


**ELECTRONICS CORPORATION OF INDIA LIMITED**

**A Govt. of India (Dept. of Atomic Energy) Enterprise  
ECIL (Post), Hyderabad – 500062, Telangana, India**

**Tender Document**

**Tender No: APD-14-8683**

**Item Description: Supply of High-Power cables**

**Details of RFQ**

Method of Tender	:	e-Tender	
Type of Tender	:	Two Part	
Important Dates:		Date	Time
Tender Publishing Date	:	21.11.2025	14:00 Hrs IST
Due Date for Submission of Bids	:	12.12.2025	15:00 Hrs IST
Opening of Techno-Commercial Bids	:	12.12.2025	15:30 Hrs IST
Opening of Price Bids	:	Will be informed later	
Contact Person Details	:	In-Charge-IMM, Antenna Products & Satcom Division Aerospace Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Tel Nos. 040-27182230/2562 E Mail ID: <a href="mailto:apd_purchase@ecil.co.in">apd_purchase@ecil.co.in</a>	


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

Telephone:	040-27182230 / 2562	From: In-Charge (IMM), Antenna Products & Satcom Division Aerospace Systems Group Electronics Corporation of India Limited ECIL (P.O), Hyderabad – 500 062 Telangana, India.
Fax:	040-27182373	
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Tender No: APD-14-8683

Date: 21.11.2025

Dear Sir,

Invitation of Bid for **Supply of High Power cables** as per specifications, and Tender requirement.

1. Electronics Corporation of India Ltd., (ECIL) a Government of India undertaking with its registered office at ECIL P.O, Hyderabad – 500062, invites Bids through e-Procurement portal (<https://etenders.ecil.co.in>) for supply of items listed in PART-II of this tender. This tender is being issued on Two Part bid basis. The firm has to upload the bid in the online tender portal.

2. The address and contact numbers for sending documents or seeking clarifications regarding this RFQ is given below:

In-Charge (Purchase), APD  
Tel Nos. 040-27182230/2562  
E Mail: [apd\\_purchase@ecil.co.in](mailto:apd_purchase@ecil.co.in)

3. This RFQ has five Parts as follows:

<b>Sl. No.</b>	<b>Sections</b>	<b>Document Description</b>	<b>Page No</b>
(a)	Part I	General Information and Instructions	4-6
(b)	Part II	Essential Details of Items Required	7-9
(c)	Part III	General Terms & Conditions	9-14
(d)	Part IV	Special Terms & Conditions	15-18
(e)	Part V	Unpriced Bid Format	19
(f)	Annexure-A	Bid security Declaration form	20
(g)	Annexure-B	Performance Bank Guarantee Format	21-22
(h)	Annexure-C	Warranty Format	23
(i)	Annexure-D	COC Format	24
(j)	Annexure-E	Non-Blacklist Undertaking Format	25
(k)	Annexure-F	Non-Inimical Countries, Land Border Clause, Malicious Component	26

1. This RFQ is being issued with no financial commitment and ECIL as a Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFQ, should it become necessary at any stage without assigning any reason, whatsoever. ECIL shall have no liability for above mentioned actions.

Thanking you,

Yours faithfully,

**For Electronics Corporation of India Limited**

**Encl.:** RFQ Parts I to V, Annexure A to F

**Part I – General information and Instructions for the Bidders**

Particulars	Sl. No.	Terms and Conditions	(Agreed/Not-agreed (to be filled by bidder)
<b>Tender Submission Time</b>	1.	<b><u>Last Date and Time for uploading the bids: (15:00 Hrs IST on 12/12/2025)</u></b> Bids should be submitted by due date and time through e-procurement portal of ECIL for Supply of items mentioned in Part II of RFQ.	
<b>Manner of Submitting the Bids:</b>	2.	The bidder is required to submit soft copies of their bids electronically on ECIL e-Procurement Portal, using valid Digital Signature Certificates. For necessary instructions, please refer to the “User Manual for Vendor” and “User Manual of Bid Preparation” documents available in the Learning Center link on e-Procurement portal. Bids sent by post, fax, mail or e-mail will not be considered.	
<b>Validity of Bids:</b>	3.	The Bids should remain valid for 90 days from the due date for submission of bid.	
<b>Clarifications</b>	4.	<b><u>Clarification regarding contents of the RFQ:</u></b> Bidder requiring clarification regarding the contents of the RFQ shall notify to the Buyer in writing about the clarifications sought not later than the date mentioned in the RFQ for clarifications. Clarification by the purchaser will be sent by e mail.	
<b>Bid security Declaration</b>	5.	Every bidder has to sign a bid security declaration form accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they default to sign the contract, or to submit a performance security (if required) before the deadline defined in the tender document, they will be suspended for the period of one year as specified in the Bid Security Declaration Form, from being eligible to submit bids for contracts with the entity that invited the bids. Every Bidder is required to submit the Bid Security Declaration Form as per <b>Annexure-A</b>	
<b>Method of Tender:</b>	6.	<b><u>Two-Part Bid System</u></b> Bidder should submit Techno-commercial & price bids separately. Only the Techno-commercial bid would be opened on the date of bid opening. Price bid will be opened, only when Techno-commercial bids are found to be qualified. Any reference to price in TECHNO-COMMERCIAL BID will render the bid invalid and such bid shall be rejected summarily.	

