



ELECTRONICS CORPORATION OF INDIA LIMITED
SPECIAL PRODUCTS DIVISION,
ECIL (P.O), HYDERABAD-500062.
TEL.: 0091 40 2712 3913 / 27186747
FAX: 0091 40 2712 1398
Web site : www.ecil.co.in
E-Mail : spdpur@ecil.co.in

Tender Title	:	Invitation for Expression of Interest (EOI)
Tender Reference	:	Ref: ECIL/SPD/EOI/001 dated 13-12-2013
Tender category	:	Empanelment
Sub-category	:	Empanelment of Distributors for Marketing & distribution of GPS based Tele Distress Alarm Device – NIRBHAYA
Tender value	:	Not specified
EMD	:	Nil
Document cost	:	Nil
Location	:	Hyderabad (Andhra Pradesh)
Announcement date	:	13-12-2013
Document collection date	:	Not specified
Last date for submission	:	15-01-2014
Opening date	:	Not specified
Work description	:	View document
Pre-qualification	:	Yes, as per eligibility criteria given in the tender



**ELECTRONICS CORPORATION OF INDIA LIMITED
SPECIAL PRODUCTS DIVISION**

1. INTRODUCTION

- 1.1 **Electronics Corporation of India Limited (ECIL)** is a wholly owned Government of India Enterprise with Registered Office at Hyderabad and offices throughout India. The core segments of ECIL are Atomic Energy, Aerospace, IT and e-Governance, Communications and Defence sectors and Solutions for Inland Security. The current annual turnover of ECIL is above Rs. 1700 Crores.
- 1.2 **Special Products Division** of Electronics Corporation of India Limited (ECIL) is manufacturing a unique product "NIRBHAYA" which was developed by Bhabha Atomic Research Centre (BARC). This compact GPS based electronic device, used in conjunction with a cell phone, sends information to near and dear ones including police in case of severe distress or fear of attack. "Nirbhaya" can be carried in pocket or purse and requires a cell phone for its functionality. In case of need, a switch provided on the device is pressed. It automatically sends a signal on Bluetooth to the cell phone along with its GPS location. The software loaded on the cell phone sends a pre-formatted message through SMS to pre-selected five cell phone numbers. These five phone numbers are user selectable. These can include phone numbers of parents, relatives, friends, family doctor and police. Nirbhaya can thus assure that help is on hand when it is needed.
- 1.3 ECIL invites EOIs from bonafide, competent, financially resourceful, reputed and experienced distributors for marketing and distribution of NIRBHAYA - a GPS based Distress Alarm Device for all major Cities. The current EOI is floated to select suitable distributors to carry out the same.

2. Brief on NIRBHAYA is enclosed as **Annexure-A**.

3. ELIGIBILITY CRITERIA

- 3.1 The Distributor shall furnish the following information along with the support documents.
- a) Distribution network and business turnover for the past 3 years.
 - b) The methodology and proposal to market and distribute this unique product – NIRBHAYA.
- 3.2 The vendor shall submit a declaration that they [their group of companies] are not under any declaration of ineligibility for corrupt and fraudulent practices and that they have not been black listed by the Government of India or any of its agencies, including public enterprises or by any state Government.
- 3.3 The annual turnover of the company must be minimum of Rs 2 Crores. Audited Balance sheet for the three financial years is to be submitted.



- 3.4 The vendor should furnish certificate of registration and incorporation under Indian Company Act 1956/ Certificate with category of the concern with Registrar of firms documentary proof to that extent should be enclosed along with the bid.

Note:

EOI Proposals without documentary evidence in support of the above eligibility criteria will be summarily rejected. The original documents should be submitted for verification before finalization of the bidder.

4. LIST OF DOCUMENTS

- Registration form (which can be down loaded from ECIL Web site www.ecil.co.in) duly filled in along with necessary supporting document.
- Copy of registration of the company.
- Company Profile.
- Product Profile / Power Point Presentation File (if any)
- Copies of the value orders executed (of similar nature~Rs 2 Crores) attested by a Notary/ auditor.
- Turnover certificate attested by a notary /auditor.
- Copies of the VAT/ PAN / ITCC / Service tax certification attested by a Notary/auditor.
- Details of Manpower and manpower which will be deployed for this product.
 1. For Marketing the Product
 2. For Warranty Maintenance/Training on the device configuration.

