

Electronics Corporation of India Ltd
(A Government of India Enterprise)
ECIL P.O. HYDERABAD –500 062
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No.ECIL/ISG/RFQ/EOI/001 dt. 17.08.2015

REQUEST FOR EXPRESSION OF INTEREST (EOI) REF NO. ECIL/ISG/RFQ/EOI/001
dt. 17.08.2015

Instruments & Systems Division (ISD) of Electronics Corporation of India Limited (ECIL), Hyderabad is involved in Design, Manufacture and Marketing of a wide range of Photonics Products, Nuclear Industrial Systems, Electronic Energy Meters and Scan Systems. ISD, ECIL wishes to appoint agents on commission basis for booking orders and for extending necessary post order support like collection of 'C' forms, Payments, pre-dispatch inspection clearances etc. Interested parties, having offices all over the country (marketing presence) and required skills & manpower may apply on their letter heads indicating their credentials for each category separately (super – scribing the category on the envelope) within 21 days to : The General Manager, Instrument & Systems Group, Electronics Corporation of India Limited, ECIL Post, Hyderabad – 500 062.

Categories:

- 1) Photonics products such as analytical & medical equipment, Spectrophotometers, Mercury analyzers, Electronic energy meters and other related products of energy management.
- 2) Nuclear Industrial Instruments such as Nucleonic Thickness Gauges, Coal Ash Monitors, Radiometric Density Gauges, Level Gauges etc. and Electronic Toll Collection Systems & Weigh- in – Motion systems.
- 3) Scan Systems like X-Ray Baggage Systems and Container Scanner etc.
- 4) Biometric Finger Print Based Access Control System.

Electronics Corporation of India Limited (ECIL) invites applications from eligible parties for empanelment as Agents/Business Associates to market (promote) the products of ECIL in the states as detailed below.

Date of Receipt of EOI 07-09-2015.

Agent / Business Associate:

The Agent has to operate his office and business affair with its own resources. The Agent has to promote the products of ECIL in any of the Indian States depending on its strengths in respective states. The prospective Agents should indicate their choice of states depending on their strengths and marketing capability in that area. The decision of allotment of states will entirely rest on ECIL.

The prospective agents will have to pay a non refundable amount of Rs.10000.00 per state of their choosing.

ROLES AND RESPONSIBILITIES:

Role of Agents

The Agent has to run his office with its own Resources.

The Agent should not participate in any tender/EOI on their own where ECIL is participating.

Rules that will govern the EOI

1. Validity of Agreement will be for a period of three years.
2. The Agent shall procure orders from the intending purchasers for specified catalogue instruments.
3. The Agent shall get orders from the intending purchasers at the prices fixed by ECIL.
4. The Agent will be authorized to quote the prices as stipulated by ECIL. However, in such cases unless the quotation is accepted by the intending purchaser and a firm Purchase Order from intending purchaser is received by ECIL the agent will not be eligible for any commission.
5. On acceptance of orders arranged by the Agent and after realization of the invoiced amount by ECIL, ECIL agrees to pay to the Agent a basic commission in the range of 5-10 % depending on the product. Additional commission of 30% of the difference between catalogue/approved price and the price at which the order is obtained will be paid. The additional commission is allowed only for the Instruments and its accessories manufactured by ECIL. The basic and additional commission shall be paid on the basic price for the equipment only and not on the duties, taxes, insurance, freight & packing charges.
6. ECIL also agrees to pay Service Tax extra as applicable on the commission paid.
7. The tender fees will be reimbursed to the agent on submission of the claim for the same along with the proof of purchasing the tender documents and having submitted the offer on behalf of ECIL within the due date and time.

8. The Agent shall be paid the commission at the said rate only after realization of invoiced amount. However, in case where the order value exceeds **Rs. 5.00 Lakhs (Rupees Five Lakhs)** and advance is realized through the Agent, Commission on pro-rata basis shall be paid.
9. The commission will be paid within a period of 90 days from the date of the receipt and acceptance of claim by ECIL.
10. While paying the commission, Income Tax will be deducted at source as per IT rules.
11. Agency Commission will be paid by RTGS duly incorporating the Bank Account Number, Name of the Banker where the Agent is stated to have account.
12. It shall be the responsibility of agent to supply the necessary literature to the purchaser in respect of instruments after obtaining the same from ECIL.
13. The Agent shall be responsible to ensure that the buyer retires the documents through bank before taking delivery of the goods, that payment as per terms agreed are made on due dates and that balance sale consideration is paid in any case within 2 months from the date of dispatch of material. In case the consignment is not taken delivery by the buyer, the Agent shall bear the cost involving the freight charges both outward and inward, incidental charges, Excise Duty, Sales Tax liabilities, insurance etc. if any.
14. In no event the Agent shall realize the sale price in their name. They shall always ensure that the payments are made in favour of ECIL.
15. The area of operation shall be decided by the tender committee.
16. However, it shall be open to ECIL to deal directly and / or to appoint one or more agent for the same product within the same area or to modify, alter, diminish or enlarge the area depending upon exigencies in which event the agent cannot claim any commission or compensation.
17. It is understood between the agent and ECIL that the agent shall not do anything outside the provision of this agreement which shall have an effect on financial obligation on the part of ECIL or which may put ECIL to a loss.
18. The agent shall neither manufacture the aforesaid items, nor shall undertake the dealership/ agency in respect of those items from any party other than ECIL during the currency of this agreement.
19. ECIL may furnish certain technical, marketing and other information in respect of Electronic Instruments to the agent and the agent shall keep that information and knowledge confidential and shall not transfer or part with to any other agency except with the prior written permission of ECIL.