Opening of Bids	7.	<p><b><u>Time and Date for Opening of Techno-commercial Bids:(15:30 Hrs IST on 12/12/2025)</u></b></p> <p>If due to any exigency, the bids are not opened on the date and time mentioned above, the bids will be opened on the next working day.</p>																			
Earnest Money Deposit:	8.	<p><b>For EMD only Micro &amp; Small Enterprises (MSE) are exempted</b> from submission of EMD. Bidder availing exemption for EMD must upload copy of UDYAM certificate in the technical bid. The Medium Enterprises need not to upload Udhyaam certificate as it will not be considered for EMD exemption.</p> <p><b>Traders/Resellers/Distributors/Authorized Agents will not be considered for availing benefits under PP policy 2012 for MSE as per MSE guidelines issued to MSME office memorandum F.M. 22(1)/2012-MA dated 24.10.2016 and they have to submit EMD without fail.</b></p> <p>In case of Non-MSE Indigenous Bidders, bid shall accompany interest-free EMD for <b>Rs. 22,000/-</b> (Rupees Twenty-Two Thousand Only)</p> <p>Scanned copy of EMD should be attached in Tech Bid as separate attachment in pdf format and the hard copy should reach us within the due date of the Tender. The bid will be summarily rejected if hard copy does not reach within the due date of the Tender.</p> <p>EMD shall be submitted in any of the below forms:</p> <p>i. Online transfer if above EMD amount preferably transferred to virtual account details in below table:</p> <p>Note: Bidders are instructed to please <b>specify the Tender No: “APD-14-8683”, in the Purpose/ remarks</b> column in the payment gateway page, during the process of EMD payment.</p> <table><tr><td><b>Beneficiary</b></td><td><b>Electronics Corporation of India Limited</b></td></tr><tr><td>Bank Name</td><td>State Bank of India</td></tr><tr><td>Branch Name</td><td>ECIL Branch</td></tr><tr><td>Bank Address</td><td>ECIL Post, Hyderabad – 500062 (Telangana)</td></tr><tr><td>Branch Code</td><td>02714</td></tr><tr><td>Type of Account</td><td>Current Account</td></tr><tr><td>Virtual Account No.</td><td>ECILIN14APSD</td></tr><tr><td>9 Digit MICR Code</td><td>500002043</td></tr><tr><td>NEFT/IFSC Code</td><td>SBIN0004266</td></tr></table> <p>ii. Bank Guarantee furnished on a Scheduled Bank (EXCEPT Co-Operative Banks) Valid for not less than <b>90 days</b> from the due date for submission of bids on the RFO.</p>	<b>Beneficiary</b>	<b>Electronics Corporation of India Limited</b>	Bank Name	State Bank of India	Branch Name	ECIL Branch	Bank Address	ECIL Post, Hyderabad – 500062 (Telangana)	Branch Code	02714	Type of Account	Current Account	Virtual Account No.	ECILIN14APSD	9 Digit MICR Code	500002043	NEFT/IFSC Code	SBIN0004266	
<b>Beneficiary</b>	<b>Electronics Corporation of India Limited</b>																				
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	8.2	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 on above portal. Otherwise, the uploaded bid will be rejected	
	8.3	EMD, whether in the form of Demand Draft or Bank Guarantee, should be put in a separate sealed cover, super scribed as “EMD” indicating RFQ No. & Date. Pl. furnish details of EMD submitted in Bidder’s response column.	
	8.4	EMD will be refunded to the un-successful Bidder within 2 weeks from the date of award of Purchase Order. EMD will be refunded to successful Bidder upon furnishing PBG after award of Purchase Order. 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.	
	8.5	Forfeiture of EMD: If the Bidder revokes, withdraws and modifies the Bid with in the validity period of the Bid, EMD will be forfeited. In case after issue of PO, Bidder does not supply materials and PBG is not furnished, EMD will be forfeited.	
<b>Modification of Bids:</b>	9.	Bidder may modify his bid after submission prior to due date and time prescribed for submission of bids. In case of modification / revision, the latest submitted bid will be treated as valid bid. Bids cannot be modified after the due date for submission of bids.	
<b>Clarification regarding details/contents of the Bids:</b>	10.	The Buyer may, at his discretion, ask the bidder for clarification of their submitted bid in writing. Change in prices or substance of the bid will not be sought, offered or permitted.	
<b>Amendments to RFQ</b>	11.	The buyer reserves the right to issue any amendments, corrigendum, clarification, etc. to the RFQ, giving reasonable time to the Bidder, prior to the due date and time for online bid submission. Bidders are requested to update themselves on ECIL e- Procurement portal the details such as pre-bid clarifications, corrigenda and other documents forming a part of subject RFQ.	
<b>Rejection of Bids:</b>	12.	Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the Bid. Any non-conformity with the techno commercial clauses and technical specifications mentioned in the RFQ will lead to Rejection of Bids	

