




ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

	Electronics Corporation of India Limited Corporate Purchase, ICD Building, E.C.I.L. (P.O), HYDERABAD - 500 062. INDIA M.No: 9491455210 Ph: 040 27182208, 27182442, 27121320, 27182251 E-mail: netirao@ecil.co.in , corppur@ecil.co.in
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PUBLIC TENDER No.ECIL/CP/HTT/PT-131/17-19 DUE DATE:17-04-2017
DATE:27-03-2017 TIME: 1400 hours

Tender
For

HIRING OF TATA INDICA/EQUIVALENT NON-A/C & A/C DIESEL AND SWIFT
DZIRE/EQUIVALENT CARS ON HALF-A-DAY/DAILY/MONTHLY BASIS

Approximate Value of the Tender is Rs.2.70 Crores for 2 Years

TENDERER CAN DOWNLOAD THE TENDER DOCUMENT FROM ECIL Website : www.ecil.co.in & GOVERNMENT TENDER PORTAL (tenders.gov.in) AND WHILE SUBMITTING THE BID THE BIDDER HAS TO ATTACH A DEMAND DRAFT FOR RS.2,000/- IN FAVOUR OF "ELECTRONICS CORPORATION OF INDIA LIMITED" PAYABLE AT HYDERABAD TOWARDS COST OF TENDER DOCUMENT

"ECIL IS COMMITTED TO A CORRUPTION FREE WORK ENVIRONMENT." All the purchase and contract commitments of ECIL will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, as responsible citizen inform the matter to the Chief Vigilance Officer, (E-mail:cvo@ecil.co.in), ECIL, Hyderabad. Telephone No.27121349



TERMS & CONDITIONS

Tender Notice Number: ECIL:CP:HTT:PT-131:17-19
Due Date for Submission: 17.04.2017

DATE: 27.03.2017
TIME: 1400 hours

TERMS AND CONDITIONS :

1. General Terms:

- 1.1 Electronics Corporation of India Limited (ECIL), a Government of India Enterprise, intends to appoint Tourist Taxis Agent/ Agencies (Rent-a-Cab Operators) for Hiring of TATA Indica/Equivalent Non-A/c & A/c (diesel) and Swift Dzire/Equivalent Cars on half-a- day/Daily/Monthly Basis.
- 1.2 Bidders should submit their Bids in Two Parts namely, Part 1. Techno-Commercial Bid and Part 2. Price Bid.
- 1.3 Techno-Commercial and Price Bids (with EMD amount) should be submitted simultaneously in two separate covers, sealed and superscribed as "TECHNO-COMMERCIAL BID" and "PRICE BID" on respective covers with Tender Notice Number, Date & Due Date.
- 1.4 Two sealed covers (Techno-Commercial bid & Price bid), duly sealed as prescribed above, should be kept in a separate cover and sealed again, superscribing with Tender Notice Number, Date & Due Date. Bids not superscribed as above will be liable for rejection.
- 1.5 Bids should reach SDGM & In-charge (Corporate Purchase), ICD Building, ECIL, ECIL Post Office, Hyderabad - 500062, Telangana, on or before the due date and time specified. ECIL will not be responsible for late delivery due to wrong or improper address. Bids will not be considered if received late due to postal / courier delays etc.
- 1.6 Email/Fax Bids will be summarily rejected.
- 1.7 Bids received after the due date and time will be summarily rejected.
- 1.8 Bids submitted with counter conditions will be liable for rejection.
- 1.9 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend the due date and will notify through ECIL website: www.ecil.co.in only.
- 1.10 Bids not submitted as two-parts namely (I) Techno-Commercial Bid and (II) Price Bid and submitted with price indications will be liable for rejection.
- 1.11 The tenderers should write the quoted price in the price bid, both in figures and words. No correction, erasing or over-writings are allowed.
- 1.12 The Techno-commercial bid should contain the copies of relevant proofs about legal status of the organisation, list of branches, Registration, turnover etc., issued by statutory authorities.

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- 1.13 Pre-bid meeting will be held in the office of SDGM & In-charge, Corporate Purchase, ICD Building, Electronics Corporation of India Limited, Hyderabad – 500 062 on 03-04-2017 at 1400 hrs. Clarifications, if any, will be clarified in the pre-bid meeting. The queries clarified in the pre-bid meeting shall be construed as conditions notified in the Tender and binding on the bidders.
- 1.14 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for Techno-commercial discussions, **with a notice period of 2 days.**
- 1.15 Bidder should provide details of contact person with Mobile/Fax/Landline Telephone Number and Email ID.
- 1.16 Bidder should confirm in the Techno-Commercial Bid that:
- (i) all terms and conditions specified herein are understood and accepted unconditionally.
 - (ii) prices have been quoted against each line entry of the tender. Deviations, if any, found subsequently at any time during tender processing will render the bid liable for rejection.
- 1.17 Bidder should sign and affix the seal on all pages of tender document which is to be submitted along with the Techno-Commercial Bid.
- 1.18 Clarifications on this tender notice, if any, can be obtained from:
- (i) Shri Babu Rao Neti, Sr. Dy. General Manager & In-charge (Corporate Purchase)
Tel No: (0) 040-27182208, (M): 9491455210, Email Id: netirao@ecil.co.in
 - (ii) Smt.K.S.L.Narasamma, Senior Manager (Corporate Purchase) Tel No: (0) 040-27182442, 040-27121320, Email Id: corppur@ecil.co.in
- 1.19 The Techno-Commercial Bid submitted by the bidder should be accompanied by the duly filled and signed Qualification/eligibility criteria form as per Annexure – H to assess the eligibility. The Techno-Commercial Bid of bidders who do not fulfill the Qualification/eligibility criteria will not be processed further.
- 1.20 Cost of Tender Document: Tender documents can be downloaded from ECIL website (www.ecil.co.in), Govt. Tenders (tenders.gov.in). **Demand Draft for Rs.2,000/-** (non refundable) towards the cost of tender documents, drawn in favour of 'Electronics Corporation of India Limited, Hyderabad' and payable at Hyderabad, on any Scheduled Bank, should accompany the Techno-commercial bid format, failing which the bid will be summarily rejected.
- 1.21 Bids should be addressed to and deposited at tender box located at the office of Corporate Purchase, ICD Building, Electronics Corporation of India Limited, ECIL P.O, HYDERABAD - 500 062, M.No. 9491455210, Telephone No. 040-27182442 (or) 040-27182208 before the due date and time specified in the tender schedule hereunder.

