



ELECTRONICS CORPORATION OF INDIA LIMITED - HYDERABAD

Request for Expression of Interest (EOI)

For Supply of Alkaline Batteries

12th OCTOBER 2015

Reference No: ECIL/CD/EVM/PUR/03-7469/Q/PPKS-BAT

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DATED:12-10-2015

1. PREAMBLE

Electronics Corporation of India Limited (ECIL):

ECIL, A Public Sector Undertaking (PSU), fully owned by Government of India, established in 1967 to create a strong indigenous base in Electronics Industry. Since then, it has played a pioneering role in spurring the growth of Electronics Industry in India. Over the years, ECIL has evolved into a multi product, multi disciplinary organization. The current focus is on increasing contributions to Atomic Energy, Space, IT, Defense Space, Electronic Security Applications, Communications & Networks, e-Governance Applications and Exports. The Company has experienced human resource pool of around 2650 Engineers / Technicians and the current turnover is around Rs.1500 Crores.

ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government Departments. ECIL is having Head Office & Manufacturing plant at Hyderabad and Tirupathi, 6 Regional Maintenance Centers and 84 Service Centers across the Country for Supply, Installation, Commissioning and Maintenance.

ECIL is regularly supplying EVM Power Packs to Election Commission of India (ECI) for various Election Processes across the Country, such as Assembly Elections, Panchayat Elections, Local Body (Corporation) Elections and General Elections. On an average ECIL has been supplying around 2 Lakhs of EVM Power Packs every year and during the General Elections (Parliament) the supply reaches upto 12 Lakhs EVM Power Packs. For manufacturing EVM Power Packs Alkaline Batteries size AA (LR 06, > 2.5AH, 1.5V) are required. On an average ECIL procures around 10 Lakhs to 20 Lakhs Alkaline Batteries annually for various Assembly Elections and during the General Elections the requirement can go upto 50 to 75 Lakhs. In addition to EVM power Packs, ECIL is also supplying VVPAT (Voter Verifiable Paper Audit Trail) to Election Commission of India. VVPAT Power Packs also require AA Size Alkaline Batteries as power source. ECIL is procuring AA Size Alkaline Batteries for VVPAT also.

2. EXPRESSION OF INTEREST (EOI):

ECIL invites EXPRESSION OF INTEREST (EOI) from OEMs/Indian Agents of Foreign OEMs of Alkaline Batteries who are interested to supply of Alkaline Batteries AA (LR 06, > 2.5AH, 1.5V) as per the specifications given by ECIL. The product offered by the interested bidders shall strictly meet the specifications given by the ECIL. Since the Alkaline Batteries are part of the Power Packs of EVM and VVPAT, which are intended for supply to Election Commission of India at short notices, the product offered by the interested parties must strictly meet the Technical Specifications prescribed by ECIL, which are given as below:

TECHNICAL SPECIFICATIONS FOR ALKALINE BATTERIES (SCOPE OF SUPPLY):

PRODUCT	TECHNICAL SPECIFICATIONS
Alkaline Batteries	Size: AA (LR 06, >2.5AH, 1.5v) With discharge time: 3 hours +/-5 minutes when 5 cells connected in series with a 10 Ohm resistor as load. After discharge the voltage shall be >4.5 v after 3rd hour with load. Shelf Life 2 years. Packing: Bulk packing. Individual batteries arranged in corrugated tray @ 500 pcs / tray. Two such trays in corrugated carton. Makes: Sanyo /ABC/ Panasonic/ Duracell or equivalent meeting the above specification.

Mandatory Condition for bid evaluation: Interested bidders are **required to submit** a sample quantity of 40 Alkaline Batteries, Free of Cost, to ECIL at the address given below. The Price Bids of those Vendors, whose Samples were meeting the above specs, ONLY will be opened and considered for evaluation.

