the course of the contract. The contract period will be extended accordingly when notified in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	
		23.1 If the impossibility of complete or partial performance lasts for more than 3 months, either party hereto reserves the right to terminate the contract upon giving prior 15 days notice, without any liability other than reimbursement on the terms provided in the agreement for the services rendered.	Agreed	
24	Part 2: Price Bid	24.0 Basic Prices should be offered in INR against each line entry of the BOQ, on FoR, ECIL, Hyderabad basis inclusive of packing, forwarding, freight, insurance, unloading and including all other incidentals, as per Priced price bid format	Complied	



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

<b>S.No.</b>	<b>Term</b>	<b>Condition</b>	<b>Compliance required</b>	<b>Bidder's response Yes/ No/ Deviation</b>
		as per Annexure C2.		
		24.1 Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		24.2 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be ignored.	Agreed	



**ANNEXURE - C1**

**UN PRICED PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Type of Tax</b>	<b>Rate (%) of Tax</b>
1	Virtualisation software		Nos	16 Licences		
2	RDMS(Enterprise Edition)		Nos	48 Licences		
3	Document Management System (compatible and interfacing with Windows Platform, MS-SQL and JAVA based application)		Nos	570 Users / 2 Lakh transactions per day		

Note 1: If any line item in the entry attracts more than one type of tax, the same may be specified in the columns Type of Tax and Rate of Tax.

Note 2: The Un priced price bid format should be furnished as part of Techno Commercial bid, with a certification that '**Prices have been quoted for all the line entries and the priced price bid format as per Annexure C2 contains only prices for different quantity slabs and no other note, remark, term or condition. We understand and agree that any terms, counter/additional conditions or notes, if any, found in Price Bid, other than the prices, shall be summarily ignored by ECIL.**

**Signature, date and seal of the Bidder**



**ANNEXURE – C2**

**PRICE BID FORMAT**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate Rs. (In figures)</b>	<b>Unit Rate Rs. (In words)</b>	<b>Total value Rs. (In figures)</b>	<b>Total value Rs. (In words)</b>
1	Virtualisation software		Nos	16 Licences				
2	RDMS(Enterprise Edition)		Nos	48 Licences				
3	Document Management System (compatible and interfacing with Windows Platform, MS-SQL and JAVA based application)		Nos	570 Users / 2 Lakh transactions per day				

**Signature, date and seal of the Bidder**



**ANNEXURE C-3**

**Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM**

To  
DGM, Purchase  
Instruments & Systems Group  
Electronics Corporation of India Limited  
Hyderabad -500 062

Subject: Manufacturer's Authorization Certificate

Reference: Your Tender No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sub Tender No: \_\_\_\_\_ Dtd  
\_\_\_\_\_

Dear Sir,

This is with reference to the above mentioned Tender; we hereby exclusively authorize M/s \_\_\_\_\_ to submit the bid on our behalf.

We, as OEM, undertake to provide all the support necessary for supply and technical support to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order to them. We also hereby confirm that the tendered equipment i.e. \_\_\_\_\_ quoted in the bid are in regular production line and would be serviceable and maintainable during the warranty period of 60 months from the date of acceptance by ECIL and at least for a further period five years thereafter. We hereby confirm our support in terms of spares and service to M/s \_\_\_\_\_ (name of the Bidder) during warranty period and post warranty period of seven years.

(Authorized signatory of OEM)

Name:

Designation:

Tel No. Land Line

Mobile No.

Email id:

Website address:



**ANNEXURE C4**

**EMD BANK GUARANTEE**

**(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)**

WHEREAS M/s \_\_\_\_\_ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply, Installation, Commissioning and handing over of fully functional equipment as specified in the said tender.

Now, by this Guarantee, we, the undersigned on behalf of \_\_\_\_\_ (name of the Bank) whose registered office is at \_\_\_\_\_ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s \_\_\_\_\_ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said tender as valid and unaltered until 60 days from the due date of the Tender i.e. up to \_\_\_\_\_ and/or refused to accept the Tender Acceptance of the Company as set forth in the tender and in accordance with the terms of the tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, \_\_\_\_\_ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s \_\_\_\_\_ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- p) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- q) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- r) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.





**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, \_\_\_\_\_ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until \_\_\_\_\_ (75 days from the due date) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_ .