20. ECIL reserves its right to terminate the agreement even during the currency of agreement, in case the performance of the Agent is found to be unsatisfactory or on account of breach of contract, for the agency, between ECIL and the Agent.
21. Neither ECIL nor the agent shall be liable to the other for any delay or any failure or the performance of their respective obligation under this agreement on account of force majeure conditions including but not limited to strikes, lock outs, riots or any act of the Government. If the party seeks to claim protection under this clause, the party shall serve a notice on the other party, bring these facts and circumstances to its notice within 15 days from the date of commencement of such cause, contingency or circumstances as the case may be.
22. It is agreed that, in case of any dispute in respect of any terms of this agreement or in respect of interpretation of any of the clauses of this agreement, the decision of Chairman and Managing Director of Electronics Corporation of India Limited, Hyderabad shall be final and binding on the Agent.
23. Any dispute arising out of this agreement shall be subject to the jurisdiction of the courts at Ranga Reddy District.
24. Any request for further information or clarification on the EOI document may be submitted in writing to SDGM(MM),ISG,ECIL Hyderabad.ECIL may respond to the queries raised/clarifications sought to the best of its ability.
25. No oral modification or interpretation of any provisions of this EOI shall be valid. Written communication shall be issued by ECIL when changes, clarifications or amendment to the EOI document is deemed necessary by ECIL at its sole discretion.
26. EOI submittals should be in English. Duly authorized representative shall sign on each page of the documents. EOI should be prepared in such a way so as to provide a straight forward, concise description of Applicants capabilities to satisfy the requirements of this EOI. Emphasis should be on (a) conformance to EOI instructions; (b) responsiveness to the EOI requirements; (c) completeness and clarity of content.
27. If at any time during the evaluation of EOI, ECIL requires any clarification on the documents submitted by the prospective parties, it reserves the right to request a clarification so as to complete the evaluation.
28. The prospective bidder will have to apply in the given format , however , on his own letterhead.
29. EOI which is found to be incomplete in content and/or attachments and/or authentication etc. is liable to be rejected.
30. ECIL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by ECIL shall

not relieve the Applicant of his obligations or liabilities hereunder nor will it affect any rights of ECIL.

31. An undertaking as given in the following text will have to be enclosed/attached along with the offer.

The Agent undertakes that he has not given, offered or promised to give directly or indirectly, any gift, consideration, reward, commission fee brokerage or inducement to any person in service of the customer or otherwise in procuring the order from customers. Any breach of the aforesaid undertaking by the Agent or any one employed by him or acting on his behalf (Whether with or without the knowledge by him the agent) or the commission of any offence by the agent or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or prevention of the corruption act, 1986 or any other act enacted for the prevention of the corruption shall entitle the principal to cancel the Agreement with the Agent and recover from the Agent any loss arising from such cancellation. The decision of the principal to the effect that a breach of the undertaking had been committed shall be final and binding on the Agent.

Eligibility Criteria

1. The Agent should be a Registered (Private / Public) Company / Partnership Firm / Proprietorship Firm with sound Technical and Commercial resources in state-of-the-art technologies and following best Business Practices. In case of partnership firm, copy of the registered documents need to be enclosed along with application.
2. In case of Individuals/Proprietorship, police verification certificate has to be submitted along with the application. For Public/Private Companies, the copy of the Incorporation Certificate needs to be submitted along with application.
3. The Agent should be a company with a minimum annual turnover of **Rs.5 Lakhs** each year for at least last two years.
4. The agent should work with ECIL on exclusive basis in the said States. That means the bidder will not work with any other party in these states/places.
5. The bidder should not have been blacklisted by any Govt./PSUs or any other agencies earlier. **The bidder has to submit “self Certification” to that extent.**

Other Terms & Conditions:

1. ECIL shall have the liberty to accept or reject any offer of Bidder in part or total bid without assigning any reasons.
2. Email/ Fax bids will be summarily rejected.
3. Bids submitted with counter conditions will be summarily rejected.
4. Request for extension of due date will generally not be considered. However, ECIL at its sole discretion, may extend due date, if required and will be intimated.
5. Bidder should provide contact details and also name of the contact person with mobile/land line/ Fax number and email id.
6. The decision of ECIL with regard to selection of Franchisee/BA/MBA/CP shall be final and binding.
7. The contract with the Agent may be terminated at any time with three months notice from ECIL ~~without~~ assigning any reasons.
8. ECIL reserves the right to cancel or reject any part of EOI or the entire EOI without assigning any reasons.

The following documents/papers are to be submitted by the prospective bidder along with their BID.

S.No.	Document Description	Enclosed
i)	Registered documents of the Registration of Company / partnership deed	Yes / No
ii)	AuditedBalanceSheet for thelast 2 Years (2013-14,14-15)	Yes / No
iii)	PANCard/VAT/CST/ServiceTax Registration Certificates	Yes / No
iv)	ExclusivityCertificatewith ECIL.	Yes / No
v)	Not-Black listed– Self Certification	Yes / No
vi)	Non-prosecution self certification	Yes / No
vii)	Undertaking by the Agent	Yes/No

Expression of Interest Letter

(To be submitted on the letter head of the party submitting the EOI)

To
SDGM (MM)
ISG,ECIL
Hyderabad

Dear Sir,

Date :

With reference to your EOI document vide no _____ dated _____, we have examined the EOI document and understood its contents and hereby submit our Application for pre qualification for the aforesaid project.

1. We acknowledge that ECIL will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Attachments is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. We confirm to make available to ECIL, within the stipulated time, any additional information it may find necessary or require to supplement or authenticate the pre qualification statement.
3. We agree and undertake to abide by all the terms and conditions of the EOI document.

In witness thereof, I / we submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory

Name and seal of the Applicant)

Date:

Place:

Land Phone:

Mobile Phone :

Email id :