Sri N UPENDER,
DGM(Purchase), Components Division,
Electronics Corporation of India Limited,
ECIL post, Hyderabad – 500 062
Ph: 040-27182248
Mail: cdpurchase@ecil.co.in , nprpurchase@ecil.co.in

OEMs/ Indian Agents of Foreign OEMs, interested to associate with ECIL for supply Alkaline Batteries as per specification given above, shall possess the following:-

- Should have well established office set up and registration with Income Tax, Sales Tax, Excise Department and shall provide required Certificate of Registration wherever applicable, viz., PAN No, TIN No, Service Tax and Excise Registration No.
- Indian Agents for foreign OEMs & supplier shall submit a letter of authorization or the Agreement for acting as an Sales /Commission Agent for their products with the foreign supplier
- Indian agents of foreign OEMs & Suppliers shall have required Import Export Registration with concerned authorities.
- Indian agents of foreign OEMs shall have experience of selling the imported goods on High Sea Sales Basis and shall be conversant with preparation of required documents and agreements etc.

3. Eligibility Criteria for Bidders (MANDATORY):

3.1 OEMs of Alkaline Batteries / Indian Agents of foreign OEMs shall be willing to meet the

Eol requirement and association with ECIL on long term basis. Period of such association is stipulated as two to three years.

- 3.2 The bidder can be a registered Company / firm in India and should be operating in India during the preceding 3 years ending 31.03.2015. The Certificate of Incorporation and Certificate of Commencement of Business issued by Registrar of Companies or any other Government Agency shall be submitted. Bidder shall also submit required Import Export Registration No with DGFT.
- 3.3 The Bidder shall submit copies of certification of Central Excise & Service Tax Registration, Sales Tax Registration and Income Tax Permanent Account No. (PAN).
- 3.4 **Bidder should meet the following conditions.**
- 3.4.1 During the last three years the bidder shall have supplied SIMILAR items as under;
- i. Single order valuing Rs.50 Lakhs OR
 - ii. 2 Orders, each valuing Rs.20 Lakhs or more OR
 - iii. 3 Order, each valuing Rs.15 Lakhs or more
- 3.4.2 Bidder shall have a total turnover of Rs.4 Crore or during last three preceding year ended 31.03.2015 (total of three years).(Copies of audited Balance sheets and Profit & Loss Account of those years to be given).
- 3.5 The Bidder shall submit their Company Profile with details of registration office, branch offices in India.
- 3.6 The Companies should not have been blacklisted, debarred or prosecuted by any Central Government or State Government Department/ Government Organisation/ PSU for corrupt, fraudulent or any other unethical business practices and a written declaration in the form of notarized Affidavit shall be submitted to this effect.
- 3.7 Bidder shall not have any litigation pending with any of the organizations given at clause No.3.6 above, and a self declaration to that effect from the competent authority of the bidder's firm shall be submitted.
- 3.8 Bidders should provide **free of cost sample quantity of 40 Alkaline Batteries** (with the specification as stated at clause 2 above) along with their two part EOI Bid on non-returnable basis for technical evaluation at ECIL, Hyderabad.
- 3.9 An Under taking shall be submitted by the Bidder on Rs.100/- Non Judicial Stamp Paper as per the format at Annexure-B
- 3.10 Bidder shall fill up the format Annexure – A in all respect.

4. NON-DISCLOSURE AGREEMENT (NDA) & INTEGRITY PACT:

Successful bidder/bidders shall have to sign (a) NDA and (b) Integrity pact with ECIL as per the format provided in Annexure-C & D

5. EVALUATION CRITERIA:

- a. Bidder has to meet all the eligibility criteria listed in Section 3 above.
- b. The shortlisted bidders must make a technical presentation of the product offered by them to the evaluation team.
- c. The respondents would be subject to disqualification if they make false or incorrect or misleading claims in their response to this EOI.

6. TERMS AND CONDITIONS:

6.1 Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative of the bidder Company/firm/agency. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Company/Firm/agency shall be submitted when demanded by ECIL. The compliance to the EOI clauses shall be signed by an authorized person of the Bidder Company/firm/agency.