5. GENERAL TERMS

- a) Information provided by ECIL shall be covered under Non-disclosure agreement.
- b) Based on the inputs furnished by the various parties, committee of ECIL shall scrutinize the details and select the panel of vendors to whom the Tender enquiries will be issued. ECIL reserves the right to verify the details furnished by the vendors when required.
- c) ECIL reserves the right to reject any response without assigning any reasons. The decision of the committee shall be final and no other communication on the subject shall be entertained.



6. NON DISCLOSURE AGREEMENT (NDA):

NDA as per the enclosed Performa to be submitted along with the EOI. Tender document will be provided for successful bidders who shall fulfill the EOI Criteria on submission of notarized documents as per Eligibility criteria.

7. SHORT LISTING

- 7.1 Based on eligibility criteria specified in the EOI, the vendors will be shortlisted for further processing.
- 7.2 Mere participation and qualification in the EOI shall not automatically entitle technically qualified.
- 7.3 ECIL reserves the right to reject/ accept any or all the EOI without assigning any reasons.
- 7.4 EOI without complete information/documents will be rejected.

Interested distributors, meeting the above eligibility criteria are requested to submit their response in a sealed cover and super scribed as **"EOI for NIRBHAYA- a GPS based Distress Alarm Device "** through speed post/courier to the following address so as to reach us on or **before 15-01-2014**.

Sri. T.Dhanamjaya Rao
Deputy General Manager (Purchase)
Special Products Division,
Electronics Corporation of India Limited
Phone No: +91 40 2712 3913 / 2718 6747
Email: spdpur@gmail.com



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on..... day of December 2013

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-500 062. A.P. (India), hereinafter 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 Distributor>

a company duly incorporated under, having its registered office at (hereinafter 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 hereinafter collectively be referred to as "Parties".

WHEREAS:

- (a) ECIL is an Electronics Equipment Manufacturer and manufacturer of NIRBHAYA, a GPS based Distress Alarm Device at its factory at Hyderabad, A.P.

Whereas the DISTRIBUTOR is interested in taking up marketing and distribution of NIRBHAYA, as per the EOI published in ECIL's Web site.

- (b) Whereas ECIL intends to enter into a separate Agreement with the Successful DISTRIBUTOR subsequently(if required)
- (c) For the purpose of the Agreement /Tendering, 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 into 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 discontinuance 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 nor 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 whatsoever 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 invalidated 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 hereunder 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	:	Special Products Division, ECIL Post, Hyderabad- 500 062, AP, INDIA
Tel no.	:	040- 27122819
Fax Number	:	040- 27121398
Contact Person	:	Shri BPR Murthy, GM/SPD&CNSG

DISTRIBUTOR	:
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 hereto agree to submit to 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 hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
11. No Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party.
12. This Agreement shall be effective from the date above written for a period of two years.



13. **Validity:** The Confidentiality under this Agreement shall be valid forever 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.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by, for and on behalf of
Electronics Corporation Of India Ltd.

Signed by, for and on behalf of

Signed by:

Name: Shri BPR Murthy

Title: GM/SPD&CNSG

Date: 15/01/2014

Witness:

Name:

Title:

Date:

Signed by:

Name:

Title:

Date:

Witness:

Name:

Title:

Date:

DETAILS OF NIRBHAYA – a GPS based Distress Alarm Device

“NIRBHAYA” is developed at BARC and commercialized by Electronics Corporation of India Limited(ECIL). This compact electronic device, used in conjunction with a cell phone, sends information to near and dear ones including police in case of severe distress or fear of attack. In case of need, a switch provided on the device is pressed. It automatically sends a signal to the cell phone along with its location. The software loaded in the cell phone sends a pre-formatted message through SMS to pre-selected five cell phone numbers. These five phone numbers are user selectable. These can include phone numbers of parents, relatives, friends, family doctor and police. NIRBHAYA can thus assure that help is on hand when it is needed.