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Tender Schedule	
Date, Time & venue of Pre -Bid meeting at For any clarification please Contact: Shri Babu Rao Neti, Sr. Dy. General Manager & In-charge (Corporate Purchase) Tel No: (0) 040-27182208, (M): 9491455210 Email Id: netirao@ecil.co.in Smt. K.S.L.Narasamma, Senior Manager (Corporate Purchase) Telephone No. 040-27182442, 27121320 Email Id: corppur@ecil.co.in ECIL Hyderabad - 500 062	03.04.2017 at 1400 hrs at Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad - 500 062
Last date for receipt of request for clarifications from vendors	06-04-2017
Publication of corrigendum (if required)	10-04-2017
Last Date & Time for submission of bids to SDGM & In-charge (CP), Corporate Purchase, ICD Building, ECIL, ECIL P.O., Hyderabad-500 062.	Before 1400 hrs on 17.04.2017
Date, Time & venue of Opening the Techno-commercial Bid. Tender will be opened in the presence of Tenderers	At 1430 hrs on 17.04.2017, RPD Conference Hall, ICD Building, ECIL, Hyderabad Participants in the Tender Opening should have authorization letter from the Tenderer
Date, Time & Venue of opening of price bids of the bidders who qualified in Techno-commercial bid.	Corporate Purchase, ICD Building, Electronics Corporation of India Limited, Hyderabad (The date, time & venue of price bids opening will be intimated later through email to the Technically qualified bidders

Part – I: TECHNO-COMMERCIAL BID

2 Scope:

2.1.1 Hiring of TATA Indica/Equivalent Non-A/c & A/c (diesel) and Swift Dzire/Equivalent Cars on half-a- day/Daily/Monthly Basis:

Services of Tourist Taxis (Tata Indica or equivalent (Diesel) Non-A/C & A/C and Swift D'zire/Equivalent A/C Cars of 2015 Model onwards, which are duly Registered with Road Transport Authorities under "Taxi" category), for official use on Half-a- day/ Daily /Monthly hire on rate contract basis.

2.1.2 Total Estimated value of the contract will be Rs.2.70 Crores (Rupees two crores seventy Lakhs) approximately for two years.

The Terms & Conditions Governing the contract are follows:

2.2 RESPONSIBILITIES:

2.2.1 The Contractor shall provide to ECIL only Road-Worthy Tourist Taxis {Tata Indica or equivalent (Diesel) Non-A/C & A/C and Swift D'zire/Equivalent A/C Cars} of 2015 Model onwards, which are duly Registered with Road Transport Authorities under "Taxi" category, for official use on Half-a-day/Daily/Monthly hire on rate contract

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basis for operation within the Limits of Greater Hyderabad Municipal Corporation and surrounding areas. If required, the contractor shall provide cars for outstation duty also at prescribed rates as per approved km rate.

2.3 VEHICLE:

- 2.3.1 (i) The Cars should be in good condition having valid permit, Taxi token and comprehensive insurance. The vehicle and the driver should have necessary certificates like permits, R.C.Book, Fitness Certificate, Insurnace, Road Tax, Driving license alongwith Badge Number, valid Pollution Certificates etc. as required under Motor Vehicles Act to ply the vehicles. Copies of certificates should be submitted to transport section. The driver should be cladded in uniform at all times when on duty.
- (ii) The Taxis should report with sufficient Diesel to run a minimum of 150 KM per day.
- (iii) Each vehicle should have a spare wheel inflated with correct pressure of air and necessary tools.
- (iv) Vehicle should have neat/good upholstery with white seat covers and no damages to body, good looking with full painting and shall be maintained in clean and tidy condition on a daily basis.
- (v) Vehicle should have proper horn and brakes in good working condition.
- (vi) The vehicle together with the driver should be continuously present. In case of any break down of the vehicle, alternative vehicle should be arranged forthwith, not exceeding the minimum time required to be taken from the agency's office to the point of duty where the vehicle had its break down.
- 2.3.2 (i) Driver should have original driving license with badge number as per Motor Vehicles Act.
- (ii) Driver should wear specified uniform as per Motor Vehicle Act.
- (iii) The Driver shall essentially follow safety rules while driving the vehicle. He shall alone bear responsibility for any violation of safety and MV Act provisions.
- (iv) In case the driver is observed to be in intoxicated condition, a penalty of Rs.1,000/- will be levied, and the vehicle will be treated as not being available for duty on that day. In such case alternate vehicle should be supplied by contractor. Otherwise in case of booking from other sources, the amount which may incurred by ECIL for alternate arrangement, will be deducted from the bill of contractor along with above penalty. The decision of ECIL shall be final and binding on the contractor.
- (v) The Drivers should be well mannered, must be experienced and conversant with city roads and landmarks and Hindi language in addition to their mother tongue. In case the driver expresses ignorance of the prominent routes within the city and thereby the vehicle runs for a longer distance than warranted, the excess distance shall be deleted as if they were personal to the agency and not payable.

