



TENDER DESCRIPTION AND TENDER REF. No.

SUPPLY, INSTALLATION, COMMISSIONING &  
MAINTENANCE OF  
“ RAPID PROTO TYPING MACHINE ”  
TERMS & CONDITIONS OF PUBLIC TENDER No. ECIL/ISG/PUR/PT/14-15/02 Dtd 05.11.2014

TENDER SCHEDULE

Approximate estimated value (Rs. lakhs)	800.00
Tender Document Fees (Rs.)	10,000.00 or equivalent Foreign Currency
EMD (Rs. lakhs)	16.00 (Rupees Sixteen lakhs only) or equivalent Foreign Currency
Last Date for seeking clarifications through email	Not later than 15.00 hrs. on 10.11.2014
Date of hosting of clarifications and corrigendum to <a href="http://www.ecil.co.in">www.ecil.co.in</a> , if any	14.11.2014
Due date for submission of bids up to 15.00 hrs on	29.11.2014
Venue for opening of Bid	Conference hall (NID Building), ISG, ECIL, Hyderabad
Date of opening of techno commercial bids at 15.30 hrs on	29.11.2014 (due date)
Time of opening of price bids on the date to be notified to qualified bidders with email notice of 2 days	At 14.00 hrs.



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
1	General Information	1.1. Bidder should submit the Bids in Two-Parts. Part 1. Techno commercial Bid and Part 2. Price Bid.	Noted	
		1.2. Part1 (Techno commercial bid): (i) Tender Document Fees (ii) EMD (iii) Techno Commercial Bid and Part 2(PPrice bid): (iv) Price Bid are to be submitted simultaneously each in <u>four</u> separate sealed covers and super scribed respectively as "Tender Document Fees", "EMD", "TECHNO-COMMERCIAL BID", and 'PRICE BID" on respective covers with Tender No., Date & Due Date and Name of the Bidder.	Complied	
		1.3. All the four sealed covers are to be kept in a separate cover and sealed again, PROMINENTLY super scribing with Tender No. Date & Due Date and Name of the Bidder with contact particulars.	Complied	
		1.4. Envelope containing non-refundable Tender Document Fees will be opened first. If Tender Document Fees is not furnished as per terms herein, the bid will not be evaluated further and will be returned to the bidder.	Noted	
		1.5. If the bid complies with the term on Tender Document Fees, then only the cover superscribed as "EMD" will be opened next. If the EMD is not furnished as per terms herein, Techno Commercial bid will not be opened and the bid in its entirety will be rejected and returned to the bidder, however Tender Document Fees will not be refunded.	Noted	
		1.6. Techno Commercial Bids accompanied by Tender Document fees and EMD will only be processed for evaluation and non compliant bids will be returned to the bidders.	Noted	
		1.7. In any case, including the event of cancellation of the Tender, Tender Document Fees once furnished is non refundable.	Noted	
		1.8. 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. Price bids of unqualified bidders will be returned along with EMD.	Noted	
		1.9. The following bids will be summarily rejected and returned: (i) received after the specified time and due date, whatever be the circumstances	Noted	



ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS  
TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/14-15/02 DTD 05.11.2014

S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		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).		
		1.10. Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date and will be intimated through notification <u>only</u> through website <a href="http://www.ecil.co.in">www.ecil.co.in</a> . The decision of ECIL on extension of due date is final.	Noted	
		1.11. Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno-commercial Bid.	Agreed	
		1.12. Techno commercial bids will be opened in the presence of Bidders who participated and interested to be present.	Noted	
		1.13. Price bids will be opened in the presence of qualified and interested bidders. 2 days' advance email notice will be given to all the qualified bidders as to the venue, date and time of opening price bids. No request for extension of date and time will be entertained.	Noted	
		1.14. During evaluation of techno commercial bids, Bidder should visit ECIL; Hyderabad if called upon, for techno-commercial clarifications, for which purpose the bidder will be given advance email notice with the required clarifications. If the bidder upon such request fails to provide the required technical clarifications either in person or through email/fax within 3 days of such notice, such bids will be evaluated based on the available information. No correspondence /discussion/visits, whatsoever will be entertained on the subject unless specifically called upon by this office after opening the tenders for technical discussion/price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.	Agreed	
		1.15. Bidder should furnish details of contact person with Mobile/ Land Line Telephone Numbers and email ID on the covering letter to the Techno commercial bid.	Complied	
		1.16. 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	Agreed	



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S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		BOM of the Price Bid. Deviations, if any, found in the bid at any time including execution of order when awarded shall be treated as null and void.		
		1.17. Bidders are advised to go through and pursue the Tender document carefully before submitting the bid.	Pursued carefully	
		1.18. ECIL reserves the right to accept the bids in full or in part or cancel the Tender in its entirety, at its sole discretion, without assigning any reasons.	Noted	
		1.19. Any misleading information furnished in the bid will render the bid liable for rejection. The decision of ECIL is final and binding on all the bidders.	Noted	
		1.20. Among the Bidders who are technically qualified and the bidder whose price is lowest as per evaluation criteria herein among such qualified Bidders shall only be treated as lowest Bidder. The decision of ECIL is final and binding on the Bidders.	Agreed	
		1.21. Bids for part BOM will be rejected summarily.	Noted	
		1.22. Authorized and legally competent signatory should sign the bid documents.	Complied	
		1.23. 'Bidder should furnish the Tender document in its entirety duly filling the Bidder's response column against each of the terms, signed and with the seal of the Bidder'. Non compliant bids will be treated as non-responsive and will be rejected.	Complied	
		1.24. Bidder should sign and affix the seal on all pages of the Bid.	Complied	
		1.25. If a bidder furnishes a revised bid before the due date, the later bid only will be considered assuming that the previous bid stands withdrawn, whether or not the bidder confirms in the later bid that the previous bid stands withdrawn.	Noted	
		1.26. Non-refundable Tender document fees of Rs.10,000.00 (Rupees Ten thousand only) or equivalent Foreign Currency should be furnished through crossed demand draft payable at Hyderabad, favoring 'Electronics Corporation of India Limited, Hyderabad'.	Complied	
		1.27. Due date for receipt of bids is up to 15.00 hrs on the due date specified in the tender schedule.	Noted	
		1.28. Techno Commercial Bids will be opened at 15.30hrs on the due date	Noted	