6.2 Cost of Eoi: The Bidder shall bear all costs associated with the preparation and submission of offer against this Eoi, including cost of presentation for the purposes of clarification of the offer.

6.3 Amendment of Eoi: At any time prior to the last date for receipt of offers, ECIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Eoi document by an amendment. In order to provide prospective bidders reasonable time to take the amendment in to account in preparing the offer, ECIL may, at its discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Eoi.

6.4 Accessibility of EOI Document: Complete Eoi document with terms and conditions is provided in the following websites:

- <http://www.ecil.co.in>
- <http://www.tenders.gov.in>

Interested Companies/ OEMs and Indian Agents of foreign suppliers are requested to send their proposals in sealed envelope super-scribing the envelope as “Expression of Interest (Eoi) for selection of suppliers for supply of Alkaline Batteries” along with Samples (40 numbers of Alkaline Batteries as per specs), free of cost, on or before 09/11/2015 to the address provided.

6.5 General Conditions

- a) Technical Bids (Part-I) will be evaluated first by a Technical Evaluation Committee.
- b) The Bidders who meet the eligibility criteria shall give a Technical Presentation and

demonstration of their product for technical evaluation at ECIL at their own cost.

- c) ECIL shall have the right to accept /reject any/ all of the EOIs without assigning any reason, at its own discretion.
- d) ECIL shall have the right to cancel/re-float the EOI at its discretion.
- e) Based on the recommendation of the Technical Evaluation Committee, the successful bidder/bidders will be selected for EOI partner.
- f) No payment will be made for participating in Eoi presentation, demonstration, visit, sample submission for evaluation, expenditure made on design and development of samples etc.
- g) In the **Price Bid (Part-II)** Bidders shall give slab wise/Order Quantity wise commercial offer (i.e., rate per unit of Alkaline Batteries for an Order Quantity of 1 Lakhs to 2 Lakhs, 2 Lakhs to 4 Lakhs, 4 Lakh to 5 Lakh, 5 Lakh to 10 Lakh and 10 Lakhs and above) with terms & conditions, i.e., Basis of price on CIF/FOB or High Sea Sales, **for delivery at ECIL-Hyderabad and ECIL-Tirupathi separately** with this Eoi in a separate sealed envelope super scribing the Eoi reference as “**PRICE BID**”.
- h) In order to have a continuous supply, the order can be given to more than one supplier provided L1 rates are matched by the willing suppliers. In case company decides to split Order among Two Suppliers, the same would be placed in 60:40 Ratio on L1 rates. If the Order is to be placed on three suppliers, the same would be placed at 50:30:20 Ratio on L1 rates.
- i) Commercial offer of technically qualified bidder/bidders only will be opened.

7. Documentation / information to be submitted as part of response to EOI.

TWO PART BID:

Two part bid containing – i) Technical document of Eoi and ii) Price Bid with terms & conditions. Both the Technical and Commercial offer should be sealed in separate envelopes super scribing the Eoi references, due date and both the envelopes are to be put in an outer envelope super scribing the Eoi reference and due date, Name & Address of the addressee. The outer envelope also shall be sealed securely.

Important : Technical Bid shall not contain any price/ indicative price. The Technical Bid cover having any Price Quotes or indicative prices, **shall be rejected summarily.**

EOI FEES: Bidders are required to submit a non-refundable Fees of Rs.1,000/- (Rupees one thousand only) in the form of Bankers Cheque/ Demand Draft, in favour of Electronics Corporation of India Limited, payable at Hyderabad, alongwith the Technical Bid. Bidders shall put the Document Fee in the cover containing Technical Bid. Any EOI response without the documentation fee **shall be rejected summarily.**

7.1 Technical documents of Eoi

- a) Comprehensive details of registration/Incorporation of the bidder company/firm.
- b) The complete address of the registered office of the bidder company/firm.
- c) Following Documents for the last three Consecutive Years:-
 - I. Income Tax Return
 - II. Signed and certified copy of audited Balance Sheet (need not submit complete annual report)
 - III. Signed and certified copy of audited Profit and Loss Account (need not submit complete annual report)
- d) Documentary evidences/Brochures etc., for support of commercial activities and competence of the bidder.
- e) Signed Undertaking accepting of all Terms and Conditions given in this Eoi.
- f) Test Report certifying the Technical Specification of Alkaline Batteries as required by ECIL under this Eoi.
- g) Copy of ISO certificates/CMMi certificates, if any.