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- (vi) The Driver shall be courteous to the user/visitors from ECIL. He shall not argue with the user of vehicle under any circumstances. On complaint from ECIL, the contractor shall change the driver forthwith and without demur.
 - (vii) All the relevant documents to be carried in the car should be available with the driver.
 - (viii) In case valid licence and vehicle documents are not available, the vehicle shall be deemed to have not reported for duty and an additional penalty of Rs.300/- will also be charged.
 - (ix) During duty hours, if driver goes for diesel/ other purpose, the amount will be deducted for additional km and time in the bill.
 - (x) In case of mismatch between meter readings and log book, any duplication of claim, manipulations in distance/time shall be viewed seriously and penalty of Rs.1,000/- will be levied per occasion.
 - (xi) The Driver should always possess an amount of Rs.200/- towards parking, Toll Gate expenses etc.
- 2.4 Bidder Organisation should have facilities like PC with internet for sending emails and Mobile/Landline Phones for booking of cars. The Contractor shall ensure availability of an authorized contact person in his Office to receive messages from ECIL and arrange vehicles at the appointed place and time. Normally, one day prior notice will be given by ECIL for the vehicles required on daily basis. However, in exceptional cases and in exigencies, the Contractor shall provide vehicles at short notice of one or two hours also.
- 2.4.1 The successful bidder(s) shall produce vehicles and documents in original to Transport Section of ECIL for inspection and certification of fitness for registering with ECIL. Only registered vehicles will be supplied against the contract. Prior inspection and registration of other vehicles will be mandatory prior to the vehicles being supplied against this contract. The Transport Section will do inspection of vehicles at random during contract period.
- 2.4.2 The Contractor should submit copies of the reports on the character and antecedents of their Drivers verified by the concerned District Authorities, with reference to the requirement of DAE, Intelligence Bureau or other Government Agencies. If Police Verification Certificate (PVC) is not submitted, a penalty of Rs.300/- per day will be charged.
- 2.4.3 CISF, ECIL, will issue identity card or entry permit for identifying the Driver with car/Agency, only on clearance from Transport Section, ECIL.
- 2.4.4 The contractor may have a tie up with other travel agencies situated at far places (Kukatpally, Mehadipatnam, L.B.Nagar and Hi-Tech City) to supply Monthly Cars to ECIL at approved rates to avoid empty run kms and time.



2.5 **VEHICLE REQUIREMENT:**

2.5.1 The Successful bidder upon award of Contract is responsible for collecting information daily from user Groups/Divisions and arrange vehicles accordingly and to promptly. He should ensure to supply of at least 15 cars per day as and when required. Failure to do so would entail, further engagement of taxis from third parties for the number of vehicles not supplied and also for such number of days besides rendering contractor liable for cancellation of contract at the risk and cost of the Contractor.

2.5.2 Cars should be supplied for half-a-day bookings also at short notice (one or two hours) in case of urgency.

i. Half Day Basis: Half day charges will be applicable in the following cases:

- a. Vehicle should have been booked on half day basis.
- b. The time spent does not exceed '5' (Five) hours.
- c. The KMs run do not exceed 50 KMs.

If the time spent exceeds 5 hrs (or) distance run exceeds 50 kms, full day charges will be allowed.

ii. Journey time from } The time at which the vehicle is signed off by the
garage to Reporting } user should be reckoned as the duty hour point
place/ Drop off to } closure. The time, which the driver subsequently
Garage } takes to reach the garage should be restricted as below
for reckoning the number of hours on duty.

Distance from Garage to Reporting Place/Drop off to garage

Up to 10 kms.
11 to 15 kms.
16 to 20 kms.
21 to 25 kms.
26 kms & above

Time to be Considered each way

30 Minutes
45 Minutes
60 Minutes
75 Minutes
90 Minutes

2.5.3 Process of communication during vehicle booking:

a) Car booking will be from the authorised Divisional Executive directly or through Transport Department, through telephone, email, SMS etc., to Travel Agency with all required input data.

b) Travel Agency inturn should provide the details of Car Number, Driver's Name and Phone Number well in advance to customer/person being travelled and to the Executive, who booked the car from ECIL.

2.5.4 Whenever the regular user is on tour/leave, the monthly vehicle shall report to Transport Section.

2.5.5 In case of exigencies of work if any vehicle is required on Sunday/ holidays, the charges will be paid as daily car.

2.5.6 All the vehicles engaged on monthly basis except those attached to higher officials (GM and above), shall be liable to be rotated once in every six months.



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- 2.6 **DAILY DUTY SLIP:** In case of Daily cars, the Contractor shall issue Daily Duty Slips with all the particulars filled in and make it available with the driver on duty.
- 2.7 **LOG BOOK:** In case of monthly cars the Contractor shall maintain separate log book for each vehicle. On completion of duty for the day, the driver should obtain the signature of the user of the vehicle with his name and designation, the kilometer readings, timings in the beginning and end of the duty and the places visited shall be recorded in the log book. The same shall be submitted for verification and passing the bills for payment
- 2.7.1 New Log Books will be issued to the agencies only after submission of used Log Books to the Corporate Purchase. (The requisition for new log book will be endorsed by Transport Section.)
3. **Period of Contract:** The proposed contract is initially for 2 (two) years and may be extended up to one more year on mutual consent at same rates, terms and conditions.
4. **RATES AND REVISION:** The rates quoted/mutually agreed, shall be firm and no revision shall be entertained during the tenure of the contract including extension period, if any
- 4.1 In case of increase/decrease in diesel prices (per Ltr), it will be increased/decreased and will be calculated on quarterly basis from base value as per the mileage consumption of each type of vehicle. Revised rate will be applicable from 1st day of next quarter. The contract rate agreed is deemed to inclusive Road Tax as prevailing on that date. If there is any hike in the road taxes, the same will be reimbursed to the extent the contractor is ultimately held liable for the relevant vehicles by the Government Authorities, in writing.
- 5.1 In case of Sub-lease of cars, bidders shall submit copies of Lease Agreement entered with the owner of the car. Otherwise, the tender will be liable for rejection.
- 5.2 The Agency should ensure that the Cars taken on sub-lease cannot be interchanged from one Agency to another at least for a period of (3) Three Months.
- 5.3 Bidders to confirm, in their offer, that they will accept orders for monthly or daily cars or both as per the requirement of ECIL.
6. **Qualification/Eligibility Criteria for Evaluation of Techno-Commercial bids:** The bidders eligibility to make an offer will be based on following criteria which should be supported with document proof.
- 6.1 **Office Premises:** The bidder should have their office in Hyderabad with good communication facilities like PC, Landline Phone, Mobile, Fax, Email etc. The office/ garage should within radius of 15 kms from ECIL.
- 6.1.2 The bidder's Organisation should have been registered.