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S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		specified in the tender schedule.		
		1.29. Canvassing in any form will render the bid liable for rejection.	Noted	
		1.30. Clarifications on the tender can be had by the Bidders before the time and date specified in the tender schedule. Requests for clarifications can be addressed to Shri V Kishore Kumar, Technical Manager, Purchase, Tel No. 040 2718 2655, email id: <a href="mailto:igmmgt@ecil.co.in">igmmgt@ecil.co.in</a> (or) Shri E. Amarnath, Sr.DGM, Tel No. 040 2718 2649, Mobile No. 09989692430 email ID <a href="mailto:amarnath_e@ecil.co.in">amarnath_e@ecil.co.in</a> .	Noted	
		1.31. The total bid document should be complied and organized as per the order specified Annexure C9	Noted	
		1.32. Bids should be submitted at the following address with covering letter as per the format " <u>Bidder acceptance &amp; validity of tender</u> " in Annexure C1. Dy. General Manager (Materials) 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:		
		2.1 Scope comprises of supply, Installation, Commissioning and warranty maintenance of Additive manufacturing/Rapid Proto Typing (RPT) Machine and Finishing Touch Smoothing Station as per specifications of Annexure T1 & Annexure T2 respectively. Bidders may also indicate in their bid with unit price (s) for any extra features/options/facilities that are available with the quoted Machines separately.	Noted	
		2.2 The supply of both Additive manufacturing/Rapid Proto Typing Machine and Finishing Touch Smoothing Machine shall be from same Bidder for easy maintenance and compatibility.	Noted	
		2.3 Technical Data and Catalogues, list of International standards to which the equipment confirms along with documentary support shall be provided in the techno commercial bid.	Noted	
		2.4 Bidder should clearly mention in the bid the details of available service centre and service support facilities such as trained main power, spares	Noted	





S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		support etc. in India, during and after warranty period.		
		2.5 Bidder should provide continual technical support for software updates, mechanical, electrical maintenance and spares for 72 months during warranty.	Noted	
		2.6 The bid should cover the total scope in BOM as per Annexure T3 complying to all the specifications in Annexure T1 & Annexure T2. Bids for part scope will be rejected summarily.	Noted	
		2.7 A bidder can tender one bid only. Multiple bids from the same bidder will be rejected summarily.	Noted	
		2.8 Bidder should confirm to provide operation, maintenance manuals, standard tool kit and service tips for the equipments, along with supply.	Complied	
		2.9 The scope of supply should include accessories / devices and special tools to make the equipment operational. If complied, it will be the responsibility of the bidder to provide, if any accessories/devices are required at any subsequent stage of execution.	Agreed	
		2.10 In case, no accessories or devices or special tools are required, the same shall be indicated so. In the absence of response in the bid to this condition, it will be presumed and evaluated that the Bidder agreed to include such accessories and devices and special tools.	Agreed	
		2.11 The following documents shall be furnished as part of Techno Commercial Bid.	Noted	
		A) Tender Document Fees as specified.	Complied	
		B) EMD as specified.	Complied	
		C) Unpriced price bid format, duly signed, and stamped, as per Annexure C2.	Complied	
		D) Bidder should furnish bid acceptance letter as per the format in Annexure C1.	Complied & Furnished	
3	Qualification Criteria	3. Qualification Criteria:		
		3.1. The machine being quoted/ offered should be from the standard range of production of the OEM and the model should be in market for past 2 years. No proto type or development basis machine will be acceptable. Bidder should furnish copies of Purchase orders in support of this clause.	Complied	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		3.2. The Bidder should be a manufacturer/authorized representative of manufacturer who have designed, manufactured, tested and supplied the equipment (s) similar to the type specified in the technical specifications as per Annexure T1 & Annexure T2. The manufacturer's authorization shall be furnished as per Annexure-C4.	Complied	
		3.3. The offered equipment must be of most recent series/models incorporating the latest improvements in design. The offered machine should be in successful operation for at least one year as on date. Bidder should furnish performance certificate from Bidder's customers.	Complied	
		3.4. The machine should be capable of building of product by Proto Typing all STL files that have been generated by Solid Works / Pro-e / Catia /Uni-Graphics or any other commercially popular mechanical 3D CAD software.	Complied	
4	Evaluation Criteria:	4. Evaluation Criteria:		
		4.1. Stage I evaluation: The following is the preliminary criteria for evaluation of the techno commercial bid for qualifying. Documents supporting the criteria should accompany the bid.	Agreed	
		4.2. 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 the bid is furnished by Indian Bidders.	Complied	
		4.3. In the case of foreign Bidders, the Bidder should be registered Company and the copy of the registration should be duly certified by Chamber of Commerce of the Bidder's country.	Complied	
		4.4. Bidder should confirm technical specifications as given in Annexure – T1 & Annexure T2 duly supported by Technical Literature.	Complied	
		4.5. Copies of Excise, VAT, CST, Service Tax Registration, PAN particulars in the case of Indian Bidders.	Complied	
		4.6. Bidder should furnish Part No/ Model No, Make/Brand and relevant technical literature in support of compliance, referring to corresponding specifications Annexures T1 & T2.	Complied	
		4.7. Bidder should have a valid ISO Certification. Copy of valid certificate by	Complied	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		the accredited agency should be furnished.		
		4.8. In the case of Indian Bidder, Bidder should have solvency for a minimum amount of Rs. 100 Lakhs. Certificate from a Scheduled Bank of repute issued after the date of the tender should accompany the techno commercial bid. The certificate should indicate the name, contact no. and email id of the issuing Signatory of the Bank.	Complied	
		4.9. Bidder should have average annual financial turnover of Rs.240.00 Lakhs during preceding 3 financial years ending March 2014, in case of Indian bidder. In case foreign bidder, should have average turnover equivalent to Rs 240.00 lakhs. Audited balance sheets, IT Returns and P&L account for 3 preceding financial years should be furnished.	Complied	
		4.10. Experience of having successfully completed works during last 7 years ending last day of month previous to one in which Tenders are invited should be either of the following, Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs.320.00 Lakhs or equivalent FE, or Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs.400.00 Lakhs or equivalent FE, or One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 640.00 Lakhs or equivalent FE. Copies of purchase orders and completion certificates shall be furnished in support of above.	Complied	
		4.11. Bidder should furnish notarized affidavit on non-judicial stamp paper 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	