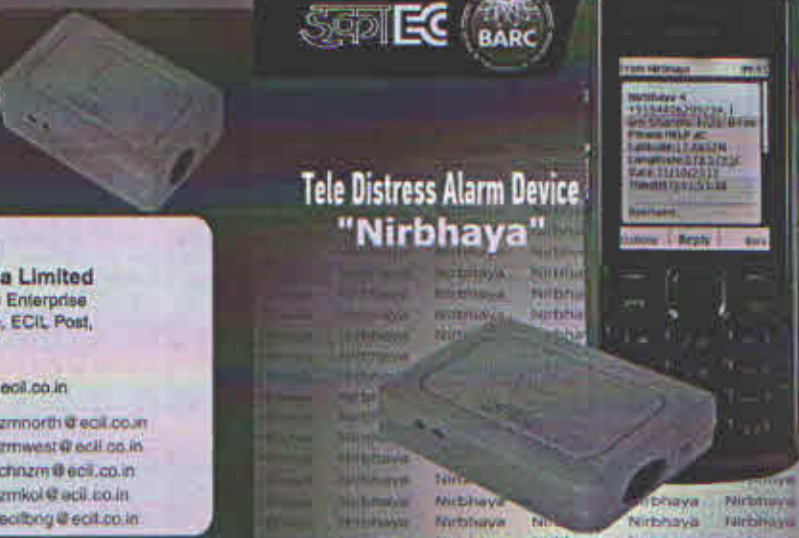
This simple device will be very helpful to children, students, working women and senior citizens.

Items included :

- Tele Distress Alarm Device "Nirbhaya".
- Li-Ion battery charger / adapter.
- USB-Bluetooth dongle.
- CD containing device configuration software and mobile application programs.
- User Manual
- Eco-Friendly carry bag (jute)



**Tele Distress Alarm Device
"Nirbhaya"**



for further details please contact :
Electronics Corporation of India Limited
 A Govt. of India (Dept. of Atomic Energy) Enterprise
 Corporate Business Development Group, ECIL Post,
 Hyderabad - 500 062, A.P., INDIA
 Phone : 040-27182273, 27120671
 E-mail : cbdg@ecil.co.in, Website : www.ecil.co.in

New Delhi : 011-25771049	E-mail : zmnorth@ecil.co.in
Mumbai : 022-24223443	E-mail : zmwest@ecil.co.in
Chennai : 044-24349085	E-mail : chnzm@ecil.co.in
Kolkata : 033-22468897	E-mail : zmkol@ecil.co.in
Bangalore : 080-22250360	E-mail : ecilbng@ecil.co.in

This GPS based Tele-Distress Alarm Device "Nirbhaya" will send SMS to your chosen 5 contacts about your location through your mobile phone, when activated. So, feel secure and be assured that help will be at hand when needed!

Features :

- Distress Alarm Device designed and developed by BARC, Mumbai
- An innovative technological development for safety & security of an individual.
- User to activate the device in distress situation like fear of an attack or a medical emergency.
- Easy to use, single button operation.
- Sends SMS alerts, through your mobile phone to 5 user programmed mobile numbers.
- The SMS alert has a pre-formatted user defined message and GPS coordinates (location) of the device.
- The device will continue to send the latest GPS location every minute to the 5 programmed phone numbers.
- A light compact device (55mm x 35mm x 18mm), for carrying in purse/pocket.
- The device is paired with the user's cell phone via Bluetooth.
- The device operates on a 700mAh rechargeable Li-Ion battery providing a standby time of more than 4 days and active time of more than 12 hours. The battery can be charged using a mobile charger, like a mobile phone.

How to Activate :

- Configure the device with your personal information (name, age, sex, blood group) and 5 mobile numbers to which you would like to send SMS in case of distress, using a PC, (see user manual for more details).
- Load application program in your mobile. Android & Java applications have been provided on the accompanying CD, (see user manual for more details).
- Pair the device with your mobile using Bluetooth, (see user manual for more details).
- The device is now ready for use.

Do's and Don'ts:

Do's:

- Please ensure Bluetooth is Activated on your mobile phone.
- Please ensure that the application program is always running on your mobile.
- Charge the device when RED light on the device glows or blinks.
- In case of accidental activation, please follow the instruction given in user manual.
- While charging, the GREEN light glows on the device. Stop charging once this light goes off.
- Handle the device with care.
- Keep the device away from water.

Don'ts:

- Do not press the distress switch (SOS) when not needed.
- Do not overcharge the device.