The office of bidder shall be a permanent and dedicated office, either owned or leased and not the residence of an individual. Bidder should attach copies of the following document as proof for office:

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- (i) Full Address of the office and garage (ii) Landline Telephone bills of the Office and garage (iii) Municipality/Corporation/Local Body Tax receipt (If the bidder is owner of the office and garage) (iv) Copy of title deed of the ownership or lease agreement with premises owner, if the bidder's office and garage is rented/leased; in case of leased office, the tenure of the lease should be for a minimum period of 3 years from the date of closing of the tender (v) Registration in state Transport Department or any other document issued by Government/Statutory authority, indicating the name, address of bidder's office and nature of business relevant to the scope of the tender.
- 6.2 Proof of successful execution of previous orders and corresponding completion certificates: The bidder should have experience of having successfully completed similar Tourist Taxis Contracts during last 7 years ending 31.03.2017 as follows:
- One such contract not less than Rs.2.16 Crores (or)
 - Two such contracts not less than Rs.1.35 Crores each (or)
 - Three such contracts not less than Rs.1.08 Crores each.
- 6.2.1 In addition to the above, the bidder should furnish copies of successfully executed contracts completion certificates, for the above periods for the services of Tourist Taxis.
- 6.2.2 Similar work Experience: Bidder may submit similar experience of higher values as asked above and need not put order copy of smaller values. Smaller than prescribed values of POs shall not be summed up for consideration.
- 6.2.3 Incase service is provided by the bidder to private parties, the related TDS certificate should be enclosed. (Not applicable to Govt. Organisations)
- 6.3 **Track Record:** Preference will be given to the bidder, who executed the orders to Government departments, PSUs in preceding seven financial years. Copy of contract/order and successful Execution/Completion Certificate should be attached as proof. Name and addresses of Customers on such successful completion with contact person telephone Number, email id, etc., should be furnished.
- 6.4 **Financial Status of the Bidder:** The Bidder should preferably be a profit-making organization in previous three financial years i.e., 2013-14, 2014-15 and 2015-16. Average Annual Financial Turnover during the last three years, ending 31st March 2016, should be at least Rs. 81.00 Lakhs on Tourist Taxis operations. Bidder should submit copies of audited Balance sheet, Profit and Loss Account towards proof of turnover and profit/loss **statement**.
- 6.4.1 Bidder should attach copy of Service Tax Registration Certificate along with Techno-Commercial bid.
- 6.4.2 Bidder should attach copies of TAN / PAN card and TDS Returns for the financial years 2013-14, 2014-15 and 2015-16.
- 6.4.3 The bidder must be a Proprietor/Registered Company/Partnership firm in India. Copy of relevant proof issued by statutory authority should be furnished with the techno-commercial bid.
- 6.5 Bidder(s) shall submit a valid Registration and trade (i.e., for Supply of TOURIST TAXIS) Licence from the appropriate Government Authorities along with the Techno-Commercial bid.
- 6.5.1 Preference will be given to Bidders having at least 15 (10 own + 5 subleased) cars of 2015 model onwards with yellow taxi number plates. Agencies should offer minimum 10 Nos. of taxis registered in the name/proprietor's name/Director's name. Copies of RC books should submitted along with the Techno-commercial bid of quotation as proof thereof or within 15 days of opening of bids.

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- 6.5.2 Qualification/Eligibility Criteria for evaluation of Techno-commercial Bids will be as per Annexure-H.
- 6.5.3 Compliance in respect of **Annexure-G** is mandatory. Only bidders providing proof of satisfying these criteria will qualify in the techno-commercial bid evaluation.
- 6.6 Techno-commercial bids should be furnished strictly as per format in Annexure - A.
- 6.7 ECIL does not guarantee minimum business to the successful bidder during the currency of the contract.
- 6.8 Bidder shall furnish declaration strictly as per format in ANNEXURE-D.
7. **VALIDITY OF BID:** Bids shall be valid for a minimum period of **90 days** from the date of opening of price bids.
8. **EARNEST MONEY DEPOSIT (EMD):**
- 8.1 Techno-Commercial Bid shall be accompanied by an **interest-free EMD Rs.75,000/- (Rupees Seventy five thousand only)** as specified in Annexure-H through crossed Demand Draft, drawn on any Scheduled Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) through Bank Guarantee from a Scheduled Bank on Non-Judicial Stamp paper of Rs.200/- as per format in Annexure - B, valid for 180 days from the tender closing date.
- 8.2 EMD will be refunded to the un-successful Bidder within one week after Technical bid is finalized.
- 8.3 EMD will be refunded, to successful bidder/bidders within 30 days after signing of Agreement, subject to receipt of Performance Bank Guarantee(s).
- 8.4 If EMD is furnished through Demand Draft, the Bidder shall furnish name of the Bank, Branch, Type of Account, Account Number and IFSC code in Techno-Commercial Bid for refund of EMD.
- 8.5 Upon award of contract, if the contractor fails to furnish Performance Bank Guarantee as per Contract terms within 15 days, EMD will be liable for forfeiture and contract will be liable for termination, in addition to invoking Risk Purchase Clause.
- 8.6 If any bidder fails to provide the clarifications sought by ECIL within seven days or revokes/withdraws/modifies the bid during its validity, the EMD will be forfeited.
- 8.7 Bids not accompanied by EMD will be summarily rejected.
- 8.8 DD/BG towards EMD should be enclosed with the Techno-commercial bid only. If DD/BG is enclosed with price bid (instead of techno-commercial bid) the bid will be disqualified.
- 8.9 NSIC certificate holders with store details may apply without Tender fee & EMD.