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		(Italicized text should form content of the affidavit).		
		4.12. Ink signed manufacturer's authorization certificate as per Annexure C4 from OEMs shall be furnished, when the bidder is not the OEM. If the Bidder is OEM, self certification should be furnished.	Complied	
		4.13. Authorization: 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 multiple authorizations to their channel partners/distributors etc. OEM & its partner cannot participate in the tender together and if participated such bids of the OEM & its partner(s)/ distributor(s) etc will be rejected summarily.	Complied.	
5	Price Evaluation Criteria	<u>Stage II evaluation - Prices:</u> Bidder should quote for all the items indicated in the unpriced price bid format and price bid format C1 & C2. Scope cannot be split and L1 will be based on the prices of quoted for the scope of part I. i.e., (RPT Machine only)	Complied	
6	Validity	Bids shall be valid for a minimum period of 60 days from the due date of submission of Tender. Bids with conditions/riders such as 'subject to' will be rejected summarily.	Complied	
7	Delivery Schedule	7.0 Delivery Schedule		
		7.1. Delivery of the ordered equipment should be completed within 14 weeks from the date of email transmission of Tender Acceptance in SINGLE LOT. Equipment shall be delivered at ECIL, Hyderabad in the case of Indian Suppliers. Delivery period includes successful completion of SAT.	Complied	
		7.2. In the case of foreign suppliers, the delivery shall be within 12 weeks from the date of award of Tender Acceptance including inspection/ time for conducting FAT.	Agreed	
		7.3. Delivery period includes the time required for furnishing the end user information by ECIL for applying for export License, if required and excludes the time for getting export permission from the Government of the Bidder's country. However Bidder should indicate the time required for obtaining License from the date of filing Export application with their Government. Also Bidder should furnish copy of the application as filed with their Government for permission and copy of Export License as	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		received.		
		7.4. Machines shall be installed and SAT shall be conducted within 15 working days from the date of email notice from ECIL for which purpose ECIL will provide 15 days notice in advance including inspection/ time for conducting SAT i.e. SAT shall be completed within 30 days from the date of email notice subject to ECIL providing all the facilities for installation of the Machine.	Agreed	
8	Export License & End use certificate	8.0 Export License & End use certificate		
		8.1 The Bidder is responsible for obtaining Export License, if required, from the country of origin of the Machine along with the technical bid, the Bidder should indicate the requirement of Export License and time frame for obtaining such License. Format of the end use certificate shall accompany technical bid. Hence Bidders should quote in their the delivery schedule keeping in view the time frame required for obtaining License.	Agreed	
		8.2 Bidder should furnish a sample format of end use certificate, if it is required to be furnished by ECIL for obtaining export License or for any other purposes. ECIL reserves the right to answer or not to include the confidential data related to end usage. ECIL will provide only such information that can be disclosed for the purpose of end usage satisfaction.	Agreed	
9	Inspection	9.0 Inspection		
		9.1 Factory Acceptance Test procedure shall be as per Annexure T4. Also Bidders can furnish their standard FAT procedure. ECIL will furnish the approved FAT after reviewing ECIL's procedure and as well as the standard procedure furnished by Bidder, which be provided along Purchase Order. Based on mutual acceptance/approved FAT procedure. i.e. tests to be carried out at OEM's premises shall be as per Annexures T4/mutually accepted/approved FAT procedure at no extra cost. The FAT will be conducted by ECIL engineers / its representative at OEM's Factory.	Agreed	
		9.2 Bidder should undertake to furnish Quality Acceptance Procedure (QAP), all	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		the test certificates with data sheets relevant to the materials/ bought out items used in the manufacturing of Machine. ECIL at its option may present during inspection of such materials required for manufacturing the Machine.		
		9.3 ECIL at its option may conduct FAT before dispatch at OEM's factory and also inspect the machine at ECIL after receipt of material. Bidder should undertake to bear the costs of travel and accommodation of ECIL engineers and its representative. In case ECIL or its representative fails to turn up for conducting FAT at OEM's premises, Bidder should undertake to return/refund the expenditure factored in their bids for travel, boarding, & accommodation. Bidders are advised to indicate the expenses for travel and accommodation per day for 2 persons separately in their bids for minimum period of 5 working days and maximum of 10 working days.	Agreed	
		9.4 Supplier should provide advance email notice of 15 days immediately after manufacturing of the Machine along with FAT report as accepted mutually for review by ECIL and its representative. ECIL Engineer/representatives at its option may conduct FAT within 30 days from the date of Bidder's notice. Machine shall be dispatched only after acceptance of FAT and dispatch clearance by ECIL's engineers. If ECIL decides to conduct FAT at OEM's premises, and if any delay occurs attributable to ECIL, the delivery period will be extended by equal no. of days of delay. In any case final inspection will be carried out at ECIL after its receipt at ECIL, whose decision on acceptance or otherwise is final and binding on the Bidder. Acceptance or otherwise of the delivered equipment will be communicated within 2 weeks from the date of delivery. Bidder should note that the goods shall be dispatched only after dispatch clearance.	Agreed	
		9.5 If the goods are rejected during FAT due to non compliance to specifications as indicated in Annexure T1 & T2, Bidder should undertake to replace the goods or make alterations necessary to meet the specifications at free of cost within 4 working days and should offer for re FAT. Final accepted FAT report and dispatch clearance shall form part of negotiable document for releasing payment.	Agreed	
		9.6 Bidder should undertake to get all necessary permissions from OEM or	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		any 3 <sup>rd</sup> party for conducting FAT for a minimum of 2 of ECIL/its representatives.		
		9.7 In case of rejection of any equipment, the bidder should undertake to provide free replacement within two week from the date of email notice, with all associated costs borne by the bidder for delivery of replacement of equipment and collection of rejected equipment. Rejected equipment, if not collected within one week of delivering replacements, will be retained by ECIL solely at the risk of the bidder.	Agreed	
		9.8 The system shall not be prone to damage during power failures and trip outs. The normal voltage & frequency conditions available at site/ECIL are 230V single phase or 415V for 3 phase with +/-10% and 50Hz with +/-1.5Hz respectively	Complied	
		9.9 ECIL will make the site ready for conducting Site Acceptance Test (SAT). The materials/equipment or related works, facilities required such as (a) Air conditioning/humidity control system requirements, (b) Venting and drain point requirement for smoothing station if necessary, (c) Equipment size allowance space around the system (d) Power requirements & compressed air and compressor specifications if required (e) System or computer specifications to run the software for processing STL (f) LAN Network details (g) Space necessary to install the system and the layout for site preparation for installation shall be indicated to keep the machine in working condition and continuous usage. Bidder shall also indicate any additional requirements/facilities, if required, over and above indicated facilities. The SAT procedure is as per Annexure T5 . All the relevant raw materials required to build the parts shall be the scope of Bidder.	Agreed	
		9.10 Demonstration of build process and the parts accuracy shall be inspected by ECIL/its representative by Proto Typing 4 samples of each part at ECIL.	Agreed	
		9.11 The machine should be capable of building of product by Proto Typing all STL files that have been generated by Solid Works / Pro-e / Catia / Uni-Graphics or any other commercially popular mechanical 3D CAD software.	Agreed	
		9.12 Successful conduct and conclusion of Site Acceptance Tests as per SAT	Agreed	





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		procedure Annexure C11 and shall be the sole responsibility of the bidder with no extra cost. Bidder should furnish site acceptance signed mutually by Bidder & ECIL/its representative, which will be the essential document for releasing the final payment of 25%.		
		9.13 In the event of goods failing to pass the SAT, Bidder will be given a period not exceeding four weeks i.e. 28 days from the date of reporting of rejection and rectify the defects and should prove the SAT successfully. If Bidder fails to prove SAT successfully in the 2 <sup>nd</sup> instance also, the Bidder should undertake to replace the machine and should bear all the costs associated with re-export of Machine from Hyderabad, India and export to ECIL, Hyderabad, India including customs Duty if any payable and logistic expenses. In such event ECIL will provide documentary support only.	Agreed	
10	Packing	10 Packing		
		10.1 Bidder shall provide standard packing of the material/equipment to prevent damage/deterioration during transit to the final destination specified.	Agreed	
		10.2 Packing shall withstand without limitation rough handling at Air Ports/Customs Ports during transit, trans-shipment and exposure to extreme temperatures, salt and precipitation during transit and open storage.	Agreed	
		10.3 Packing case sizes and weights shall be taken into consideration, where appropriate, based on remoteness of the goods to final destination and the absence of heavy handling facilities at all points in transit.	Agreed	
		10.4 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	
		10.5 Packing so provided shall be reusable for repacking of the same material/ equipment. Packing should be eco-friendly and sea/air worthy and should withstand all associated hazards during transit and handling.	Agreed	
11	End of life policy	11 End of life policy		
		11.1 Bidder shall include declaration, clarifying the end of life of the system	Agreed	