We, \_\_\_\_\_ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly  
Authorized to sign on behalf of  
the Bank, with Seal of the Bank



**ANNEXURE C-5**  
**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between \_\_\_\_\_ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. \_\_\_\_\_ dtd \_\_\_\_\_ and the Contractor having accepted the same and the consequent Purchase Order, hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, installation, testing, commissioning, handing over of the fully functional \_\_\_\_\_ (description of the ordered equipment) and warranty support and services.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance cum Warranty Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.
4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (15 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before \_\_\_\_\_ (45 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to \_\_\_\_\_ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 45 months from the date herein.
5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.



**ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS**  
**TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/15-16/04 DTD 23.03.2016**

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till \_\_\_\_\_ (45 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (45 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof \_\_\_\_\_ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

- 1.
- 2.

Signed for and on behalf of the Bank (Guarantor)



**ANNEXURE C6**  
**WARRANTEE CERTIFICATE**

**(To be furnished with Techno-Commercial bid)**

To  
Deputy General Manager (Materials)  
Instruments & Security Systems Group  
Electronics Corporation of India Limited  
Hyderabad – 500 062  
INDIA

Ref: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the equipment to be supplied under this Tender shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipment/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of **45 months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER  
DATE: \_\_\_\_\_



**ANNEXURE C7**  
**COMPOSITION OF THE BID DOCUMENT**

Total bid document should be organized and submitted as under:

1. Tender Document fees Demand Draft in original
2. Envelope containing EMD DD/Bank Guarantee in original (This should contain separate EMD for each selected package)
3. Envelope containing Techno Commercial Bid in original
4. Envelope containing the Price Bid in original (This should contain separate Price Bid for each selected package)
5. All the above four envelopes sealed and super scribed individually should be put into a separate envelope duly sealed and super scribed.
6. Order of documents of Techno Commercial Bid referred at 3 above: The Techno Commercial Bid should be organized and complied with documents in the order of and as relevant to the tender terms in the order they appear in the tender document.

**(All the pages of the bid document should be Serially Numbered).**



**Annexure - F**

<b>S No.</b>	<b>Description</b>	<b>Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty</b>	<b>Specification Reference</b>
1	Virtualisation software (Software Support for 8X5 service support)		Nos	16 Licences	Annexure- FT1
2	RDMS(MS-SQL 2012 or better Enterprise Edition) (Software Support for 8X5 service support) Licenses		Nos	48	-----
3	Document Management System (compatible and interfacing with Windows Platform, MS-SQL and JAVA based application) 570 Users / 2 Lakh transactions per day) (Software Support for 8X5 service support)		lot	1	Annexure- FT2



**Annexure-FT1**

**1. Specifications for Virtualisation software**

Make:

Virtualisation, Virtualisation Management and Monitoring		
Sr. No.	Specifications	Compliance (Yes / No)
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security	
2	Virtualization software shall be in Leaders Quadrant of 2015 Gartner Magic Quadrant for x86 Server Virtualization Infrastructure for continuous last 5 years	
3	Virtualization software shall have the capability to create Virtual machines with upto 128 virtual processors and 4 TB virtual RAM in virtual machines for all the guest operating system supported by the hypervisor	
4	Virtualization software should support live Virtual Machine migration from one physical host to another and between virtual switches with enhanced CPU compatibility and without the need for shared storage	
5	Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS)	
6	Virtualization software shall have High Availability capabilities for the virtual machines in the sense, if in case one server fails all the Virtual machines running on that server shall be automatically restarted to another physical server running same virtualization software. The feature should be independent of Guest Operating System Clustering and should work with FC/ iSCSI SAN and NAS shared storage	
7	The virtualization solution should provide a storage efficient backup solution which utilizes patented variable-length deduplication, rapid recovery and WAN-optimized replication for DR. It should integrate with virtualization solution and provide a simple user interface making it an easy and effective backup tool. It should also provide agentless, image-level VM backups to disk and application-aware protection for business-critical applications (e.g., Exchange, SQL Server, etc.) along with WAN-efficient, encrypted backup replication across sites.	
8	The solution should provide option for securing virtual machines with offloaded antivirus and antimalware solutions without the need for agents inside the virtual machine with integration with 3rd party Anti-Virus/Anti-Malware	