**Part II – ESSENTIAL DETAILS OF ITEM REQUIRED**

Particulars	Sl. No.	Terms and Conditions				(Agreed/ Not-agreed (to be filled by bidder)
<b>Scope of Work/Supply</b>	1.	<b>Sl.No</b>	<b>ECIL Material Code</b>	<b>Description</b>	<b>Quantity</b>	
		(i)	3211781280	High Power RF Cable-Semi Rigid (1 spool = 30.48 Mtr) Make: Huber Suhner, Part No: SR_250_TP_M17_COIL	152.40 Mtrs	
		(ii)	3211781290	High Power RF Cable-Sucoform RG-250 Cable with PVC insulation Make: Huber Suhner, Part No: SUCOFORM_250_01	200 Mtrs	
<b>Delivery Period:</b>	2.	Within 20 Weeks at ECIL Hyderabad from date of electronic transmission of ink signed purchase order.				
<b>Mode Of Delivery</b>	3	By Road.				
<b>Consignee Details:</b>	4.	In Charge Stores/Antenna Product & Satcom Division, ECIL, Hyderabad-500 062				
<b>Evaluation and Acceptance Process</b>	5	<p>The Bid will be considered for evaluation based on the instruction given in Part I. The Bidder should confirm compliance to each serial of the terms and conditions at Part I to Part V, the referred Annexures and quote for the complete scope of Work as per RFQ. Any non-compliance may lead to rejection of the Bid.</p> <p>Since the tender is being floated in two Part basis, Techno-commercial and Price Bid, the price of required RFQ items should not be declared in Part-1 i.e Techno-commercial Bid. Disclosure of price in Techno-commercial Bid will lead to <b>rejection of the Bid</b> thereby <b>disqualification of that Bidder</b>. Bid may be rejected in case of-</p> <ol style="list-style-type: none"> <li>1. Variation in Quoted Payment Term- The bidder has to necessarily accept the RFQ payment terms only. Else, the bids for conditional price (such as conditional discount, advance payment, no. of day's payment) may</li> </ol>				

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		<p>be rejected. The decision of ECIL is final &amp; binding on the bidders in this regard.</p> <p>2. The original tender document clauses shall not be tempered by any means. The uploaded documents should be of readable quality.</p> <p>3. Non submission of following documents:</p> <p style="margin-left: 40px;"><b>I. GST registration Certificate (to verify duration of existence of business)</b></p> <p style="margin-left: 40px;"><b>II. All the Tender document clauses (Part I to V) duly complied, signed and stamped.</b></p> <p style="margin-left: 40px;"><b>III. PAN</b></p> <p style="margin-left: 40px;"><b>IV. Udhya Registration Certificate (if any)</b></p> <p style="margin-left: 40px;"><b>V. Annexures:</b> All the Annexures (A to F) duly signed and stamped shall be submitted.</p>	
<b>Price bid evaluation (L1 Bid)</b>	6	<p>The <b>LOWEST OF TOTAL VALUE-WISE</b>, excluding GST (LANDED COST) shall only be treated as L1 bid. Hence PO will be placed on <u>techno-commercially qualified L1 bidder for the entire scope of supply</u></p> <p>The broad guidelines for evaluation of Bids will be as follows:</p> <p>a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.</p> <p>b) The Lowest Acceptable Bid for <b>total scope</b> will be considered further for placement of Purchase Order after complete clarification and price negotiations, if any, as decided by the Buyer.</p>	
<b>Eligibility and Qualification</b>	7	<p>(a) The Bidder can be Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/Dealer/Distributor/Channel Partner of the OEM etc.</p> <p>(b) Bidders should have well established office set up and registration with Tax Department and shall provide required Certificate of Registration wherever applicable, viz., PAN No, GSTN etc.</p> <p>(c) Bidders should have presence in India from last three years; Bidder should submit certificate of registration/incorporation / Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, MSME Udyam Regn. Certificate if any.</p> <p>(d) Bidders are required to confirm their corporate office/ registered office/ Factory address in their letterhead. If the</p>	