7.2 Price Bids containing Indicate Prices for different slabs of supplies of Alkaline Batteries along with terms and conditions as stated at 6.5(g).

8. Time Schedule of various Bid related events:

Reference No.	ECIL/CD/EVM/PUR/03-7469/Q/PPKS-BAT
EOI issue date	12-10-2015
Last date for receiving queries	20-10-2015
Replies to queries will be published on	24-10-2015
Due date and time for submission of EOI	09-11-2015 up to 14.30 hrs.
Opening of EOI	09-11-2015 at 15.00 hrs.

9.CONTACT ADDRESS:

Interested Parties may please submit their response latest by 09-11-2015 upto 14.30 Hrs, to the EOI to the following address

Deputy General Manager, CD – Purchase
RCD Building, Components Division
Electronics Corporation of India Limited.
ECIL Post, Cherlapally,
Hyderabad–500062
TELANGANA, INDIA
Phone: +9140-27122569/27182248/27186393
Fax: +9140-27120288 / +9140-27120495
Mail: nprpurchase@ecil.co.in, cdpurchase@ecil.co.in

8. DISCLAIMER:

The contents of the file are confidential and intended for the use of the individual or entity to which they are meant for. Any unauthorized copying or distribution is strictly prohibited. If you receive this transmission by error, please notify the sender by email address and then destroy the message. Opinions, conclusions and other information in this file that do not relate to official business of ECIL shall be understood to be neither given nor endorsed by ECIL.

Whilst ECIL takes steps to prevent the transmission of viruses along with the files, we cannot guarantee that any file is free from computer viruses and you are strongly advised to undertake your own antivirus precautions.

9. Validity

Period of Validity of offers: The offer shall remain valid for a period of one year from the due date of offer submission. Offers valid for a shorter period shall be rejected.

10. Late offer: Any offer received after the prescribed time line shall be rejected and shall be returned unopened to the bidders.

11. Award Of Contract: Bidder whose Quote is lowest will be awarded the Order for supply of Alkaline Batteries as per the clause 6.5 (h). The order will be awarded at L1 rates only.

12. Security Deposit: Successful bidder shall deposit an amount equal to 2% of the Order Value as security deposit in form of a Demand Draft / Bank Guarantee from a Scheduled Bank, within 10 days from the receipt of Order from ECIL.

13. Delivery period: ECIL expects delivery of Alkaline Batteries within 8 to 10 weeks of the Order. Bidder must confirm delivery period of 8 to 10 weeks from the date of Order in their Commercial proposal.

14. Payment condition: Payment for supplies of Alkaline Batteries will be made within 60 days from the date of receipt and acceptance of the same on prorated basis for each lot.

15. Arbitration: In the event any dispute or difference arising between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible within 30 days of the receipt of notice by the other party of the existence of such dispute, then the unresolved dispute or difference shall be referred to arbitration of Sole Arbitral Tribunal to be appointed by the Director (Personnel) of ECIL under the provisions of the Arbitration & Conciliation Act-1996. The award of the Arbitrator shall be final and binding upon parties to the dispute.