S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		being quoted or intended to quote to ECIL by OEM in the " manufacturer's Authorization Certificate at Annexure C4 ".		
		11.2 Bidder should undertake to take up Service contracts for a period of 8 years from the date of discontinuation of product if ECIL opts for awarding such service contract. An official intimation on discontinuation of product shall be communicated to ECIL by OEM.	Agreed	
		11.3 Bidder should undertake to make availability of spares for a period of at least eight years, beyond product discontinuation/End of Life.	Agreed	
12	Onsite warranty and post warranty spares /service support	12 Onsite warranty and post warranty spares /service support		
		12.1 Bidder should provide warranty at ECIL, Hyderabad, India for a period of 72 months from NBD of acceptance of SAT.	Agreed	
		12.2 Bidder should provide Warranty Certificate as per format in Annexure C7.	Agreed	
		12.3 Price Protection for consumables through Long Term Business Agreement	Agreed	
		12.4 Bidder should agree to have long term agreement with ECIL for any purchases by ECIL if it involves continuous dependency on the OEM for consumables, accessories, spares, AMC renewals etc., in order that workflow will not affect and price variation will burden the usage of machine.	Agreed	
		12.5 Bidders are advised to indicate the prices for an indicative load of one year initially and other details as per Annexure C8 and agree to sign a long term agreement if ECIL opts for such agreement valid for at least 6 years from the date of equipment purchase if Purchase Order is awarded.	Agreed	
		12.6 In case of breakdown/malfunctioning during warranty period, the Bidder should undertake to repair/replace the faulty equipment within one week	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		from the time of email notice (i.e. one day for response and 6 days for restoration). Bidder should ensure spares for warranty compliance.		
		12.7 ECIL will levy penalty @ Rs.5000.00 per day for the system not restored within 7 days subject to maximum penalty of Rs.50,000.00. If Bidder fails to restore even during the penalty period, BG will be invoked including invoking risk purchase.	Agreed	
		12.8 Bidder should confirm to provide spares for a continuous period of 8 years post of warranty.	Agreed	
13	A Training	13 Training		
		13.1 Bidder should undertake to train 2 ECIL engineers/their representatives for a minimum period of 5 working days and maximum of 10 days on all aspects of equipment at OEM's works, like functioning, installation, testing, commissioning, trouble shooting, system operation, maintenance and repair.	Agreed	
14	Dispatch Documentation	14 The following documents shall be furnished:		
		14.1 <u>Foreign Bidders Documents for releasing 1<sup>st</sup> stage payment</u> a) Ink signed Commercial Invoice in FE in triplicate drawn on "Dy. General Manager, ISG, Electronics Corporation of India Limited, ECIL (post), Hyderabad-500 062" b) Packing slip c) Certificate of Country of origin duly certified by Chamber of Commerce d) Bill of Lading as proof of dispatch of goods e) FAT acceptance Certificate including dispatch clearance duly signed by ECIL's Engineer and its representatives as per Annexure C10. f) Certificate of Conformance as per Annexure T6 g) Operation, Maintenance and service manuals in English h) Certificate as to the date of applying for Export License and date of receipt of Export License supported by copies of Export License application and Export Permission, if Export permission is required i) Liquidated Damages certificate issued by Dy. General Manager	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		<p>(Materials) as to the quantum, if any leviable</p> <p>14.2 <u>Documents for releasing 2nd stage payment</u></p> <p>a) Claim for 25% of the invoice value</p> <p>b) Successful SAT Acceptance Certificate &amp; Commissioning Certificate issued by ECIL's Engineer or its representative</p> <p>14.3 <u>Indian Bidders</u></p> <p><u>Documents for releasing 1<sup>st</sup> stage payment</u></p> <p>a) Ink signed Commercial Invoice in INR in triplicate drawn on "Dy. General Manager, ISG, Electronics Corporation of India Limited, ECIL (post), Hyderabad-500 062"</p> <p>b) Packing slip</p> <p>c) Certificate of Country of origin duly certified by Chamber of Commerce</p> <p>d) FAT acceptance Certificate including dispatch advice as per Annexure C10 duly signed by ECIL's Engineer and its representatives.</p> <p>e) Certificate of Conformance as per Annexure T6</p> <p>f) Operation, Maintenance and service manuals in English</p> <p>g) Certificate as to the date of applying for Export License and date of receipt of Export License supported by copies of Export License application and Export Permission, if Export permission is required</p> <p>h) Liquidated Damages certificate issued by Dy. General Manager (Materials) as to the quantum, if any leviable</p> <p>14.4 <u>Documents for releasing 2nd stage payment</u></p> <p>a) Claim for 25% of the invoice value</p> <p>b) Successful SAT Acceptance Certificate &amp; Commissioning Certificate issued by ECIL's Engineer or its representative as per C11</p>		
		14.5 Every invoice shall indicate Serial No. of PO, Description, Unit, Quantity, and Unit Rate, strictly as per Purchase order.	Agreed	
		14.6 Financial loss to ECIL due to non-compliance of above requirements shall be to the account of Bidder. ECIL will not be responsible for delay in	Agreed	



ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS  
TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/14-15/02 DTD 05.11.2014

S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		payment due to noncompliance invoices of bidder.		
15	Prices	15 Prices		
		15.1 Un priced price bid format as per Annexure C2 should form part of Techno-commercial Bid. Bidder should fill all the columns except price in the un priced price format Annexure C2. Any deviation shall make the bid liable for rejection. In the case of foreign Bidders, the prices quoted in FE will be converted in to INR at exchange rates of State Bank of India, Hyderabad prevailing on the date of price bid opening for the purpose of evaluation of prices.	Complied	
		15.2 Bidders should submit the offer indicating clearly Basic price against each line of the BOM in the price bid format as per Annexure T3.	Complied	
		15.3 Prices should be indicated both in figures and words in the Price Bid format Annexure C3.	Complied	
		15.4 Bidder shall note that in case of disagreement in rates and prices and between words and figures, the lesser/least of the values only will be considered for the purpose of evaluation which shall be binding on the bidder.	Agreed	
		15.5 Prices shall be quoted for 'Free Delivery, ECIL, Hyderabad' and should include all charges towards packing, forwarding, freight, transit insurance, unloading and other incidentals if any etc in the case of Indian Bidders.	Complied	
		15.6 Price shall be quoted in Foreign Currency in the case of foreign Bidders.	Complied	
		15.7 Foreign Bidders should quote the price either on FOB, nearest Sea port basis or Ex-works basis.	Complied	
		15.8 Prices shall remain firm till execution of the order/contract, as per terms hereunder.	Agreed	
16	Negotiations	16 Negotiations		
		16.1 Negotiations will not be conducted with Bidders as a matter of routine. However, ECIL reserves the right to conduct negotiation with L1. Hence, Bidders are advised to quote competitive prices considering the fact that price negotiations, if any, will be held only with the techno-commercially qualified lowest Bidder.	Agreed	
17	Liquidated	17 Liquidated Damages (LD)		