	solutions	
<b>Sr. No.</b>	<b>Specifications</b>	<b>Compliance (Yes / No)</b>
9	The solution should provide efficient, array agnostic replication of virtual machine data over the LAN/WAN and should simplify management by enabling replication at virtual machine level	
10	The solution should support for increasing capacity by adding CPU,Memory or any other devices to virtual machines on an as needed basis without any disruption in working or downtime for the virtual machines	
11	The solution should enable abstraction for external storage (SAN and NAS) devices by means of making them virtual machine aware	
12	The solution should allow common management across storage tiers and dynamic storage class of service automation via a policy-driven control plane	
13	The solution should provide a content library to provide simple and effective centralized management for VM templates, virtual appliances, ISO images, and scripts	
14	The solution should provide special integration with Storage API's providing integration with supported third-party data protection, multipathing and disk array solutions.	
15	The solution should provide support or placing critical virtualization components (such as the hypervisor) into memory regions identified as “reliable” on supported hardware. This would further protect components from an uncorrectable memory error	
16	The solution should have Special Big Data Extensions which should support multiple Hadoop distributions and make it seamless for IT to deploy, run and manage Hadoop workloads on one common platform leading to achieve higher utilization, reliability and agility	
17	Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool with optional control over movement of virtual machines like restricting VMs to run on selected physical hosts.	
18	The solution should be able to automate energy efficiency in Distributed Resource Scheduler clusters by continuously optimizing server power consumption within each cluster	



19	Virtualization Software Should support live Virtual Machine migrations across Physical Hosts, between virtual switches, between two different virtualization managers or between servers physically separated over a long distance leading upto 100ms of network latency	
20	Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions. This option should be supported for upto 4 virtual cpu per virtual machine	
21	The solution should be able to create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	
22	Virtualization software should provide network traffic-management controls to allow flexible partitioning of physical NIC bandwidth between different network-traffic types and allow user-defined network resource pools, enabling multi-tenancy deployment, and to bridge virtual and physical infrastructure QoS with per resource pool 802.1 tagging.	
23	The solution should be able to set quality-of-service priorities for storage for guaranteed access to resources	
24	The solution should allow one PCI express (PCIe) adapter to be presented as multiple separate logical devices to the virtual machines which in turn should enable users with the ability to offload I/O processing and reduce network latency	
25	The solution should be able to virtualize server-side flash providing a high performance read cache layer that dramatically lowers application latency	
26	The solution should have support to deliver the full benefits of NVIDIA hardware-accelerated graphics to virtualized solutions	
27	The solution should provide a virtual switch which can span across a virtual datacenter and multiple hosts should be able to connect to it. This in turn will simplify and enhance virtual-machine networking in virtualized environments and enables those environments to use third-party distributed virtual switches	
28	The solution should provide feature which can perform quick, as-needed deployment of additional virtualized hosts. When the service is running, it can push out update images, eliminating patching and the need to schedule patch windows	
29	Virtualization management software console shall provide reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors	



30	Virtualization management software console shall provide capability to monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.	
31	Virtualization management software console should allow cloning of both powered on and powered off virtual machines.	
32	Virtualization management software console shall provide Interactive topology maps to visualize the relationships between physical servers, virtual machines, networks and storage.	
33	Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them.	
34	Virtualization management software should provide a global search function to access the entire inventory of multiple instances of virtualization management server, including virtual machines, hosts, datastores and networks, anywhere from within Virtualization management server.	
35	Virtualization management software should support user role and permission assignment (RBAC)	
36	Virtualization management software should allow you to deploy and export virtual machines, virtual appliances in Open Virtual Machine Format (OVF).	
37	The management solution for hypervisor should provide Single-Sign-On capability which should dramatically simplify administration by allowing users to log in once to access all instances or layers of management without the need for further authentication.	
38	The management should provide Orchestration facility which would simplify installation and configuration of the powerful workflow engine in Management. The workflows should be launched directly from the Web Client itself	
39	Prebuilt operations dashboards to provide realtime insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements and capability to automatically analyze monitoring data to be expressed as health, risk and efficiency measures that enable IT to detect potential issues in the environment more easily	
40	Infrastructure and Operations analytics to eliminate time-consuming problem resolution processes through automated root cause analysis and capacity analytics which helps to provide "What If" scenarios to eliminate the need for spreadsheets, scripts and rules of thumb.self-learning performance analytics and dynamic thresholds which can adapt to the environment to simplify operations management and eliminate false alerts and also provide integrated smart alerts for health, performance and capacity degradation to identify building performance problems before they affect end users	
41	Advanced capacity analytics to allow administrators to optimize VM density and identify capacity shortfalls before they affect end users along with the capacity analytics which can identify over-provisioned resources so they can be right-sized for most efficient use of virtualized resources.	