16. Jurisdiction: The Court of GHMC(Kapra Circle) Jurisdiction shall only have exclusive Jurisdiction.

ANNEXURE-A

FORMAT FOR APPLICATION FOR EXPRESSION OF INTEREST

1. Name and full address of the Organization :	
2. Management Structure :	
3. Contact Person with designation :	
4. Contact telephone numbers and fax No. :	
5. Email address :	
6. Current operational areas of work :	
7. Turnover for last three years :	
8.Approval/registration with any Govt./Agency :	
9. Expertise in Manufacturing/Marketing of products	
10.Regular manpower available on roll :	
13.Any other credentials	
14.Acceptance of terms and conditions :	
15.No of PSU/ Government Customers during last three years	
16.No of Offices / Branch Offices	
17.Permanent Account No. (PAN)	
18.Sales Tax Registration No (TIN)	
19.Service Tax Registration No.	
20. Details of Registration with DGFT	
21. Details of EOI Fees , such as DD No / Name of Bank / Amount	
22. Prices Quoted for Delivery At HYDERABAD/TIRUPATHI	

ANNEXURE-B: UNDERTAKING

UNDERTAKING

(To be submitted with Technical Bid)

We, the under signed, hereby give our unconditional acceptance to the Clause No. 7.1 (e) of the EoI for proposal against EoI ref. No.....DT.....-09-2015

We unconditionally agree that ECIL has all rights to evaluate the bids and the decision taken by ECIL is final and binding on us. We agree that ECIL reserve the right to cancel the EoI.

Further we agree unconditionally that in the event of our deviation from EoI conditions during evaluation of the Bids, the Bid can be rejected without assigning any reasons and we will not lodge any claims on ECIL for any liabilities.

For Bidder's Firm

(Authorized Signatory with Name and Stamp)

(Notarized)

ANNEXURE-C

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on.....day of.....2015 between ELECTRONICS CORPORATION OF INDIA LIMITED, a Government of India Enterprise, duly incorporated under Companies Act, 1956, having its registered office at ECIL Post, Hyderabad-500062, Telangana (India), herein after referred to as "ECIL", unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the one part.

And

<Name of the Bidder>

Company duly incorporated under..... having its registered office at..... (Here in after called BIDDER), unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the other part.

ECIL and BIDDER shall herein after collectively be referred to as "Parties".

WHEREAS:

- (a) ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having Head Office/manufacturing plant at Hyderabad and Tirupathi and 6 Regional Maintenance Centers and 84 Service Centers round the Country for supporting Installation, Commissioning and Maintenance.

Whereas BIDDER approached ECIL for taking up the supply of Alkaline Batteries as per the EOI published in ECIL's Website / Govt. website.

- (b) Whereas ECIL intends to enter in to a separate Agreement/ MoU with the Successful BIDDER / BIDDERS subsequently.
- (c) For the purpose of the Agreement/MoU, it may become desirable or necessary for the Parties to disclose to each other Confidential Information (as defined below).
- (d) To facilitate the above, the Parties have agreed to enter in to this Non-Disclosure Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information "shall mean all discussions, negotiations, information, written, oral, pictorial or in other tangible or machine readable form and is or which in the future may be identified by the disclosing Party as proprietary, confidential or secret and disclosed by it to the receiving Party. The

disclosing Party shall clearly identify such Confidential Information when disclosing it to the receiving Party by marking or indicating it as “Confidential Information”. The disclosing Party shall reduce to writing any Confidential Information that is disclosed orally and send it to the receiving Party within thirty (30) days of the oral disclosure. The receiving Party pending receipt of such written Confidential Information shall treat it as Confidential Information and subject to the terms of this Agreement.

2. The receiving Party of Confidential Information agrees and undertakes to the disclosing Party that at all times:

- (a) It shall hold in trust and strictest confidence and keep strictly secret, the Confidential Information;
- (b) It shall not use the Confidential Information for any purpose other than the purpose for which the Parties are exchanging the Information.
- (c) It shall disclose the Confidential Information only to its employees having a need to know and solely for the purpose of the execution of the Agreement. It shall maintain a written Agreement with each of its employees to whom the Confidential Information is disclosed to keep strictly confidential and secret the Confidential Information received. The receiving Party acknowledges that the said written Agreement entered into between it and its employees would not discharge the receiving Party from its confidentiality obligations under this Agreement;
- (d) It shall take all steps to prevent or be involved in any way in, any reproduction, duplication and/or copying of the Confidential Information, or in the development, supply, manufacture or sales of any products or solutions incorporating the Confidential Information, without the prior written consent of the disclosing Party;
- (e) It shall keep and take all steps to procure that, where it is required by the disclosing Party, all Confidential Information is, segregated at all times from the information of any third party, kept in secured storage area [or in areas having restricted access within the receiving Party's control] and not lost or disclosed or used by any unauthorized person(s);
- (f) It shall surrender and return all or any of the Confidential Information and any notes, memoranda or the like, including any copies thereof incorporating the Confidential Information to the disclosing Party upon written request by the disclosing Party or upon discontinuation or completion of the execution of the Agreement.
- (g) It shall not make or publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or the Agreement(s) going to be signed in any manner or advertise or publish the same in any medium without the prior written consent of the disclosing Party; and
- (h) It shall promptly notify the disclosing Party of any Confidential Information which has been

lost or disclosed or used by any unauthorized person(s).

3. The receiving Party shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
 - (a) Is or becomes available to the public domain without breach of this Agreement by the receiving Party; or
 - (b) Was already known to the receiving Party at the time of disclosure; or
 - (c) Is disclosed with the written approval of the disclosing Party; or
 - (d) becomes known to the receiving Party from a third party without any breach of confidentiality by such third party and the receiving Party is free of any obligation or restrictions to maintain such information in confidence imposed by such third party; or
 - (e) is required to be disclosed pursuant to any court order or directive by governmental agencies provided that the receiving Party shall notify the disclosing Party in advance prior to disclosure.
4. The exchange of Confidential Information between the Parties does not constitute or imply any offer by one Party to the other to enter into any commitments what so ever or any legally binding Agreement between the Parties. Nothing in this Agreement shall be construed as granting of any rights, by License or otherwise, to the Confidential Information of the disclosing Party or any rights to make commitments of any kind for and on behalf of the other Party.
5. If any provision of this Agreement is invalid or illegal, then such provision shall be automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision in validated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
6. Any notice given here under shall be in writing and shall be hand delivered or sent by post or telefax to the address set out below and any notice shall be deemed to be given if hand delivered at the time of delivery, if sent by post at the date of mailing and if sent by telefax the date the machine confirmation of the transmission of the said telefax is received.

ECIL	:	Electronics Corporation of India Ltd
Address	:	Components Division, ECIL, ECIL Post, Hyderabad-500062, INDIA
Tel No.	:	+91 40-27182248
Fax Number	:	+9140-27120288 / 0495
Contact Person	:	DGM, Purchase, CD
		Mail: cdpurchase@ecil.co.in

BIDDER :

Address :

Tel No. :

Fax Number :

Contact Person :

7. No addition to or modification of any provisions of this Agreement shall be binding upon the Parties unless made by a written instrument signed by the duly authorized representatives of both Parties.
8. This Agreement shall be governed by and construed in all respects according to the laws of the India and the Parties here to agree to submit the non-exclusive jurisdiction of the Courts of Greater Hyderabad Municipal Corporation, Kapra Circle, Hyderabad, Andhra Pradesh, India.
9. Each Party shall be responsible for its own costs and expenses in the preparation, negotiation and execution of this Agreement.
10. No failure or delay by any Party in exercising any right, power or privilege here under will operate as a waiver there of, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege here under.
11. No Party may assign or transfer its rights or obligations contained in this Agreement or any interest there in without the prior consent of the other Party.
12. This Agreement shall be effective from the date above written for a period of two (2) years.
13. **Validity:** The Confidentiality under this Agreement shall be valid for ever throughout the life of the Persons/Organizations, who are involved in the Process of execution of the activities under this Agreement. There is no termination for the validity of maintaining the Confidentiality related with the Products/Projects being handled under this Agreement or the Purchase Orders, if any, released subsequent to the signing of this Agreement.