9. **PRICES:** Bidders should submit the bid indicating clearly Basic price/charge against each line entry of the price bid of the format. Prices/charge and Taxes shall be indicated separately against each line entry as per price bid format Annexure - C.
- 9.1 Price bid should contain only prices. No terms & conditions should be included in the price bid.
- 9.2 Prices should be indicated both in figures and words. If there is any discrepancy between the values in figures and words, the value indicated in words will be considered.
- 9.3 Basic charges for each type and rates of Taxes as applicable should be furnished in the price bid.
- 9.4 Un-priced Price bid, as per Annexure C, but indicating applicable taxes and tax rates, with endorsement that prices have been quoted in the price bid strictly as per the format, should be furnished as part of Techno-commercial Bid.
- 9.5 Mutually agreed basic charges shall remain fixed till completion of contract, whatever be the circumstances.
- 9.6 Except when there is a revision warranted by diesel price increase/decrease as per Clause No. 4.1. No revision of rates will be entertained till completion of the contract.
- 9.7 The bidder should have registered for service tax. The claims should clearly indicate the following.
1. Name and address of Service provider.
 2. Name and address of the Service Receiver (ECIL).
 3. Service Tax Registration Number of the service provider.
 4. Description of service ["Rent-a-Cab Service"].
- 9.8 Statutory deductions, including TDS as per IT Act, will be made from the bills payable to the contractor.
10. **INSPECTION & ASSESSMENT:** ECIL reserves the right to inspect bidder's premises for assessment of suitability of infrastructure, credentials in respect of nature and quantum of business claimed etc. The assessment made and consequent decision of ECIL on bidder's suitability for the tender scope shall be final and binding on the bidder.
11. **Performance Bank Guarantee (PBG):** The Contractor should furnish performance bank guarantee @ 5% of the total contract value equally divided among the contractors, valid for entire duration of contract period including the extended period of contract considered, if any, issued by a scheduled bank, within 15 days of award of contract towards security deposit and performance of the contract. The PBG shall be extended from time to time, as demanded by ECIL, to cover the intended obligation. PBG shall be submitted in the format as per Annexure – E.



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- 11.1 In the event of Security Deposit being insufficient or having been forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum payable to the contractor. Should such sum also not sufficient to cover the full amount recoverable, the contractor shall remit the balance dues in cash to ECIL on demand in the manner as directed by ECIL.
- 11.2 Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit in order to maintain the total amount which shall not be at any time less than the specified amount.
- 11.3 In case of successful bidder EMD will be liable to be forfeited if he fails to sign the agreement or provide PBG within 15 days of intimation of award of contract.
12. **AGREEMENT:** Successful Bidder shall enter into an Agreement with ECIL on Non-judicial Stamp Paper worth of Rs.200/-, within 15 days of receipt of written intimation from ECIL on acceptance of tender. The EMD will be forfeited in the event of failure of the successful bidder to enter into an Agreement within 15 days from the date of such written intimation.
13. **TERMS OF INVOICING & PAYMENT:** The Contractor will submit the bills in triplicate duly attested/certified by the user Division. The name of the Bank, Branch, Account Type & Account Number, IFSC code shall be made available for making the payment. Income Tax will be deducted at source and paid to Govt. as per rules and TDS certificate will be issued. The Contractor shall furnish the PAN for this purpose. The Invoice / Bill shall contain the Service Tax Registration Number, Name and Address of the Service Provider, Description of Service and the Amount of Service Tax Claimed (if required). Contractor should provide the required details for effecting payment by RTGS, NEFT.
- 13.1 The Contractor shall submit bills, relevant log book of the vehicles provided and requisition-cum-trip sheets, to the respective user Groups/Divisions.
- 13.2 The Contractor should enclose proof of payment of all taxes if paid, along with the bills of hire charges for payment, failing which payment kept withheld.
- 13.3 Payments will be released after deducting TDS or any other statutory dues within a period of 60 days from the date of submission of the Tax invoices duly certified by user Departments/Groups of ECIL, complete in all respects, with relevant supporting documents.
- 13.4 ECIL shall not be held responsible for delay in payment due to contractor's delay in submitting the bills complying with all terms of the contract.
- 13.5 No Advance payments will be made.
- 13.6 Service Tax credit benefits, if any, shall be passed on to ECIL.
14. **LIQUIDATED DAMAGES:**
- 14.1 Failure to supply at least 15 vehicles per day shall be liable for levy of liquidated damages of Rs.300/- per every shortfall, which will be in addition to the extra expenditure, if any, due to engagement of vehicles from other sources.

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- 14.2 The Contractor shall provide an approved substitute vehicle in the event of breakdown of the hired vehicle immediately. In the event of failure to do so, ECIL shall debit the expenditure incurred for making alternate arrangements from the Contractor and also Rs.500/- as liquidated damage charges for each day for the number of days not supplied.
15. **COMPLIANCE:** There will be a separate schedule (Annexure-I) giving details of penalties leviable against various defaults which will be signed unconditionally by all bidders failing which their bid will not be considered.
- 15.1 If the supplied vehicle condition is found not satisfactory or any complaint in writing is received from the user Group on any aspect including negligent behavior of the driver, the vehicle should be treated as not reported for the balance period of the day from that point of time. Penalty of Rs.500/- may be imposed by the user, in addition to non-payment for the relevant period.
- 15.2 Speedometer of the vehicle shall be calibrated and accurate. Any violation will be viewed seriously and entailed severe penal action by ECIL.
16. **RISK PURCHASE:** In the event of contractor's failure to provide the services as per contract terms and conditions, ECIL reserves the right to cancel the contract, source the contracted services from alternate agencies and in which event, the contractor will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for alternate arrangement.
- 16.1 All such costs will be recovered from bills/payable (or) by invocation of Bank Guarantee(s) or through other recourse of law. The decision of ECIL is final and binding on the contractor(s).
- 16.2 ECIL reserves the right to invoke risk purchase clause,
- i) when successful Bidder failed to provide Performance Bank Guarantee as per terms of contract (or)
 - ii) in the event of contractor assigning the contract either in part or full to any third party without the written consent of ECIL.
- 16.3 In case of failure of the bidder to correct himself for objections raised and comply with contractual requirements, ECIL reserves the right to cancel the contract and to invoke Risk Purchase Clause apart from other legal recourse.
17. **AWARD OF SCOPE:**
- 17.1 Bidders shall have no choice on the scope.
- 17.2 ECIL reserves the right to enter into similar contract with any other Taxi Agency as required by ECIL from time to time and Successful Bidder shall neither have any grievance nor claim to insist for providing the services to the contractor.
- 17.3 ECIL reserves the right to award the Contract for lesser period also, if circumstances warrant.