42	Automated workflow triggers which would let admins associate workflows created in Orchestrator layer with Operations alerts. For example, these workflows can automatically delete old VM snapshots when available capacity falls below a critical threshold or add resources when workload demands are rising above normal. Automated workflows help reduce Mean time to incident (MTTI) and mean time to resolution (MTTR)	
43	8 x 5 Support should be from Original Software OEM	
<b>General Specification for Hypervisor - DR / Replication</b>		
<b>Sr. No.</b>	<b>Specifications</b>	<b>Compliance (Yes / No)</b>
1	The solution should be able to Create and manage recovery plans directly from Virtualization Manager Console and able to automatically discover and display virtual machines protected by either host based replication or storage based replication	
2	The solution should be able to Map virtual machines to appropriate resources on the failover site a. The solution should provide option to customize the shutdown of low-priority virtual machines at the failover site to get more resources or proper utilization of resources" b. The solution should provide option to recover multiple sites into a single shared recovery site c. The solution should be able to automatically stop replication between sites and promotion of replicated storage for recovery	
3	The solution should support the extension of recovery plans with custom scripts and also able to Control access to recovery plans with role-based access control	
4	The solution should be able to receive automatic alerts about possible site failure	
5	The solution should be able to initiate recovery plan execution from virtualization manager with a single click and able to support automated boot of protected virtual machines with pre-specified boot sequence	
6	The solution should be able to manage and monitor execution of recovery plans from virtualization manager and support automated reconfiguration of virtual machine IP addresses at failover site	



7	The solution should be able to automate failback to original production site using original recovery plan and also able to automatically re-protect virtual machines by reversing replication to the original site	
8	The solution should be able to support storage based replication method and Automate execution of recovery testing	
9	The solution should be able to use storage snapshot to perform recovery tests without losing replicated data and also provide multiple point-in-time recovery which will allow reversion to earlier known states	
10	The solution should be able to connect virtual machines to an existing isolated network to avoid impacting production applications while doing a testing	
11	The solution should be able to automate cleanup of testing environments after completing tests	
12	The solution should be able to store, view and export results of test and failover execution from virtualization manager	
13	The solution should be able to automate planned migrations with graceful shutdown of protected virtual machines at the original site thus ensuring zero data loss and application-consistent migrations	
14	The solution should be able to ensure complete replication of virtual machine data in an application-consistent state, prior to initiating migration	
15	It should be able to support true hypervisor-based replication for virtualization platform	
16	It should be able to manage replication directly through virtualization manager, at a granular virtual-machine level	
17	The solution should provide storage-agnostic replication that supports use of low-end storage, including direct-attached storage and also provides host based replication which will replicate only changed blocks to increase network efficiency	
18	The solution should provide support for broad choice of compatible storage arrays and replication products from all major bidders and also able to leverage iSCSI, Fibre Channel or NFS-based storage replication solutions	

## Annexure- FT2

### 2. Specifications for Document Management System

Document Management System (DMS) would form integral part of the solution as the users would be uploading the supporting documents for various purposes on the ACS portal. Documents generated from any module would be stored and handled by Document management system. The DMS should allow personnel to easily store and retrieve data based on the AEP number. The DMS should provide clear metadata for categorization of any document entering the system.

Application users would be provided with provision for official mail to interact with each other at regional level, head-quarters or with external users. It is envisaged that mailing solution would be integrated with the application layer for exchange of information. and it would be possible to move emails to Document Management System.