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
	Damages (LD)			
		17.1 Supply: LD will be levied and recovered @ 0.5% per week of delay or part there of subject to a maximum of 5% of the value of 1 <sup>st</sup> stage payment, when the Bidder fails to deliver the ordered goods within the agreed delivery schedule. Date of delivery at ECIL, Hyderabad shall be the basis for the purpose of arriving at LD, if any, in the case of Indian suppliers and date of Bill of Lading shall be the date of discharge of delivery obligation for Foreign suppliers for reckoning LD.	Agreed	
		17.2 Installation & SAT: LD will be levied @ 0.5% per week or part there of subject to a maximum of 5% of the value payable after completion of SAT, i.e. on the value of 2 <sup>nd</sup> stage payment, if SAT is not completed as per the agreed schedule	Agreed	
		17.3 Delayed supplies or delayed installation attributable to ECIL or attributable to export permissions will be condoned.	Agreed	
		17.4 Compliance to LD is mandatory.	Agreed	
18	Terms of payment	18 Terms of payment		
		18.1 Foreign Suppliers a) Letter of Credit (LC) will be established for 100% of the value of the invoice. All Bank charges for opening of Letter of Credit within India to ECIL's account and outside India to beneficiary's account. b) 1 <sup>st</sup> stage payment: 75% of the value of the order will be made within 90 days from the date of Bill of Lading through LC. c) 2 <sup>nd</sup> stage payment: 25% of the value of order will be made within 60 days from the date of proving SAT	Agreed	
		18.2 Indian Suppliers a) 1 <sup>st</sup> stage payment: 75% of the value including taxes of the invoice will be paid within 90 days from the date of delivery of the material at stores. b) 2 <sup>nd</sup> stage payment: 25% of the value of invoice will be made within 60 days from the date of proving SAT.		
		18.3 All payments will be released from ECIL, Hyderabad	Noted	





S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		18.4 No advance payments will be made. No Letter of Credit for INR payments will be entertained.	Agreed	
		18.5 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	
		18.6 Bids with advance payment/INR Letter of Credits condition will be rejected summarily.	Agreed	
19	Performance cum Warranty Bank Guarantee (PBG)	19 Performance cum Warranty Bank Guarantee (PBG)		
		19.1 Bidder should undertake to furnish PBG within 15 days from the date of notification of Tender Acceptance from ECIL through email. Formal PO will be awarded only upon receipt of PBG. 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 LD and invoke Risk Purchase Clause, without further notice.	Agreed	
		19.2 In the case of Indian suppliers, the PBG should be for 10% of the value to be specified in Tender Acceptance as per format in Annexure C5 valid for 76 months from the date of issue, with additional claim period of one month to cover the bidder's obligations on performance on the PO and warranty. The PBG should be from a Scheduled Bank of repute and shall be extended from time to time, within 7 days of email notice, to cover intended obligations as demanded by ECIL; failing which ECIL reserves the right to invoke the PBG.	Agreed	
		19.3 For foreign suppliers, the PBG should be for 10% of the value to be specified in Tender Acceptance as per format in Annexure C5 valid for 76 months from the date of issue, with additional claim period of one month to cover the bidder's obligations on performance on the PO and warranty. The PBG should be from a Bank of international repute with association of any scheduled Bank in India and shall be extended from time to time, within 10 days of email notice, to cover intended obligations as	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		demanded by ECIL; failing which ECIL reserves the right to invoke the PBG.		
		19.4 In the event of Bidder's failure to discharge Bidder's obligations as per the terms and conditions of PO including performance and warranty, all the costs incurred by ECIL will be recovered through encashment of PBG and any other means available to ECIL. Compliance to this clause is Mandatory.	Agreed	
20	Arbitration	20 Arbitration		
		20.1 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 to as per the Provisions Arbitration & Conciliation Act of Indian Council of Arbitration.	Agreed	
		20.2 The venue for Arbitration proceedings shall be at Hyderabad.	Agreed	
		20.3 Cost of arbitration proceedings shall be shared equally by the contending parties.	Agreed	
		20.4 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	Agreed	
21	Shortages/ Damages	21 Shortages/ Damages		
		21.1 In the event of shortage / damage noticed upon receipt and opening of packages at ECIL Stores, Hyderabad, all such shortages or damages shall be made good by the bidder within 15 working days from the date of reporting, free of all charges.	Agreed	
22	Assignment	22 The bidder should undertake not to assign any of the obligations of the purchase order when awarded, to any third party or agency, either in whole or in part, except with prior written consent of ECIL.	Agreed	
23	Amalgamation/ Acquisition	23. Amalgamation/Acquisition		
		23.1. The bidder should undertake that in the event of OEM/Bidder proposes	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		for amalgamation, acquisition or sale of its business to any firm during the contract period, the buyer or successor of the principal company are liable for execution of the contract and also fulfillment of contractual obligations in its entirety.		
		23.2. Also bidder should undertake to provide advance notice in the event of such amalgamation/acquisitions and furnish all necessary documents of such amalgamation/acquisitions.	Agreed	
24	Earnest Money Deposit (EMD)	24. Earnest Money Deposit (EMD)		
		24.1 Techno-commercial Bid shall accompany interest-free EMD for Rs. 16,00,000.00 or US\$ _____ (Rupees Sixteen Lakhs only or US Dollar _____ as the case may be) in the form of Bank Guarantee from a Scheduled Bank of repute in the case of Indian suppliers or from the Bank of international repute in association with any scheduled Bank in India, strictly as per format in Annexure C6, valid for 60 days from the due date for submission of bids on the Tender with additional claim period of 15 days.	Complied	
		24.2 EMD Bank Guarantee should be put in a separate sealed cover, super scribed as "EMD" indicating Tender No. & Date.	Complied	
		24.3 EMD will be returned to the un-successful Bidder within 2 weeks from the date of award of Purchase Order. EMD will be returned to successful Bidder upon furnishing PBG after award of Tender Acceptance. As part of Techno Commercial Bid, Bidder should furnish name of the Bank, Branch, Type of Account and Account No. IFS Code of the bank for return of EMD or any other payments.	Noted	
		24.4 If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, Bidder will forfeit the EMD submitted.	Agreed	
		24.5 Furnishing of EMD as above is mandatory.	Agreed	
25	Risk Purchase	25. Risk Purchase		
		25.1 In the event of Bidder's failure to deliver the ordered goods within the	Agreed	



S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		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 and/or by invocation of Bank Guarantee/s and/or through other means of law.		
		25.2 ECIL reserves the right to invoke Risk Purchase Clause, without further notice, when (i) the bidder fails to furnish PBG as specified upon award of Tender Acceptance (ii) the bidder fails to deliver the equipment as per agreed specifications and delivery or (iii) when the LD reaches maximum or (iv) when the Bidder fails, to comply with agreed service levels as specified in the warrantee clause during the warranty period.	Agreed	
		25.3 Bidder should not advertise or publicize through media on the scope and execution of the purchase order, when awarded. ECIL reserves the right to prosecute and/or claim damages for non-compliance.	Agreed	
26	Termination Clause	26. ECIL reserves the right to cancel the purchase order in part or in full if the bidder (i) fails to supply the equipment as per the agreed specifications or (ii) if the delay in delivery of supplies is attributable to supplier other than Force Majeure beyond any agreed delivery extensions or (iii) if the bidder is declared bankrupt or insolvent.	Agreed	
27	Force Majeure	27 Force Majeure		
		27.1 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, either the contract period will be extended accordingly or notify in writing to ECIL, the beginning and cessation of the above circumstances, not later than 10 days from the date of beginning.	Agreed	



ELECTRONICS CORPORATION OF INDIA LIMITED - INSTRUMENTS & SECURITY SYSTEMS GROUP – MATERIALS  
TERMS & CONDITIONS OF PUBLIC TENDER NO: ECIL/ISG/PUR/PT/14-15/02 DTD 05.11.2014

S. No	Term	Condition	Compliance required	Bidder's response (Yes/ No) Deviations/notes /Remarks if any
		27.2 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	
28	Part 2: Price Bid	28 Part 2: Price Bid		
		28.1 Indian Bidders: Basic Prices should be offered in INR in the case of Indian suppliers as per the Annexure C3 against each line entry of the BOM, on FOR basis, ECIL, Hyderabad, inclusive of packing, forwarding, freight, insurance, unloading at ECIL, Hyderabad and including all other incidentals, as per price bid format in Annexure C3.	Complied	
		28.2 Foreign Bidders: Basic Prices should be offered in Foreign Exchange in the case of Foreign Bidders as per Annexure C3 against each line entry of the BOM, on FOB, Nearest Sea Port inclusive of packing, forwarding to ECIL's freight forwarder or Ex-works basis including packing, as per price bid format in Annexure C3.	Complied	
		28.3 The Price Bid should contain only price information; and shall not contain any other term, condition or note(s).	Complied	
		28.4 Additional terms, conditions, notes, remarks etc if any in the priced price bid will be summarily ignored.	Agreed	

for ELECTRONICS CORPORATION OF INDIA LIMITED

TECHNICAL MANAGER (PURCHASE)





ANNEXURE T1  
Technical Specification for RPT System

Clause No.	Heading	Description	Compliance required (mandatory/Desirable)	Bidder's response (Yes/No) Deviations/notes/Remarks if any
1	Technology	Additive Manufacturing/ Rapid Proto Typing System capable of producing physical models & assemblies to check fitment, form, ergonomics & Visualization that can produce forming tools, jigs and fixtures, investment Casting patterns etc., through temperature controlled filament extrusion for uniform layering/deposition process. Based on the technology that does not involve human exposure to any form of solvents/resins/powders/hazardous chemicals etc.	mandatory	
2	Built Size	Across XYZ at least 600 x 450 x 500 mm	mandatory	
3	Materials	It should be capable of handling Industrial grade thermoplastics like ABS / ABS-Static dissipative / PC / PC-ABS / Nylon which are strong, durable.	mandatory	
4	Layer/ material deposition Thickness	0.20 mm or better	mandatory	
5	Pre & Post processing Software	Processing software should accept STL file format as input. Automatic pre-processing, slicing, support generation, part packing/ nesting/custom & standard/spare build generation for printing parts. Software has to be bundled with RPT system and supplied	mandatory	
6	Facility Requirements	Machine Compatible of working in office environment setup with no special requirements.	mandatory	



7	Network Connectivity	TCP/IP 10/100 base T connection Ethernet Protocol	mandatory	
8	Workstation Compatibility	Microsoft Windows 7 or latest	mandatory	
9	Operator	Easy to use and hands free to maximum possibility. Unattended lights out operation with limited human intervention for job start & stop.	mandatory	
10	Accuracy of part build	Parts should be produced on all 3 dimensions with an accuracy of $\pm 0.0015$ per mm or better	mandatory	
11	Warranty	6 Years Comprehensive warranty after manufacturer's warranty (72 Months).	mandatory	

Specifications: Materials & application (Contd...)

1. Material used should be strong & durable thermoplastic for fit form and functional testing.
2. Material should be capable of producing complex parts.
3. Material should have anti-static or static dissipative properties for electronic enclosures.
4. Material should come in multiple colour options.
5. Parts build in the material should be capable of being used as pattern for sand & investment casting applications.
6. Materials to have a shelf life of at least 24 months from the date of supply.
7. Capability to have metal inserts as part of the build for additional strength requirements.
8. Ability to process high strength thermoplastics material.

Specification: Software and Process (Contd...)

1. Software should be capable of:
  - a) Automatic pre-processing with slicing
  - b) Support generation
  - c) Part packing and nesting
  - d) Custom & standard sparse builds



- e) Slice edit feature to fix bad STL files
  - f) Capability to section large parts with feature alignment options
  - g) Capable of processing STL files generated from reverse engineering processes
2. Machine and the process have to be clean and non-dusty and which can be installed in a design office setup.
  3. The process has to be safe and should not emit harmful radiation, hazardous less or toxic fumes.
  4. The material has to be eco-friendly and completely recyclable.
  5. The wastage (if any) has to be non-hazardous and should not require any special procedures/treatments for disposal.
  6. Operator intervention to be minimal and has be unattended lights out operation.



ANNEXURE T2  
Technical Specifications for Surface Smoothing Station (as Option)

Clause No.	Heading	Description	Compliance required (mandatory/Desirable)	Bidder's response (Yes/No) Deviations/ notes/Remarks if any
1	Technology	Semi-automated processes that improve the surface finish of thermoplastic parts to near injection moulded quality finish without the labor and cost associated with traditional manual finishing techniques.	mandatory	
2	Chamber Size	At least LBH of 300 x 400 x 500 mm	mandatory	
3	Materials	Thermoplastics of RPT system compatible ABS variants	mandatory	
4	Smoothing Media	Smoothing Station Fluid (SSF) from micro care or equivalent.	mandatory	
5	Toxicity	Non-toxic process and materials	mandatory	
6	Facility Requirements	Not less than 100 mm exhaust to outside area Maximum room temperature of 85deg.F Minimum room humidity of 85% RH	mandatory	
7	Operator	Intermittent operator attendance to expose parts	mandatory	
8	Additional Requirements	Compressed Air not less than 5 CFM @ 30 psi	mandatory	
9	Warranty	6 Years Comprehensive warranty after manufacturer's warranty (72 Months).	mandatory	



ANNEXURE T3  
BILL OF MATERIAL

<u>PART</u>	<u>S.No.</u>	<u>DESCRIPTION</u>
<u>I</u>	1	Description of the quoted RPT System in detail with all the by default features and with warranty of six years with specifications as per Annexure T1
	2	All the suggested/required consumables/accessories for building the part for the quoted RPT machine
	3	Special Features/Options/Facilities
<u>II</u>	1	Description of the quoted smoothing machine in detail with all the by-default features and with warranty of 6 years with specifications as per Annexure T2
	2	All the suggested/required consumables/accessories for the quoted smoothing machine
	3	Special Features/Options/Facilities





ANNEXURE T4  
FACTORY ACCEPTANCE TEST PROCEDURE

The FAT will be done at Manufacturing premises as per Annexure –T1,

- The supplying Machine is to be based on Additive manufacturing technology without involving human involvement while building a proto typing part as stated in clause-1.
- The built size of proto typing part will be tested as stated in clause-2.
- The capability of handling industrial grade thermo plastic materials will be tested by building prototype part with various materials as stated in clause-3.
- The layer deposition should be tested as stated in clause-4.
- Pre & post processing software capabilities will be checked as stated in clause-5.
- Network connectivity's and operating system capabilities of the machine will be checked as stated in clause-7&8.
- Accuracy of the build part in all the three directions will be checked as stated in clause-10.
- The build parts/models and file formats are as decided/suggested by ECIL with mutual concern.
- During FAT, consumption of raw materials for test of at least four built parts are in supplier's scope.
- Quality Acceptance Procedure (QAP)



ANNEXURE T5  
SITE ACCEPTANCE TEST PROCEDURE

The SAT will be done at ECIL premises as per Annexure –T1,

- The supplying Machine is to be based on Additive manufacturing technology without involving human involvement while building a proto typing part as stated in clause-1.
- The built size of proto typing part will be tested as stated in clause-2.
- The capability of handling industrial grade thermo plastic materials will be tested by building prototype part with various materials as stated in clause-3.
- The layer deposition should be tested as stated in clause-4.
- Pre & post processing software capabilities will be checked as stated in clause-5.
- Network connectivity's and operating system capabilities of the machine will be checked as stated in clause-7&8.
- Accuracy of the build part in all the three directions will be checked as stated in clause-10.
- The build parts/models and file formats are as decided/suggested by ECIL with mutual concern.
- During SAT, consumption of raw materials for test of at least four built parts are in supplier's scope.

In order to check the consistency and repeatability of the parts built during FAT are to be repeated once again at installed site also



ANNEXURE T6  
CERTIFICATE of CONFORMANCE (CoC)

This is to certify that the basic raw materials, processes, and workmanship used in manufacture of \_\_\_\_\_ (name of the Machine) and supplied vide our Invoice No. \_\_\_\_\_ Dtd \_\_\_\_\_ against ECIL's Purchase Order No. \_\_\_\_\_ Dtd \_\_\_\_\_ are in accordance with the specifications of the said Purchase Order and conform to the applicable specifications as per relevant standards. Traceability reports and verification of test results for the said supplies can be pursued at our works at all reasonable times.

Signature of Head, QA, with date:  
Office Seal:



ANNEXURE C1  
BIDDER'S ACCEPTANCE & VALIDITY OF THE TENDER

To,

The Deputy General manager,  
Material Management,  
Instruments & security systems group,  
ECIL, Hyderabad

I/We agree to furnish required supplies/services as detailed in the techno commercial bid as per Annexure T1 & Annexure T2 abiding by the qualification criteria mentioned under Clause No. 3 and complying the specific terms & conditions and qualification criteria under Inspection Clause No.9 mentioned thereof if any or such portions may specify in the acceptance of tender/supply order at the prices given in the price bid in accordance with the general terms & conditions of ECIL governing the contract/supply order enclosed hereto duly accepted on receipt of order for the same.

I/We agree to hold this offer open until \_\_\_\_\_ and shall be bound to supply, install, commission and warrantee of the equipment and dispatch the same within the specified period.

I/We agree to supply, install, commission and warrantee of the equipment and complete the whole of the work and hand over to ECIL within the period of \_\_\_\_\_ weeks from the date of receipt of intimation from you regarding acceptance of this/receipt of this order and site readiness.

Date:  
Station:  
Name & Address:

( \_\_\_\_\_ )  
Signature of Tender  
with office stamp

Date:  
Station:  
Name & Address:

( \_\_\_\_\_ )  
Signature of Witness  
with office stamp



ANNEXURE – C2  
UN PRICED PRICE BID FORMAT

	S No.	Description	Qty	Make & Model	Instruction to bidder
PART I	1	Description of the quoted RPT System in detail with all the by-default features and with warranty of six years in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder			To be filled in by Bidder
	2	All the suggested/required consumables/accessories for building the part for the quoted RPT machine (shall be quoted item wise) in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder			To be filled in by Bidder
	3	Charges for collection of material from factory, Insurance & Freight Charges if any, if the offer is on Ex-works basis by foreign Bidder			To be filled in by ECIL
	4	Insurance & Freight Charges if any, if the offer is on FOB basis by foreign Bidder			To be filled in by ECIL
	5	Customs Duty as applicable (1+2+3+4/5) , if any on items 1 to 5 for bids in FE only after loading 1% on CIF value			To be filled in by ECIL
	6	Excise duty if any @ _____ for bids in INR for items 1,2 & 3 line entries only in the case of Indian Bidder			To be filled in by Bidder
	7	Central Sales Tax/ Telangana State VAT if any @ _____ for bids in INR for items 1,2,4 & 5 in the case of Indian Bidder			To be filled in by Bidder
	8	Training cost (includes travel, boarding and accommodation per person/day)			To be filled in by Bidder
	9	Any other Tax @ _____ (for bids in INR)			To be filled in by Bidder
PART II	1	Description of the quoted smoothening machine in detail with all the by-default features and with warranty of 6 years in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder			To be filled in by Bidder
	2	All the suggested/required consumables/accessories for building the part for the quoted RPT machine (shall be quoted item wise) in FE if the bid is by Foreign bidder and in			To be filled in by Bidder





		INR if the bid is by Indian bidder			
3		Charges for collection of material from factory, Insurance & Freight Charges if any, if the offer is on Ex-works basis by foreign Bidder			To be filled in by ECIL
4		Insurance & Freight Charges if any, if the offer is on FOB basis by foreign Bidder			To be filled in by ECIL
5		Customs Duty as applicable (1+2+3+4/5) , if any on items 1 to 5 for bids in FE only after loading 1% on CIF value			To be filled in by ECIL
6		Excise duty if any @ _____ for bids in INR for items 1,2,4 & 5 line entries only			To be filled in by Bidder
7		Central Sales Tax/ Telangana State VAT if any @ _____ for bids in INR for items 1,2,4 & 5			To be filled in by Bidder
8		Training cost (includes travel, boarding and accommodation per person/day)			To be filled in by Bidder
9		Any other Tax @ _____ (for bids in INR)			To be filled in by Bidder

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 C3 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 – C3  
PRICED PRICE BID FORMAT