- 17.4 Evaluation will be done by the committee based on the fleet ownership, sub-lease taxis, communication facilities, past experience of contracts, survey of firms/agencies, after opening of Techno-Commercial Bids. The price bids of technically qualified bidders will be opened. The rate quoted for Indica/Equivalent for monthly Cars will be considered for deciding on L1 bidder. The lowest rate quoted for each other category will be taken as L1 rate and the same will be offered to other bidders for finalization of contract. The contract may be awarded to one party or may be split between two or more parties, subject to their matching L1 Price and the total volume of business will be distributed with higher share for L1 Party.

18. Discussions:

- 18.1 Bidders should quote competitive charges considering the fact that discussion, if required, will be held only with the techno-commercially qualified lowest price Bidder.
- 18.2 If ECIL decides to distribute the work among more than one bidder, ECIL reserves the right to negotiate with more than one bidder.

19. Dispute Resolution

- 19.1 Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions.
- 19.2 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration by appointing Sole Arbitrator by Director (Personnel), ECIL. The Award passed by the Sole Arbitrator shall be final and binding on both the parties and the said Award shall not be questioned in any court of law.
- 19.3 The venue for Arbitration proceedings shall be at Hyderabad and as per provisions of Arbitration & Conciliation Act 1996.
- 19.4 Only courts in GHMC (Kapra Circle), Hyderabad, Telangana State shall have exclusive jurisdiction.

20 Assignment:

- 20.1 When the contract is awarded, the Contractor shall not sub-delegate, transfer or assign any obligations thereof, either in whole or in part, to any third party.
- 20.2 ECIL reserves the right to cancel the contract and invoke Risk Purchase Clause, when the Contractor fails to comply.

21 Affidavit for Non-Prosecution and No Pending Litigation:

Bidder should furnish a notarized Affidavit on non-judicial stamp paper of value Rs.20/-, as per the Format at **Annexure-F**.

22 Safety & Statutory Compliances:

- 22.1 Contractor shall be responsible for all aspects of health, welfare, safety, security environmental and statutory compliances as per Indian laws as applicable, the personnel employed by the Contractor, during execution of the contract.



- 22.2 Contractor shall undertake to make good all the damages, losses caused to the property/personnel of ECIL or to any 3rd party.
- 22.3 All the Cars should be covered under comprehensive insurance which should include driver/passengers/occupants and documentary proof of the same should be submitted to ECIL.
- 22.4 The contractor should have P.F. Account Number and ESI number in his/Firms Name. All necessary statutory provisions under Labour laws including PF act and ESI act should be adhered strictly by the contractor.
- 22.5 ECIL will not be responsible or liable for any loss, damage of the vehicles, loss of life of contractor's drivers and any others in case of accident. ECIL shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative/servants of any contractor during his/her to and fro journey and or while attending the services of ECIL. Motor Vehicle Accident Tribunal Compensation/any other compensation should be settled by the contractor himself through his own means.
- 22.6 In the event of breach of any of the terms and conditions of the contract, the Director (P), ECIL or any other ECIL officer authorized by the Director (P) to act on his behalf for this purpose, shall have, without prejudice to other rights and remedies, the right to terminate the contract forthwith and or to forfeit the entire amount or part of the amount of Security Deposit, towards any sum due for damages, losses, charges, expenses, or costs that may be suffered or incurred by ECIL due to the contractor's fault. The decision of Director (P), ECIL or the Authorised officer as above in respect of such damages, losses, expenses, or costs shall be final and binding on the contractor.
23. **TERMINATION OF CONTRACT:** Contract may be terminated by giving 3 months notice by either side. However, the contract shall be bound to fulfill the contractual obligations ever after such termination to the extent applicable during the period of notice. If the contractor wishes to withdraw from the contract, the damages suffered by ECIL to engage alternative sources during unexpired portion of the contract period shall be recovered from the Security Deposit.
- 23.1 Non-supply of vehicles three times in a month even after receiving 24 hours advance notice or violation of any terms & conditions of the contract, is liable for termination of the contract and forfeiture of Security Deposit, without any notice.
- 23.2 If the contractor or the driver is convicted for any offence including rash and negligent driving by a competent Court, the contract is liable to be terminated automatically.
- 23.3 The contract is liable for termination, in the event of the contractor becoming insolvent or the agency going into liquidation or winding up of the business or making arrangement with his creditors. In case of such termination, the contractor is not entitled to any compensation.
- 23.4 Repeated defaults can result in termination of the contract and attendant penalties as applicable.
24. ECIL reserves the right to use its own vehicles or those of its sister concerns or of any other registered firms/societies and reputed agencies for the same or similar services.



- 25.** For effective implementation of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 notified under MSME Act, 2006, we need details of your Organization whether MSME Sector (including MSEs owned by SC/ST/Women/P.H Entrepreneurs). Please provide the same along with techno-commercial bid. NSIC certificate for MSME firms to be submitted. MSME Circular Dated 10th March 2016 relaxation of Norms for Start-ups. Please provide the same along with techno commercial bid.

PART- II: PRICE BID:

1 Prices:

- 1.1 Basic Charges and applicable taxes and tax rates, should be offered against each line of entry of the Price Bid format, as per Annexure C.
- 1.2 Price bid should not contain any term or condition or clause except the basic price.