Requirement ID	Function name	Functional requirement description
ACS_DMS_01	Upload	The system should enable the users to upload the documents at various stages of AEP processing.
ACS_DMS_02		The system should enable the users to check the list of documents uploaded and then submit their application
ACS_DMS_03		The applicant should be able to open and view the documents uploaded before the application submission
ACS_DMS_04		The approving authority should be able to view the set of documents uploaded by the applicant under each application
ACS_DMS_05		Document management should provide the ability to create and administer documents, records and web content via a single user interface that simplifies the administration experience
ACS_DMS_06	Storage & access	The system should have the ability to create folder and categorize documents and other objects related to business processes
ACS_DMS_07		The system should facilitate the role based access to process related documents
ACS_DMS_08		The system should open the documents in a new window and give an option to save the documents in the desktop.
ACS_DMS_09	Archive	The system should archive the documents based on the AEP approval process
ACS_DMS_010		The system should send the documents to the archive folders once the AEP is issued



ACS_DMS_011		The system should automatically run a rule at the end of every day to identify those documents which needs to be sent to the archive folder
ACS_DMS_012	Search	The Airport director should be able to search the relevant documents of the entities registered under their Airport. This system should allow the authorized person of the Airport director to login to the system, enter the Entity/applicant name and find the list of documents submitted against that particular entry
ACS_DMS_013		The RDCOS should be able to view the entire hierarchy of the folders under their Region in which the documents are stored.
ACS_DMS_014		The COSCA should be able to view the hierarchy of the folders of all the Regional Offices.
ACS_DMS_015	E-file management	All hard copy documentary evidences received by regional office for approval and issue of AEP shall be numbered and referenced with AEP no. or application no.

## **2. Content Management System**

Content Management refers to systems used to capture, manage, store, preserve, and deliver content and documents related to an organization and its processes. Content Management solutions enable organizations to manage documents quickly, effortlessly and in a cost effective manner. It should do the following (detailed requirements are provided below):

- CMS solution should integrate with the application and other solution components within the BCAS environment
- Should be able to address both structured and unstructured sources of data
- Should be able to Sorting and filtering of the search results and saved searches
- Should be able to address multiple sources crawling and searching like Databases, File Systems, Content/Document Repositories
- Should be able to Search highlight and collapsible summary of the search items
- Should be able to provide a User friendly and intuitive search interface and dynamic search results
- Should provide rich text editor for content editing and multiple file upload functionality



- System should provide Administration services such as archiving and removal, configuration migration, audit trails and system reports, and back-up and recovery using a web-based user interface
- All the searches should be automatically filtered by user's security privileges
- Support/ interoperable with multiple databases
- Support large volume high speed scans
- Ability to compress scanned images
- Should provide capability to configure Electronics signature
- Should provide capability to generate PDF water marking

Requirement Id	Nature of Requirement	Requirement description
<b>Sub-Module Name: Document / Content Capture</b>		
ECM.REQ.001	Functional Requirement	The system shall have the capability to capture documents in electronic format so that they can be created and stored as electronic records from: <ul style="list-style-type: none"><li>· Standard business application</li><li>· Standard MS office applications</li><li>· e-mail client applications</li><li>· Images created by a document scanning system</li></ul>
ECM.REQ.002	Functional Requirement	The system shall have the capability to support document capture from office applications, including open source software
ECM.REQ.003	Functional Requirement	The system shall have the capability to provide an Application Programming Interface to enable integration with other business applications, so that records of documents generated by operational and 'line-of- business' systems can be captured.  E.g. the system shall have the ability to capture an e-mail message (and attachments if present) from within an e-mail client





ECM.REQ.004	Functional Requirement	The system shall support the capture and creation of any electronic document which can be stored as a single electronic file. Examples include: <ul style="list-style-type: none"><li>· Word processing documents</li><li>· Documents produced by text editors</li><li>· Spreadsheets</li><li>· e-mail messages along with attachments and e- mail receipts</li><li>· Presentations</li><li>· PDF format documents</li><li>· Document images from a scanning system</li></ul>
ECM.REQ.005	Functional Requirement	The system shall have the capability to capture records which are composed of more than one component, retaining a closely bound relationship between all components, so that they are managed as a single record. Examples include: <ul style="list-style-type: none"><li>· Documents related to translation works including the base document and the translated version</li></ul>
ECM.REQ.006	Functional Requirement	Where the system captures records which are constructed of more than one component, it must be able to: <ul style="list-style-type: none"><li>· Capture and create the record in a way that retains the relationship between its constituent components;</li><li>· Retain structural integrity of the record;</li></ul>
ECM.REQ.007	Functional Requirement	The system shall allow users to capture, create and store electronic records in their native format
<b>Sub-Module Name: Document / Content Creation</b>		
ECM.REQ.008	Functional Requirement	The system shall support the process of creation, in which an electronic document is marked as a formal electronic record and is associated with one or more folders directly by an end user
ECM.REQ.009	Functional Requirement	The system shall have the capability to prevent any amendment to the content of any electronic record (which has been created) by any user including an Administrator, if required.



<b>Requirement Id</b>	<b>Nature of Requirement</b>	<b>Requirement description</b>
ECM.REQ.010	Functional Requirement	The system shall support the naming of electronic records, and allow this name to be different from the existing electronic document filename. If the existing filename is taken by default, the system shall allow this name to be amended at the time of creation
ECM.REQ.011	Functional Requirement	The system shall ensure that all electronic records are assigned to at least one folders on completion of creation
ECM.REQ.012	Functional Requirement	The system shall have the capability to allow an electronic record to be assigned to more than one Folder
ECM.REQ.013	Functional Requirement	The system shall not impose, by its own architecture or design, any practical limit on the number of records which can be captured and created into a folder; or on the number of records which can be captured and
ECM.REQ.014	Functional Requirement	The system shall have the capability of relating each assignment of the record, so that a later retrieval of one assignment enables identification and retrieval of all other assignments of that record made at the time of capture, or at a later stage from within the system
ECM.REQ.015	Functional Requirement	The system shall have the capability to alert a user who is attempting to capture and create a document into a folder in which it has already been created
<b>Sub-Module Name: Document / Content Copy</b>		
ECM.REQ.016	Functional Requirement	The system shall allow an electronic record to be re- assigned to another electronic folder or part, and <u>must be capable of restricting this ability to an authorized user</u>
ECM.REQ.017	Functional Requirement	The system shall be able to copy the contents of an existing electronic record, in order to create a new and separate electronic document, while ensuring the original record remains intact



ECM.REQ.018	Functional Requirement	The system shall be able to make a copy of an existing electronic record, which can immediately be allocated to a different folder without change to the contents.
ECM.REQ.019	Functional Requirement	The system shall be able to allow the creation of an extract directly from an originating record while ensuring the original record remains intact.
<b>Requirement Id</b>	<b>Nature of Requirement</b>	<b>Requirement description</b>
ECM.REQ.020	Functional Requirement	The system shall be able to create the extract as a record in its own right.
ECM.REQ.021	Functional Requirement	The system shall be able to automatically record the relationship between one or more extracts and the originating record.
ECM.REQ.022	Functional Requirement	The system shall allow capturing reason for the creation of an extract to be entered with the originating record.
ECM.REQ.023	Functional Requirement	The system shall be able to capture in bulk records exported from other records management and document management systems.
<b>Sub-Module Name: Document / Content Search and Display</b>		
ECM.REQ.024	Functional Requirement	The system shall facilitate for searching, retrieving and displaying electronic records and its content.
ECM.REQ.025	Functional Requirement	The system shall provide a search and display interface to support retrieval and display of folders and records.
ECM.REQ.026	Functional Requirement	The system shall support browsing interface for retrieval and display of folders and records.



ECM.REQ.028	Functional Requirement	The system shall have the capability of searching the full or partial text content of electronic records
ECM.REQ.029	Functional Requirement	The system shall have the capability of constructing searches by combining multiple search criteria
ECM.REQ.030	Functional Requirement	The system shall provide default search options for end users to be configured from the multiple search criteria which is available
ECM.REQ.031	Functional Requirement	The system shall have the capability for defining and storing saved searches, for reuse by end users
ECM.REQ.032	Functional Requirement	The system shall present search results as a list of folders or records meeting search criteria; and must notify the user if the search results in a null
ECM.REQ.033	Functional Requirement	The system shall not allow a user to have access to folders, documents and records by means of any search and retrieval function, where the access controls and protective markings allocated to those folders, documents and records prevent access by that user
ECM.REQ.034	Functional Requirement	The system shall enable the contents of any or all of the folders or records in a set of search results to be directly displayed without requiring a further search, or reentry of data already retrieved