	S No.	Description	Qty	Make & Model	Unit Price	Total Value	Instruction to bidder
PART I	1	Description of the quoted RPT System in detail with all the by-default features and with warranty of six years in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder					To be filled in by Bidder
	2	All the suggested/required consumables/accessories for building the part for the quoted RPT machine (shall be quoted item wise) in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder					To be filled in by Bidder
	3	Charges for collection of material from factory, Insurance & Freight Charges if any, if the offer is on Ex-works basis by foreign Bidder					To be filled in by ECIL
	4	Insurance & Freight Charges if any, if the offer is on FOB basis by foreign Bidder					To be filled in by ECIL
	5	Customs Duty as applicable (1+2+3+4/5) , if any on items 1 to 5 for bids in FE only after loading 1% on CIF value					To be filled in by ECIL
	6	Excise duty if any @ _____ for bids in INR for items 1,2 & 3 line entries only in the case of Indian Bidder					To be filled in by Bidder
	7	Central Sales Tax/ Telengana State VAT if any @ _____ for bids in INR for items 1,2,4 & 5 in the case of Indian Bidder					To be filled in by Bidder
	8	Training cost (includes travel, boarding and accommodation per person/day)					To be filled in by Bidder
	9	Any other Tax @ _____ (for bids in INR)					To be filled in by Bidder
PART II	1	Description of the quoted smoothening machine in detail with all the by-default features and with warranty of 6					To be filled in by Bidder



	years in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder					
2	All the suggested/required consumables/accessories for building the part for the quoted RPT machine (shall be quoted item wise) in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder					To be filled in by Bidder
3	Special Features, options and Facilities if any ( quote item wise) in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder					To be filled in by ECIL
4	Charges for collection of material from factory, Insurance & Freight Charges if any, if the offer is on Ex-works basis by foreign Bidder					To be filled in by ECIL
5	Insurance & Freight Charges if any, if the offer is on FOB basis by foreign Bidder					To be filled in by ECIL
6	Excise duty if any @ _____ for bids in INR for items 1,2,4 & 5 line entries only					To be filled in by Bidder
7	Central Sales Tax/ Telengana State VAT if any @ _____ for bids in INR for items 1,2,4 & 5					To be filled in by Bidder
8	Training cost (includes travel, boarding and accommodation per person/day)					To be filled in by Bidder
9	Any other Tax @ _____ (for bids in INR)					To be filled in by Bidder

Signature, date and seal of the Bidder

ANNEXURE-C4

Manufacturer's Authorization Certificate (MAC) to be furnished on the official stationery of the OEM  
(to be provided separately from respective OEMs for scope of Tender)



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

Subject: Manufacturer's Authorization Certificate  
Reference: Your Tender No. \_\_\_\_\_ Dtd \_\_\_\_\_

Dear Sir,

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

We, as OEM, undertake to provide all the support necessary for supply, to M/s \_\_\_\_\_ (name of the Bidder), in the event award of Purchase Order awarded to them. We also hereby confirm that the Tender Machine i.e. \_\_\_\_\_ quoted in the bid would be serviceable and maintainable during the warranty period of 72 months. End of Life the quoted Machine is \_\_\_\_\_ (to be filled by Bidder). We confirm that we will provide required service support for a further period of eight years from the date of discontinuation of the product. We here by confirm that we will communicate the discontinuation of the product well in advance and in such case spares will be provided for further period of at least eight years after discontinuation of the product.

(Authorized signatory of OEM)

Name

Designation

Tel No.:

Land Line:

Mobile No.

Email id:

Website address:



ANNEXURE C5  
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 with terms and conditions therein, and the Tender Acceptance referred above together with the Purchase Order shall hereinafter referred to as the "Purchase Order") to M/s \_\_\_\_\_ (name and address) (hereinafter referred to as the "Contractor") for supply, technical support and warranty support of ANPR Equipment and Software at various sites at Delhi.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance Bank 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.





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 \_\_\_\_\_ (76 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 \_\_\_\_\_ (76 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. 76 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.



7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executants 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 \_\_\_\_\_ (76 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (76 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  
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, India hereinafter called 'The Company', against the Tender by The Company vide reference No. \_\_\_\_\_ dated \_\_\_\_\_ (Tender no. & date) for Supply of Rapid Proto Typing Machine, Installation, Commissioning and warranty support 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 \_\_\_\_\_) (in the case of Indian suppliers) or US\$ \_\_\_\_\_ (US Dollar \_\_\_\_\_) (in the case of foreign Bidders) 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 fifteen 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.

We, \_\_\_\_\_ (name of the Bank), agree that our liability to pay is not dependent 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 \_\_\_\_\_ (60days from the due date+15 days = 75 days from the due date for submission of the bid) i.e. the Company is entitled to lodge the claim under this Guarantee up to \_\_\_\_\_. (75 days from the date of due date for submission of the bid).

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.

Signature of the person duly authorized to sign on behalf of the Bank, with Seal of the Bank, Date:

Witness:

- 1.
- 2.



ANNEXURE C7  
WARRANTEE CERTIFICATE

(To be furnished with Techno-Commercial bid by OEM)

To  
Dy. General Manager (Materials)  
Instruments & 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 no proto type or no developmental basis machine and 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 international standards for equipments/ materials of the type ordered and shall be in full conformity with the specifications, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of 76 months from the next business day of acceptance of SAT 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-C8  
PRICES OF ACCESSORIES, SPARES, AMCS

S.NO.	ACCESSORY/SPARES/AMC DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Special Features, options and Facilities if any ( quote item wise) in FE if the bid is by Foreign bidder and in INR if the bid is by Indian bidder			
2	Support, calibration, Training, installation etc., services			
3	Raw material supply (indicate separately for each material)			
4	Addition/upgrades of materials option			
5	Accessories, spares etc.			
6	Annual Maintenance Contract			
7	Comprehensive Annual Maintenance Contract			

Note: 1 Indicate price for each applicable accessory, spare, consumable, raw material, AMC renewal etc., in the above table as option.

Note :2 ECIL will have the option to purchase the quantity as required without restriction on quantity and value.

Note:3 Indicate discounts, If any discounts are applicable for MOQs

Note:4 Long Term Business Agreement (LBTA) shall be indicated for the items in the table beyond one year from the date of receipt of material at Hyderabad.

Also slab rates shall be provided for the items in the table. C8 shall be part of Price Bid envelope.

SIGNATURE, DATE & SEAL OF BIDDER

DATE: \_\_\_\_\_



ANNEXURE C9  
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
3. Envelope containing Techno Commercial Bid in original
4. Envelope containing the Price Bid in original
5. All the above four envelopes sealed and superscribed 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 using Numbering Machine).



ANNEXURE C10  
FACTORY ACCEPTANCE TEST (FAT) CERTIFICATE

FAT COMPLETION CERTIFICATE

Date: \_\_/\_\_/\_\_

This is to certify that M/s \_\_\_\_\_ (Seller's name) has completed Factory Acceptance Tests on Rapid Proto Typing Machine as per the mutually agreed Factory Acceptance Test Procedure at Annexure T4 on \_\_\_\_\_ (date) as per the terms of PO V/ \_\_\_\_\_ at \_\_\_\_\_ (Name of site) and the machine met all the specifications. The FAT is completed and is accepted \_\_\_\_\_ (date). FAT Report is enclosed duly signed by ECIL/representatives and OEM. The Machine can be dispatched to ECIL as per the dispatch instructions given in the Purchase Order.

Sr. Deputy General Manager (Project): ISG



ANNEXURE C11  
SITE ACCEPTANCE TEST CERTIFICATE

SAT COMPLETION CERTIFICATE

Date: \_\_/\_\_/\_\_

This is to certify that M/s \_\_\_\_\_ (Seller's name) has completed Installation & Commissioning of RPT Machine and successfully completed SAT as per agreed SAT procedure on \_\_\_\_\_ (date) as per the terms of PO V/\_\_\_\_\_ at \_\_\_\_\_ (Name of site). The warranty period will start from (next day of successful completion of SAT), i.e. from \_\_\_\_\_ (date). SAT Report is enclosed.

SAT accepted by ECIL/SAT accepted by end user

Sr. Deputy General Manager (Project): ISG