(BABU RAO NETI)
SDGM & In-charge (CP)



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE - A

TECHNO - COMMERCIAL BID

(Please submit in separate sealed cover)

TENDER NOTICE No. ECIL:CP:HTT:PT-131:17-19

DATE: 27.03.2017

DUE DATE: 17.04.2017

TIME: 1400 hours

Sl.No.	Clause Ref.of Tender	Subject	Penalty Rs.
1.	6.1	Name of the Organization & Address	
2.		Date of Establishment	
3.	6.1.2	Company Registration Number & date (Please attach proof from appropriate authority)	
4.	6.1	Office Address	
		How old is the office as on tender closing date	
		Telephone No. (Land Line)/Cell No.	
		Fax No.	
		Email Id	
		Documentary proof attached	
5.	6.1	Garage/Parking facilities at Hyderabad (address of garage should be given with proof)	Place: Locality & Area covered in Sq.ft.
6.	6.5.1	Fleet ownership at Hyderabad (Minimum 15 (10 own+5 sub leased) Cars of 2015 onwards Models with Yellow Number plates) Taxi Cars on Firm Name/Sub-lease : (Please enclose separate statement with copies of the R.C.Book and relevant documents including Sublease Agreement valid Labour Licence)	<u>TYPE</u> <u>MODEL</u> <u>VEHICLE NO.</u>
7.		Track Record	Years of Contract
	6.2.1	Please give details of similar orders/ contracts executed by the bidder (enclose copies of orders and job completion certificate and for yearly job completion certificates for ongoing contracts) during last 7 years ending 31-03-2017 as follows:	Details of Experience
			2010-11
			2011-12
			2012-13



We hereby declare that the information given above is true and correct. If at any cost of Tender Document Rs.2,000/- later date, the information provided is proved to be false, we understand that the bid is liable to be rejected or the contract if awarded, is likely to be cancelled by ECIL and we will be responsible for all risks/costs/damages that ECIL may suffer on account of false information, if any.

NOTE TO THE TENDERERS: All the above information i.e. Sl. No. 01 to 18 relevant documents should be provided alongwith Techno-Commercial Bid, otherwise your bid will be disqualified.

Place:
Date:

Signature: _____
Name & Office Seal: _____



ANNEXURE - B

FORMAT FOR BANK GUARANTEE TOWARDS EMD

WHEREAS M/s _____ (Name and address of the Bidder) intend to submit a Bid, hereinafter called the 'Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called the 'Company', against the tender notice issued by the Company vide reference no. _____ dtd _____ due for submission on _____ for Hiring of Tourist Taxis Service Contract.

Now, by this Guarantee, we, the undersigned on behalf of _____ (name of the Bank, name of the Branch and address), hereinafter called as the 'Guarantor' whose registered office is at _____ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to the Company, of the sum of Rs. _____ (Rupees _____) as Earnest Money Deposit to indemnify the Company in case of default by the Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to the Company as set forth in the enquiry valid and unaltered until _____ days from the date of the bid i.e. up to _____ and/or refused to sign a formal agreement/contract in accordance with the terms of the tender or after having signed the agreement/contract does not perform the purchase order/contract when awarded, 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 written request, without any demur or protest and without reference to M/s _____ (name of the Bidder) within 7 days from the date of such 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 sought/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 Security Deposit within ten days of 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 dependant on conditions on the Company proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by the Company merely on claim being raised by the Company and even before any legal proceedings are taken against the Bidder.

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

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Security Deposit by the Bidder in the manner specified by the Company and in any case until

Contd...2



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

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_____ (____ days from the bid date) with additional claim period of 15 days, i.e. the company is entitled to lodge the claim under this Guarantee up to _____ (15 additional days).

We, _____ (name of the Bank) have power to issue this Guarantee under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney dated _____ granted to him by the Bank.

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

Date:

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

- Bidder should submit this BG on non-judicial stamp paper of Rs.200/- from a Nationalized or Scheduled Bank only.



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ANNEXURE - C

PRICE BID

(Please submit in separate sealed covers)

TENDER NOTICE No. ECIL:CP:HTT:PT-131:17-19

DUE DATE: 17.04.2017

DATE: 27.03.2017

TIME: 1400 hours

HIRING OF TOURIST TAXIS (TATA INDICA/EQUIVALENT NON-A/C & A/C DIESEL AND LUXURY A/C CAR SWIFT DZIRE/EQUIVALENT CARS) OF 2015 MODELS ONWARDS

HIRE CHARGES

S.No.	Description	Unit	Non-A/C Cars	A/C Cars	Luxury Cars
			Indica/ equivalent	Indica/ equivalent	Swift Dzire/ equivalent
			Rs.	Rs.	Rs.
A. <u>Daily Hire Basis:</u>					
1.	Upto 50 KM. (or) 5 hrs. a day. usage (Half-a-day)	Lumpsum	_____	_____	_____
2.	Upto 100 KMs. and 10 hrs. a day usage (Full day)	Lumpsum	_____	_____	_____
B. <u>Monthly Hire Charges (Except Sundays / Holidays)</u>					
1.	Upto 1500 KMs. per month and 10 hrs. a day usage.	Lumpsum	_____	_____	_____
2.	Upto 2000 KMs. per month and 10 hrs. a day usage	Lumpsum	_____	_____	_____
C. <u>Additional Charges over and above (A&B):</u>					
1.	Extra Km Rate Per Km.		_____	_____	_____
2.	Extra Hour Rate Per Hour		_____	_____	_____
D. <u>Driver Batha:</u>					
1.	When reporting before 0700 hrs. and/or after 2200 hrs.	Lumpsum	_____	_____	_____
2.	When reporting on Sundays/Holidays	Lumpsum	_____	_____	_____

Date:

Signature:

Name & Office Seal:



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE - D

Tender No. ECIL:CP:HTT:PT-131:17-19

Declaration Form

(To be enclosed with Techno-commercial Bid)

Name of the Tenderer

Address of the Tenderer:

(To be filled in by the tenderer)

I / we hereby offer to bind ourselves to terms and conditions of the contract. I/ we do hereby agree that I / we shall keep my / our offer for a period of Ninety Days from the date of opening of price bids of the tender or for the extended period as desired by ECIL in addition to the period of Ninety days mentioned above in the event of my / our offer being accepted. I/we shall abide by and give my / our acceptance to the terms and conditions which are mentioned in this Tender document governing and shall execute an agreement in the prescribed form in the event of my / our offer being accepted by ECIL.