<b>Requirement Id</b>	<b>Nature of Requirement</b>	<b>Requirement description</b>
		data already retrieved
ECM.REQ.035	Functional Requirement	The system shall be able to print all types of electronic records which it is able to capture, and which are printable, in the same manner as they are displayed on screen, without use of 'screen- dumping' or 'snapshots
ECM.REQ.036	Functional Requirement	The system shall allow the initial search results – that is, a list of folders or records – to be printed.
<b>Sub-Module Name: Document / Content Export and Archival</b>		
ECM.REQ.037	Functional Requirement	The system shall be able to export folders along with their constituent electronic records to another content management system
ECM.REQ.038	Functional Requirement	The system shall be able to archive folders along with their constituent electronic records
ECM.REQ.039	Functional Requirement	<p>The system shall be able to export / archive whole electronic folders, and groups of folders, and all associated records in one sequence of operations such that:</p> <ul style="list-style-type: none"><li>· All components of an electronic record, when the record consists of more than one component, are exported / archived as an integral unit. E.g., an e- mail message with associated file attachment</li><li>· All structural links between records, parts and folders are retained</li></ul>
ECM.REQ.040	Functional Requirement	The system shall be able to include a copy of audit trail data that is associated with records, parts and folders as part of the export or archival process
ECM.REQ.041	Functional Requirement	The system shall produce a report detailing any failure completely to export or transfer any element of electronic records, parts and folders



ECM.REQ.042	Functional Requirement	The system shall support a two-stage export or archival process, consisting of: <ul style="list-style-type: none"><li>· Export or archive of qualifying folders, part and records from the system</li><li>· Subsequent destruction of the exported / archived folders, parts and records following confirmation of export / archival</li></ul>
<b>Sub-Module Name: Document / Content Deletion</b>		
ECM.REQ.043	Functional Requirement	The system shall seek confirmation of destruction from an authorized user as a mandatory step in the deletion
ECM.REQ.044	Functional Requirement	The system shall ensure that any function to delete records, parts or folders on an ad hoc basis is
<b>Sub-Module Name: Reporting Activity</b>		
ECM.REQ.046	Functional Requirement	The system shall provide a reporting capability, for Administrators and other authorized users, to provide management and statistical reports on activity and status within the
ECM.REQ.047	Functional Requirement	The system shall be capable of storing standard reports requests and formats, which can be run specifying varying parameters, but without additional design alteration, including parameters for: <ul style="list-style-type: none"><li>· Specific dates and date ranges</li></ul>
ECM.REQ.048	Functional Requirement	The system shall support reporting tools for the provision of statistics on the activities of users within the system, including but not limited to: <ul style="list-style-type: none"><li>· The number of electronic folders created within a given period</li></ul>
<b>Sub-Module Name: Audit Trail</b>		



ECM.REQ.049	Functional Requirement	The system shall be capable of recording information in the audit trail about the following events: <ul style="list-style-type: none"><li>· The date and time of creation of all electronic records</li><li>· Re-location of an electronic record to another electronic folder, identifying both source and destination folders</li><li>· The date and time of a change made to electronic folders</li><li>· Changes made to the allocation of access control markings to an electronic folder, electronic record or user</li><li>· Archival or export actions carried out on an electronic folder</li><li>· Deletion carried out on an electronic folder or electronic record by all users including an Administrator</li></ul>
<b>Sub-Module Name: Interfaces</b>		
ECM.REQ.050	Functional Requirement	The system shall provide interface to: <ul style="list-style-type: none"><li>· One or more low volume, ad hoc, scanning system(s);</li><li>· One or more high volume production scanning system(s).</li></ul>
ECM.REQ.051	Functional Requirement	The system shall provide an interface to one or more image management system(s).
<b>Sub-Module Name: Document Management</b>		
ECM.REQ.052	Functional Requirement	The system shall enable the document management facility using the metadata.
ECM.REQ.053	Functional Requirement	The system shall extract metadata from the document automatically or prompt the user to add metadata.
ECM.REQ.054	Functional Requirement	The system shall enable the resulting extracted text to be used to assist users in locating documents by identifying probable keywords or providing for full text search capability.



ECM.REQ.055	Functional Requirement	The system shall enable users to integrate document management directly into other business applications, so that users can retrieve existing documents directly from the document management system repository, make changes, and save the changed document back to the repository as a new version, all without leaving the application.
ECM.REQ.056	Functional	The system shall use indexing for retrieval of the documents
ECM.REQ.057	Functional Requirement	The system shall enable the rules-based workflow which can allow an administrator to create a rule that dictates the flow of the document through an organization
ECM.REQ.058	Functional Requirement	The system shall enable versioning of document by which documents can be checked in or out of the document management system, allowing users to retrieve previous versions and to continue work from a selected point