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		address in bid submitted differs from the address of supply, it should be declared well in advance by the Bidder. (e) The Bidder Firm/ Company should not have been blacklisted, debarred or prosecuted by any Central Government or State Government Department/ Government Organization/ PSU for corrupt, fraudulent or any other unethical business practices. Bidder shall not have any litigation pending with any of the Govt. organizations. (Undertaking as per <b>Annexure-E</b> to be submitted)	
<b>Identical/ Same Lowest Bid Price</b> (In-case of non Divisible nature of work/ Supply)	8	In case, two or more acceptable bidder are found to have quoted identical/ Same lowest bid price, the L1 bidders may be requested through e-mail and get an opportunity to reduce their price and resubmit their offer in a sealed envelop within requested time limit in a transparent and fair manner.	

### **Part III – GENERAL TERMS AND CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the General Terms and Conditions of the Tender mentioned below, which will automatically be considered as part of the contract concluded with the Bidder.

<b>Particulars</b>	<b>Sl. No.</b>	<b>Terms and Conditions</b>	<b>(Agreed/ Not-agreed (to be filled by bidder)</b>
<b>Law</b>	1	The Purchase Order shall be considered and made in accordance with the laws of India for the time being in force. The Purchase Order shall be governed by and interpreted in accordance with the laws of India.	
<b>Effective Date of the Purchase Order (PO):</b>	2	The PO shall come into effect on the date of electronic transmission of ink signed purchase order and shall remain valid until the completion of the obligations of the parties under the PO.	
<b>Acknowledgement of Purchase Order:</b>	3	Order acknowledgment should be sent within 6 business days. Non receipt of PO Acknowledgement with the prescribed time will be treated as Seller's acknowledgement.	
<b>Amendments</b>	4	No provision of present Purchase Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Purchase Order and which expressly states to amend the present Purchase Order.	

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<b>Termination of Purchase Order:</b>	5	<p>The Buyer shall have the right to terminate the Purchase Order in part or in full in any of the following cases :-</p> <ul style="list-style-type: none"> <li>a) Bidder fails to supply the materials / services as per the agreed specifications</li> <li>b) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery with extension thereto if any.</li> <li>c) The Seller is declared bankrupt or becomes insolvent.</li> <li>d) As per decision of the Arbitration Tribunal.</li> </ul>	
<b>Arbitration:</b>	6.1	Any disputes or differences arising out of or in connection with the Purchase Order shall be settled by mutual amicable discussions. If this conciliation fails, unresolved disputes, if any, shall be resolved through Sole Arbitral Tribunal as per the provisions of the Arbitration & Conciliation Act, 1996 through the International Centre for Alternative Dispute Resolution (ICADR), Hyderabad, under the ICADR Rules of Arbitration.	
	6.2	The venue for Arbitration proceedings shall be at Hyderabad.	
	6.3	All disputes shall be subjected to exclusive jurisdiction of the Courts in Hyderabad (GHMC) / Medchal-Malkajgiri District, notwithstanding concurrent jurisdiction of other courts of law.	
<b>Penalty for use of Undue Influence:</b>	7	<p>The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>	

<b>Force Majeure clause:</b>	8	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 deliveries made), if the non-performance results from such force majeure circumstance as flood, fire, earth quake, law and order disturbances, and other acts of God as well as war, military operations, blockade, acts or action of state authorities, epidemic, Pandemic, Government guidelines 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.	
<b>Patents and Other Industrial Property Rights:</b>	9	The prices quoted by the bidders shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.	
<b>Non-disclosure of Contract Documents:</b>	10	<p>(a) The Bidder should keep all technical specifications, scope, details of equipment at and corresponding locations, terms and conditions, including, Drawings, Site Plans as confidential and shall not disclose to any third party, without prior written consent of ECIL.</p> <p>(b) When purchase order is awarded, the Bidder should undertake to treat purchase order and services to be rendered therein as absolutely confidential and shall not disclose or provide any information, which may come to your knowledge or passed on to you during the execution by ECIL or end customer, to any third party, person or country under any circumstances without prior written consent of ECIL.</p> <p>(c) ECIL reserves the right to initiate legal action as per prevailing law against the Bidder and/or claim damages for non-compliance.</p>	
<b>Transfer and Sub-letting:</b>	11	The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.	
<b>Tolerance Clause:</b>	12	To take care of any change in the requirement during the period starting from issue of RFQ till placement of the contract, Buyer reserves the right to 15% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the	

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		Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.	
<b>Taxes and Duties:</b>	13	<p><b>GST:</b></p> <p>(i) Bidders should quote GST separately in their quote. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidders are inclusive of GST and no liability of GST will devolve upon the Buyer.</p> <p>(ii) On the Bids quoting GST extra, the rate, the type of GST – Centre, State, Integrated, Union Territory applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rates mentioned in schedule of GST rates, based on the HSN code and as notified by the GST council.</p>	
<b>Documents for Supply/Services Acceptance by QC</b>	14	<p>Following documents (wherever applicable) are required to be submitted for acceptance of Supply and clearance of CSRV by ECIL Quality Control/ Project team. Each page of the Reports or certificates required as per PO terms should have the clear title of the Report, PO No. with date, sign and stamp of the vendor and Site Engineer in case of Site works. Else, Reports shall not be accepted.</p> <p>(a) Catalogue and Datasheet of supplied items.</p> <p>(b) Warranty certificate</p> <p>(c) OEM COC</p> <p>All Reports or certificates should be submitted in original. Else, it shall not be accepted.</p>	
<b>Documents to be provided for Paying Authority in Finance for making payment</b>	15	<p>Following documents are to be submitted for clearing payment by Paying Authority: (wherever applicable)</p> <p>(a) Original Invoice certified by Site/Project In-charge. Supplier shall indicate their PAN/ GSTIN and such other statutory regn. No. on their bill.</p> <p>(b) Delivery Challan/ e-way bill if applicable as per Rule No. 138 of Central goods and services tax 2017</p> <p>(c) Performance Bank Guarantee.</p> <p>(d) Udyam Registration Certificate (if any)</p> <p>(e) Order Amendments (if any)</p> <p>Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code. Towards making electronic payments account details through cancelled cheque to be submitted.</p>	
<b>Fall clause:</b>	16	<p>The following Fall Clause will form part of the contract placed on successful Bidder: -</p> <p>(a) The price charged for the goods supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the goods or offer to sell goods of identical description to any persons/Organization including the purchaser or any department of the Central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case</p>	

		<p>may be during the period or till the performance of all Supply Orders placed during the currency of the contract is completed.</p> <p>(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such goods to any person/organization including the Buyer or any Department of Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction or sale or offer of sale to ECIL and the price payable under the contract for the goods of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: -</p> <p>(i) Exports by the Seller.</p> <p>(ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement.</p> <p>(iii) Sale of goods such as drugs which have expiry dates.</p> <p>(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Contracts as also under any previous contracts entered into with the Central or State Government Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.</p>	
<b>Risk Purchase clause:</b>	17	<p>(a) Should the goods or any part thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the goods or any part thereof, the Buyer shall after granting the Seller 60 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.</p> <p>(b) Should the goods or any part thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.</p> <p>(c) In case of a material breach that was not remedied within 60 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other goods of the same or similar description to make good: -</p> <p>(i) Such default</p> <p>(ii) In the event of the contract being wholly determined the balance of the goods remaining to be delivered there under.</p> <p>(d) Any excess of the purchase price, cost of manufacturer, or value of any goods procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.</p>	

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<b>Insurance:</b>	18	For purchase orders placed on FOR, ECIL basis the necessary insurance to ensure safe transit of material should be catered for by the supplier. The supplier will be responsible for shortage/damage during transit and as such the consignment may be insured by the supplier at his option and cost.	
<b>Quality:</b>	19	The quality of the goods delivered according to the Contract shall correspond to the technical conditions and standards valid for the deliveries of the same goods for in Seller's country or specifications enumerated as per RFQ and shall also include therein modification to the goods suggested by the Buyer. Such modifications will be mutually agreed to as per amendments to the contract. The Seller confirms that the goods to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.	
<b>Conditional Offer:</b>	20	No conditional offer will be accepted which is not in conformity with the specifications mentioned in the RFQ.	
<b>Notices</b>	21	Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.	
<b>Consideration of Abnormally Low Bids</b>	22	An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. ECIL shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analysis, ECIL determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the ECIL shall reject the bid/proposal, and evaluation shall proceed with the next ranked bidder.	

**Part IV- SPECIAL TERMS & CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the Special Terms and Conditions of the Tender mentioned below, which will automatically be considered as part of the contract concluded with the Bidder.

Particulars	Sl. No.	Terms and Conditions	(Agreed/ Not-agreed (to be filled by bidder)
<b>Terms of Price:</b>	1	The prices shall be quoted by the bidders strictly on FOR, ECIL, Hyderabad basis.	
<b>Payment Terms:</b>	2	<p>a) No advance payments will be made.</p> <p>b) 100% within 60 days* Pro-rata basis after receipt, subject to acceptance of materials at AP&amp;SD/ECIL.</p> <p>“ * <b>45 days</b> for Micro and Small enterprises, against proof of UDYAM certificate “</p> <p>c) Payment of taxes will be made to the Seller after submission of tax remittance documents and uploading the tax return by the vendor, in turn invoice has to appear in GSTR2A &amp; GSTR3B of ECIL.</p> <p>d) ECIL shall not be held responsible for delay in payment due to Bidder's delay in submitting the required documents as per terms of PO.</p> <p>e) The documents like, e-way bill, invoice etc. should be submitted in original.</p> <p>f) For processing the payment, the Invoice should be raised from the same address at which the Purchase order was released.</p> <p>Payment through Trade Receivable Discounting System</p> <ul style="list-style-type: none"> <li>In order to address the financial needs of MSE firms, Gol has introduced a platform for facilitating the financing of their trade receivables, through multiple financiers which is termed as Trade Receivable Discounting System (TReDS). At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.</li> <li>ECIL is registered on TReDS platform with "A-TReDS Ltd. (Invoicemart)". Desirous MSE Bidders / Vendors, who want to receive payments through TReDS platform, have to submit the invoice to ECIL along with all the necessary requirements as per PO and the payment terms. Upon receipt and acceptance of the supplied materials / completion of services and receipt of invoices with the mandated enclosures and after due certification of invoices with enclosures by commercial / material dept. Finance dept shall upload the invoices on the</li> </ul>	

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		<p>Invoicemart, TReDS platform and process the invoices for payment. Post uploading on the platform, the financier would be bidding for the invoices and respective MSE vendors would be accepting the bid, so that they can get the disbursement from the Financier.</p> <ul style="list-style-type: none"> <li>MSE bidders desirous to receive payment through TReDS platform may avail the facility if they are already registered on "Invoicemart"- TReDS platform or by registering on it.</li> </ul>	
<b>Quality Instructions/ Acceptance procedure</b>	3	<p>Data sheets, OEM CoC need to be submitted along with the products.</p> <p>Inspection at ECIL after delivery.</p>	
<b>Warranty</b>	4	<p>Materials supplied should be free from any defects arising from faulty material, design or workmanship and should be guaranteed for quality / satisfactory performance for a period of <b>12 Months (for the scope of Supply) from the date of supply subject to acceptance</b>. During this guarantee period, if any defects develop arising from faulty material, design or workmanship; the supplier shall remedy such defects at his own cost. If it becomes necessary, the supplier should replace any defective portion of the goods or replace the materials as a whole. (Warranty format as per <b>Annexure-C</b> to be submitted)</p>	
<b>PBG- Performance Cum warranty</b>	5.1	<p>Within 15 days of award of Purchase Order, Successful bidder should</p> <p>(i) Deposit an amount equal to <b>3%</b> of Purchase Order Value through crossed Demand Draft drawn in favor of "Electronics Corporation of India Limited, Hyderabad" and payable at Hyderabad (or)</p> <p>(ii) Through Bank Guarantee strictly as per format in <b>Annexure-B</b> for <b>3%</b> of Purchase Order value on a Scheduled Bank (except Co-Operative Banks) valid for a period of sixty days beyond the date of completion of contractual obligations to cover the bidder's performance on the PO as well as warranty period has to be furnished.</p> <p>Tentative BG validity period: 05 months (delivery period) + 12 months (warranty period) + 02 months (additional claim period) = <b>19 Months.</b></p>	
	5.2	<p>If the Guarantee is furnished by way of Bank Guarantee, the same should be extended from time to time to serve the intended obligation of successful bidder, failing which ECIL reserves the right to invoke the Bank Guarantee. If the successful bidder fails to furnish the Guarantee in the form of one of above, ECIL reserves the right to cancel PO and invoke Risk Purchase and levy maximum LD; without any further notice.</p>	
	5.3	<p>ECIL may <b>cancel the P.O.</b> or the payment will not be processed further till the PBG for a Value of <b>3%</b> of total PO is submitted to Purchase Department within time prescribed.</p>	



	5.4	<p>If there is a change in the PO value after release of PO through Order Amendment in terms of PO value and extended period, the BG should be modified/ extended accordingly by the vendor for revised value and period.</p> <p>If the deliveries are not completed and contractual obligation against Purchase Order still exist in that case also the PBG shall be extended accordingly else payment will not be released.</p>	
<b>Liquidated Damages:</b>	6	<p>In the event of the Seller's failure to supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this Purchase Order, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the Purchase order value.</p>	
<b>Packing and Marking Instructions</b>	7.1	<p>The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.</p>	
	7.2	<p>A label in English shall be either pasted on the carton or painted indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.</p> <p>Packing List:  Buyer Details:  Seller Details:  Consignee Details:  Purchase Order No:  Package No.:  Part Number:  Nomenclature:  Quantity contracted:</p>	
	7.3	<p>If necessary, each package shall be marked with warning inscriptions: ,TOP&gt;, "Do not turn over", category of cargo, etc.</p>	
	7.4	<p>One copy of the packing list in English shall be inserted in each cargo package.</p>	

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<b>Compliance to Technical specification</b>	8	Bidder shall enclose the data sheet/technical catalogue of the offered make & model. CoC to be provided along with the supply	
<b>Certificate of Conformity:</b>	9	<p>OEM COC is to be provided along with the supply without which item will not be accepted.</p> <p>COC should include <b>PO No.</b> and the information of Make, Part No, Description, batch code, date code, quantity and any other traceability of the materials being supplied, without which it will not be treated as valid COC.</p> <p>Material will be summarily rejected in the absence of the OEM COC. COC format is as per <b>Annexure-D</b>. Supplier shall establish and maintain records to provide evidence of conformity to the requirements and the same should be made available to ECIL / our customers and regulatory authorities.</p>	
<b>Inspection:</b>	10	Material supplied will be inspected at AP&SD, ECIL by ECIL/Q.C. and their decision in the matter will be considered final. The rejected materials if any in Buyer's premises is at supplier's risk and cost. Supplier must arrange for collection and replacement within <b>15 days</b> at supplier's cost including transportation. 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.	
<b>Franking Clause:</b>	11	<p>The following franking clause will form of the part of the Purchase Order placed on Successful Bidders:</p> <p>(a) In case of Acceptance of Store(s): The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the buyer under the terms and conditions of the Contract.</p> <p>(b) In Case of Rejection of Store(s): The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Office will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and conditions of the Contract.</p>	
<b>Option Clause:</b>	12	The Purchase Order will have an Option Clause, wherein the Buyer can exercise an option to procure an additional <b>100%</b> of the original contracted quantity in accordance with the same terms & conditions of the present running Purchase Order. This will be applicable within the currency of Purchase Order. The Bidder is to confirm the acceptance of the same for inclusion in the Purchase Order. It will be entirely the discretion of the Buyer to exercise this option or not.	
<b>Quality Assurance:</b>	13	Inspection at ECIL after delivery	

**Part V- PRICE BID FORMAT:**

Bidder shall submit below mentioned Unpriced Bid Format clearly indicating their Compliances (Yes or No) for all the line items.

**Bidder shall not mention the price in the table below otherwise their bids will be rejected in Techno-Commercial opening,**

**Bidder to specify only “YES/NO”.**

**“Yes” denotes Quoted; “NO” denotes Not quoted**

<b>Sl.No</b>	<b>ECIL Material Code</b>	<b>Line Items</b>	<b>Quantity</b>	<b>Basic Rate Compliance (Yes/No)</b>	<b>GST Compliance (Yes/No)</b>
1.	3211781280	High Power RF Cable- Semi Rigid (1 spool = 30.48 Mtr) Make: Huber Suhner, Part No: SR_250_TP_M17_COIL	152.40 Mtrs		
2.	3211781290	High Power RF Cable- Sucoform RG-250 Cable with PVC insulation Make: Huber Suhner, Part No: SUCOFORM_250_01	200 Mtrs		

**Annexure – A**

(Refers to Sl. No: 5 of Part-I)

**(ON THE LETTER HEAD OF THE COMPANY)**

**Bid Security Declaration Form**

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

Tender No. \_\_\_\_\_

To

ECIL,

ECIL (Post), Hyderabad

In accordance with Government of India, Ministry of Finance OM No. F.9/4/2020- PPD dated 12.11.2020

1. I/We accept that I/We will, automatically be suspended from being eligible for participating in bidding for any contract with you for the period of 1 (One) year, incase of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:
  - a) Withdrawing our bid, or any part of our bid, during the period of bid validity against the Tender No. \_\_\_\_\_ or any extension of the period of bid validity which we subsequently agreed to;
  - or
  - b) Having been notified of the acceptance of our bid by you during the period of bid validity,
    - (i) Failing or refusing to execute the Contract, or
    - (ii) Failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.
2. I/We understand this Bid Security Declaration shall expire if we are not the successful Bidder.

Signed:

[Signature of person whose name and capacity are shown below]

Name: [name of person signing the Bid Security Declaration], in the capacity of [legal capacity of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Name of Bidder]

Dated on \_\_\_\_\_ day of, 20 \_\_\_\_\_

[Corporate Seal (where appropriate)]

PERFORMANCE BANK GUARANTEE (FORMAT)

To

M/s Electronics Corporation of  
India Limited

ECIL  
(P.O),  
Hyderabad – 500  
062

Bank Guarantee in respect of Contract No./ Letter of Intent No\_\_\_\_  
Dated\_\_\_\_between  
M/s. Electronics Corporation of India Limited and\_\_\_\_ (Name of the Supplier).

This Deed of Guarantee made this\_\_day of\_\_\_\_, Two Thousand \_\_  
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 Hyderabad – 500062, India (herein after 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 M/s\_\_\_\_(Supplier/Contractor/Company Name and  
address) (herein after referred to as the Contractor) was awarded contract No.  
\_\_\_\_dated

(hereinafter referred to as the Contract) by the Company for  
(Scope of Work). And whereas the contract inter-alia, provides that the Supplier  
shall furnish Bank Guarantee to the Company a sum of Rs.\_\_\_\_(Rupees only)  
towards due and faithful performance of the contract in the form and manner  
specified therein covering the obligations of the contractor.

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 or execution of the contract by the Supplier 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, damage, costs, charges and expenses caused to or suffered by the Company by reason of the contractor making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The contract.
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 contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or 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 contract or extend time of performance by the Supplier 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 contract 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 contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the contract 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 (months) from the date of completion of the contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
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 obtained 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 dated\_\_\_\_, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till\_\_\_\_and the Company is entitled to lodge its claim on the Guarantor on or before.(additional 30 days). The Guarantor hereby undertakes to honour the said invocation without demur.

Signed for and on behalf of the Bank  
(Guarantor)

**WARRANTEE CERTIFICATE**  
**(To accompany the supplies)**

To  
General Manager  
Antenna Products & Satcom Division  
Electronics Corporation of India Limited  
Hyderabad – 500 062

Ref: (i) Your Purchase Order No.: \_\_\_\_\_ Dtd \_\_\_\_\_  
(ii) Our Invoice No(s): \_\_\_\_\_ Dtd \_\_\_\_\_

We guarantee that the **Supply of** \_\_\_\_\_ under our invoice(s) referred above are brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturing and are of highest grade and quality and consistent with the established and generally accepted standards for equipment's of the type supplied and are in full conformity with the specifications, drawings and shall operate properly. We shall be fully responsible for performance of the equipment till a period of \_\_\_\_ **Year** from the date of acceptance of the System by the Buyer.

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 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 Buyer.

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

SIGNATURE, DATE & SEAL OF SELLER

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

**Annexure – D****Certificate of Conformity Format**

Date:

To

This is to certify that the items in this shipment have been manufactured, inspected and are in compliance with the requirement of Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and other technical specifications / drawings to the extent specified and agreed upon.

Sl. No.	Make	Part No.	Part Description	Package / Size	Batch / Lot No	Date Code	Quantity shipped	ECIL PO No.	Invoice No	Invoice Date
1										
2										

Note:

1. These contents should be on **OEM/Vendor** letter head.



**NON-BLACKLIST UNDERTAKING FORMAT**

To,  
Electronic Corporation of India limited  
Antenna Products & Satcom Division  
ECIL (PO) Hyderabad-500062

**Sub: Undertaking for not being blacklisted.**

Tender Reference: \_\_\_\_\_

Dear Sir,

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

Thanking You

**Yours faithfully,**

Name of Company:

Signed & Stamped on:

**Annexure-F****Compliance for Non-Inimical Countries, Land Border Clause, Malicious Component**

Sl.No. as per RFP	Item Description	Country of Origin/ Manufacturing / Assembly (Non-Inimical)	Country of Manufacturing (Non-Inimical)		Country of Assembly (Non-Inimical)		Land Border Clause		No malicious component (Hardware/ Software)
		Compliance Yes/No	Country	Compliance Yes/No	Country	Compliance Yes/No	Country	Compliance Yes/No	Compliance Yes/No

**\*\*End of the Document\*\***

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