Yours faithfully,

Signature of the tenderer with full address
(To be signed by an authorized signatory
With full address of the tenderer)



ANNEXURE - E

PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

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 – 500 062, India (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 M/s _____ / company name and address) (herein after referred to as the “Contractor” was awarded a Purchase Order/contract No. _____ dated _____ (hereinafter referred to as the “Purchase Order/contract”) by the Company for providing Hiring of Tourist Taxis Service.

And whereas the Purchase Order, /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 Purchase Order/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 Purchase Order/contract 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, damage, costs, charges and expenses caused to or suffered by the Company by reason of the 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 Purchase Order/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 Purchase Order/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 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.

Contd...2



ELECTRONICS CORPORATION OF INDIA LIMITED
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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/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 Purchase Order /contract and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor hereunder 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 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/contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order/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 12 (months) from the date of completion of the Purchase Order/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 shall, at the time when the proceedings are taken against the Guarantor hereunder be overdue or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney 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 15 days). The Guarantor hereby undertakes to honour the said invocation without demur.

Witness:

Signed for and on behalf of the
Bank (Guarantor)

- 1.
- 2.

. Bidder should submit this BG on non-judicial stamp paper of Rs.200/- from a Nationalized or Scheduled Bank only.



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE - F

AFFIDAVIT
TOWARDS DECLARATION OF NON-PROSECUTION AND NO PENDING LITIGATION

To
SDGM In-charge (Corporate Purchase)
Electronics Corporation of India Limited
Hyderabad - 500 062

Sub: Your Tender Notice No.ECIL:CP:HTT:PT-131:17-19

"We, M/s _____ (name and address),solemnly declare and affirm that we are not debarred, blacklisted nor prosecuted by Central Government, State Governments or any other PSUs, Private Sector Units for breach of any contract.

There are no pending litigations against us either from Government of India, State Governments within the Union of India or any other Private Sector Units.

We have no arrears of taxes or any other statutory dues to any Government Body".

for M/s x x x x x x x x x

(Authorized Signatory)
Date:



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE-G

Compliance Statement

(To be enclosed with Techno-commercial Bid)

Sl.No	Compliance Criteria	Complied	
		Yes	No
1			
2	Tender document signed and affixed bidder's seal on all pages.		
3			
4			
5			
6			
7			
8			
9			
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11			
12			
13			
14			
15			
16			
17			
18			

Signature of Bidder, Date and Seal



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE-H

QUALIFICATION/ELIGIBILITY CRITERIA

1. Other requirements

01.	Valid Registration and trade (for supply of Tourist Taxis) Licence from the Department of appropriate Government Authorities	Yes / No
02.	<u>Own fleet- Minimum 10 Taxis</u>	Yes / No
03.	Turnover / Rs. in Lakhs Average Annual Financial Turnover during the last three financial years (2014-2017) <u>Rs.81.00 Lakhs</u>	Yes / No
04.	Whether Valid Service Tax Registration Certificate copy attached	Yes / No
05.	TDS returns Copies for FY 2013-14, 2014-15 and 2015-16 attached	Yes / No
06.	Income Tax PAN Number Copy attached	
07.	Whether the bidder is a Registered Company / Firm in India Copy of relevant proof issued by statutory authority in respect of above attached	Yes / No Yes / No
08.	Document proof for Office premises attached	Yes / No
09.	Past supply performance to Customers during each Financial Year Year 2010-11 Year 2011-12 Year 2012-13 Year 2013-14 Year 2014-15 Year 2015-16 Year 2016-17 a) One such contract not less than Rs.2.16 Crores (or) b) Two such contracts not less than Rs.1.35 Crores each (or) c) Three such contracts not less than Rs.1.08 Crores each. <u>* In case work experience is from Organisation other than Govt./PSU/Govt. Dept Please attach certificates.</u>	Yes / No

EMD Amount submitted Rs. _____ DD No. _____ Dated _____
Bank _____ Branch _____ IFSC code _____ Payable at _____

Charges towards tender document Rs.2,000/- DD No. _____ Date _____
Bank _____ Branch _____ payable at _____

Signature:
Office seal of the Bidder:



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE-I

LIST OF PENALTIES

Sl.No.	Tender Clause No.	Subject	Penalty Rs.
01.	2.3.2 (iv)	Driver is in intoxicated condition	1,000/-
02.	2.3.2 (viii)	Valid Licence & Vehicle documents are not available, the vehicle shall be deemed to not reported for duty and an additional	300/- will also be charged
03.	2.3.2 (x)	Mismatch between meter readings and log book, any duplication of claim, manipulations in distance/time shall be viewed seriously and	1,000/- will be levied per occasion
04.	2.4.2	Police Verification Certificate (PVC) is not submitted	300/- will be charged
05.	14.1	Failure to supply at least 15 vehicles per day shall be liable for levy of liquidated damages (LD), which will be in addition to the extra expenditure, if any, due to engagement of vehicles from other sources.	Rs.300/- as LD per every shortfall
06.	14.2	The Contractor shall provide an approved substitute vehicle in the event of breakdown of the hired vehicle immediately. In the event of failure to do so, ECIL shall debit the expenditure incurred for making alternate arrangements from the Contractor and also liable for levy of liquidated damages (LD) for each day for the number of days not supplied.	500/- as LD for each day for the number of days not supplied.
07.	15.1	Vehicle condition is found not satisfactory or any complaint in writing is received from the user Group on any aspect including negligent behavior of the driver, the vehicle should be treated as not reported for the balance period of the day from that point of time.	500/- will be imposed by the user, in addition to non-payment for the relevant period.

Signature:

Office seal of the Bidder: