




ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

	<p>Electronics Corporation of India Limited</p> <p>Corporate Purchase, ICD Building,</p> <p>E.C.I.L. (P.O), HYDERABAD - 500 062. INDIA</p> <p>Ph: 040 27121320, 27186830, 27182208</p> <p>Fx: 040 27121320</p> <p>E-mail: corppur@ecil.co.in</p>
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Tender
For
International Cargo Consolidation and Customs Clearance

TENDERER CAN DOWNLOAD THE TENDER DOCUMENT From ECIL Website : www.ecil.co.in AND WHILE SUBMITTING THE BID THE BIDDER HAS TO ATTACH DEMAND DRAFT FOR Rs.5,000/- IN FAVOUR OF "ECIL," 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 No. ECIL:CP:ICCA:PT-122:14-15
Due Date for submission: 18-03-2015

Date: 11-02-2015
Time: 14.00 hours

1. General Terms:

- 1.1 Electronics Corporation of India Limited (ECIL), a Government of India Enterprise, intends to appoint Agent/Agencies for International Cargo Consolidation and Customs Clearance (ICCA).
- 1.2 Bidders should submit their Bids in Two Parts namely, Part 1. Techno-commercial Bid 2. Price Bid
- 1.3 Techno-commercial and Price Bids should be submitted simultaneously in two separate covers, sealed and superscribed as "TECHNO-COMMERCIAL BID" and "PRICE BID" on respective covers with Tender Notice No., Date and 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 No., Date and Due Date. Bids not superscribed as above will be liable for rejection.
- 1.5 Bids (i) received late due to postal/courier delays (ii) received through email/fax will be summarily rejected.
- 1.6 Bids should reach DGM, Corporate Purchase, ECIL on or before the due date and time specified. ECIL will not be responsible for late delivery due to wrong or improper address.
- 1.7 Bids submitted with counter conditions will be liable for rejection.
- 1.8 Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date and will notify through ECIL web site: www.ecil.co.in only.
- 1.9 Bids (i) not submitted as Two-part (ii) Techno-commercial Bids with price indications will be liable for rejection.
- 1.10 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for techno-commercial discussions, with a notice period of 2 days.
- 1.11 Bidder should provide details of contact person with Mobile/Fax/Landline Telephone Number and email ID.

- 1.12 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 of entry of the tender. Deviations, if any, found subsequently at any time during tender processing will render the bid liable for rejection.
- 1.13 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety, at its sole discretion.
- 1.14 Cost of Tender Document: Tender documents can be downloaded from ECIL website.
- 1.15 Demand Draft for Rs.5,000/- (Non-refundable) towards the cost of tender documents should accompany the Techno-Commercial bid format, failing which the bid will be summarily rejected.
- 1.16 Clarifications on this tender notice, if any, can be obtained from: Shri N.Nageswara Rao, DGM (Corporate Purchase), Telephone No. (O) 040-27121320, 040-27182208, email id: corppur@ecil.co.in, or Shri P.Venkateswarlu, PM(CP), Telephone No. (O) 040-27186830, email id: corppur@ecil.co.in
- 1.17 Pre-bid meeting will be held in the office of Dy. General Manager, (Corporate Purchase), ICD Building, Electronics Corporation of India Limited, Hyderabad – 500 062 on 18-02-2015 at 14.00 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.
- 1.18 Bids should be addressed to and deposited at tender box located at the office of Dy. General Manager (Corporate Purchase), ICD Building, Electronics Corporation of India Limited, ECIL P.O, HYDERABAD – 500 062, Telephone No. 040-27121320 (or) 040-27182208, 040-27186830 before the due date and time specified in the tender schedule hereunder.

Tender Schedule	
Date, Time and Venue of Pre-bid meeting at (for any clarification please contact: Shri. N. Nageswara Rao, DGM(CP) or Shri. P. Venkateswarlu, PM (CP) Telephone Nos. 040-27182208 & 27186830 Email id: corppur@ecil.co.in ECIL Hyderabad – 500 062)	18.02.2015 at 14.00 hrs. Corporate Purchase, ICD Building, Electronics Corporation of India Limited, Hyderabad – 500 062
Last date for receipt of request for clarifications from vendors	20-02-2015
Publication of Corrigendum (if required)	24-02-2015
Last Date & Time for submission of bids to DGM(CP), Corporate Purchase, ICD Building, ECIL, ECIL P.O., Hyderabad – 500 062.	Before 14.00 hrs on 18-03-2015

Date, Time & venue of Opening the Techno-commercial Bid.	At 14.30 hrs on 18.03.2015, ICD Conference Hall, ICD Building, ECIL, HYDERABAD
Tender will be opened in the presence of Tenderers	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:

(a) **International Air Cargo Freight Consolidation:**

Services of 'International Cargo Freight Consolidation' for import of goods from various countries, as per list in **Annexure F** all over the world to different destination ports in India. The destination Ports in India include Mumbai, Delhi, Kolkata, Chennai, Hyderabad and Bengaluru and any other Port as requisitioned from time to time.

- 2.1 Total estimated value of contract will be Rs.3.00 Crores (approximately) per annum.
- 2.2 Collection of Air Cargo from the Supplier's works/warehouse/godown.
- 2.3 Transportation of Cargo from Supplier's works/warehouse/godown to Gateway Airport of respective Country.
- 2.4 Checking the correctness of the numbers and particulars of the goods consigned, such as the markings, parcels, details of license number and other references in related documents and on the packages.
- 2.5 Dispatching the goods i.e. all packages of one consignment in one single shipment avoiding part shipments at the lowest freight charges by the earliest possible Flight on freight to collect basis.
- 2.6 To advise Purchase Managers of all Business Groups/Divisions of ECIL, through e-mail/FAX furnishing details of Master Airway Bill (MAWB), House Airway Bill (HAWB) and other associated documents.
- 2.7 Getting the MAWB/HAWB manifested in the Customs House and handing over the Cargo Arrival Notice with Freight Charges Invoices, Warehouse location of packages, IGM numbers etc., within 24 hours of the arrival of the goods at the Port of destination.

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- 2.8 Attending to and resolving immediately on issues like noting the shortages/short landing/delivery order etc. and help ECIL to get the Bill of Entry (BOE) noted and processed.
- 2.9 Wherever required, progress of the Cargo on the basis of Purchase Order conditions from time to time.
- 2.10 Rendering all the necessary service required for smooth operation of consolidation and shipment documentation etc.
- 2.11 Any delay in forwarding the cargo by any of your associates abroad due to internal problems between consolidator & bidder should not come in the way of the contractual obligation. ECIL reserves the right to collect such damages/penalties from the successful bidder.
- 2.12 Delivery Order charges to be paid to Airlines, other agencies received against non-consolidation mode through other carriers/Agents should be paid and claimed by bidder.
- 2.13 Liaison with Airlines & Agencies for delayed filing of IGMs and lodging of cargo with the Custodians should be dealt directly by the contractor.

(b) Handling and clearance of Sea Consignments:

- 2.14 Obtaining Endorsement on original Bill of Lading and sending to ICD or port of clearance as the case may be and clearance of goods, within free Period.
- 2.15 Co-ordination with Customs/custodian of Sea Cargo and follow up with them to see that the container arrives at ICD, Balanagar at the earliest and preparation of clearance documents sufficiently in advance to avoid delay in clearance at Hyderabad.
- 2.16 Economization of container space by clubbing other cargo and avoiding allocation of Quarter, Half and Full container for small volume cargo consignments.

(c) Customs clearance of Air Cargo/Sea Cargo at all ports in the country:

- 2.17 Submitting pre-alert documents to ECIL in advance by mail.
- 2.18 The pre-alert documents should be delivered at ECIL and documents for Customs Clearance should be delivered to ECIL on day to day basis.

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- 2.19 Customs Clearance should be completed at Customs within a reasonable period. i.e. preparation, filing of BoEs, assessment, custom duty payment, examination and delivery.
- a) In case of Duty Exemption Certificate (DEC) : 1 – 2 working days are reasonable.
 - b) In case of CD payment : 2-3 days from the date of receipt of Cheque by them.
 - c) In case of Query : 2 – 3 working days after giving the necessary written clarification/justification or personal clarification by ECIL representative/ vendor's representative as the case may be.
- 2.20 Logistic support for handling the cargo till delivery at ECIL and unloading at respective Stores.
- 2.21 Clearance of consignments and bonding with Customs Warehouse within free period.
- 2.22 Filing of BoE and payment of customs duty as per the advice of ECIL.
- 2.23 Payment of handling and other charges by the ICCA will be reimbursed by ECIL on production of receipts on monthly basis. However, there should not be duplication of claims on transportation charges against any set of DFs. If a single truck brings the cargo into ECIL on any single day, there should be only one claim of Truck charges collected from the Groups/Division receiving the heaviest cargo on that day in that Truck. (Particulars of consignments of other divisions will be mentioned for information).
- 2.24 Techno-commercial bids should be furnished strictly as per format in **Annexure A.**
- 2.25 ECIL does not guarantee minimum business to the successful bidder during the currency of the contract.
- 2.26 Bidder shall furnish declaration strictly as per format in Annexure G.
- 2.27 Bidder shall not outsource the clearance activity to third parties and shall possess valid license.
- 2.28 Customs Clearance of Air and Sea Consignments for Explosive cargo at all Ports should be handled and should have requisite permissions for customs clearance of explosive cargo and non-explosive cargo at all Ports.

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Demurrage/Storage/Terminal Service charges/Ground rent/Air Warehousing/ Container Detention Charges:

2.29 If Customs Clearance is delayed beyond the prescribed period, Demurrages / container detention / storage charges / ground rent / Air warehousing charges and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of ICCA for the actual delay caused by the CHA, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the ICCA.

2.30 However, in case of genuine difficulty on the part of ICCA due to reasons not attributable to ICCA (non availability of Customs Officers/System Failures) demurrages and detention charges will be borne by ECIL on appropriate certification by concerned operation (Import) group of divisions.

3 Period of Contract: The contract will be for a period of two years from the date of award of contract and may be extended by one more year at the same rates, terms and conditions on mutual consent. ECIL reserves the right to award the contract for a lesser period also, if circumstances warrant, without assigning any reasons.

4 Qualification/Eligibility Criteria:

4.1 IATA Certification on the name of the Company valid at all ports of India is acceptable. Copy of valid membership certificate should accompany the techno-commercial bid.

4.2 Bidder should have been in the International Consolidation business at least for 3 years. Bidder should have been handling at least one or more Public Sector organisations. Bidder should have a business turnover of a minimum of Rs.25.00 Crores towards International Cargo Consolidation and Rs.3.00 Crores towards Customs Clearance in last three financial years i.e. 2011-12, 2012-13 & 2013-14. Copy of balance sheets should be furnished with techno-commercial bid.

4.3 Bidder should have offices/branches in New Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bengaluru. Addresses and other details should be furnished in the techno-commercial bid.

4.4 Valid License from DCAC (Directorate of Conventional Arms Control) Pretoria, RSA is essential for export of Defence goods. A copy of the valid license in the name of the association in RSA should be provided with techno-commercial bid.

- 4.5 Bidder should hold valid Service Tax Registration certificate. Copy should be furnished with techno-commercial bid.
- 4.6 Qualification/Eligibility Criteria will be as per Annexure J.
- 4.7 Bidder should hold Valid CHA Licence Certificate. Self attested copy should be furnished with Techno-commercial bid.

5 Validity of Bid:

Bids shall be valid for a minimum period of 90 days from the date of opening of price bids.

6 Earnest Money Deposit (EMD):

- 6.1 Techno-commercial bid shall accompany interest-free EMD of Rs.12,00,000/- (Rupees twelve lakhs) 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, as per format in Annexure B, on Non-Judicial stamp paper of Rs.100/- valid for 90 days from the tender due date.
- 6.2 EMD will be refunded to the un-successful Bidder within 45 days from the date of finalization of contract on this tender.
- 6.3 EMD will be refunded, to successful Bidder within 15 days of signing of Agreement, subject to receipt of Performance Bank Guarantee-cum-Security Deposit.
- 6.4 If EMD is furnished through Demand Draft, the Bidder shall furnish name of the Bank, Branch, Type of Account and Account No. in Techno-Commercial bid for refund of EMD.
- 6.5 Upon award of contract, if the contractor fails to furnish Performance Bank Guarantee-cum-Security Deposit as per Contract terms within 15 days, EMD will be liable for forfeited and contract will be liable for termination, without notice, in addition to invoking Risk Purchase Clause.
- 6.6 If the Bidder revokes, withdraws and modifies the Bid after the due date and within the validity period of the Bid, EMD will be forfeited in favour of ECIL.
- 6.7 Bids not accompanied by EMD will be summarily rejected.

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7 Prices:

- 7.4 Bidders should submit the bid indicating clearly Basic price/charge against each line of entry to the price bid format. Prices/charges and Taxes shall be indicated separately against each line of entry as per price bid format Annexure C.
- 7.5 Prices should be indicated both in figures and words. In case of disagreement, the price in words will only be considered for the purpose of evaluation.
- 7.6 Basic charges and type and rates of taxes as applicable should be furnished in the price bid.
- 7.7 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.
- 7.8 Mutually agreed basic charges shall remain fixed till completion of contract, whatever be the circumstances.
- 7.9 Statutory recoveries including TDS as applicable will be effected from the bills payable to the contractor.

8 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.

9 Performance Bank Guarantee (PBG)-Cum-Security Deposit:

The Contractor should furnish performance bank guarantee @ 5% of the total contract value 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 – I.

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- 9.1 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 be not sufficient to cover the full amount recoverable, the contractor shall remit the balance dues to ECIL on demand, in the manner as directed by ECIL.
- 9.2 The Security Deposit or such part thereof, as has not been used of or appropriated as aforesaid, will be refunded on satisfactory completion of the contract by the contractor on submitting 'No-due' certificate from all Groups/Divisions of ECIL.
- 9.3 Successful Bidder shall enter into an Agreement with ECIL on Non-judicial Stamp Paper of Rs.100/-, 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.
- 9.4 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.
- 9.5 In case of successful bidder EMD will be liable to be forfeited if he fails to sign the contract or provide PBG within 15 days of award of contract.

10 Terms of Payment:

- 10.1 Payments will be effected, on monthly basis, against submission of tax invoices, in triplicate, to the respective Purchase Departments of various business Groups/Divisions of ECIL.
- 10.2 Payments will be released after deducting TDS or any other statutory dues, within a period of 30 days from the date of submission of the tax invoices duly certified by Purchase Departments of user Divisions of ECIL, complete in all respects, with relevant supporting documents.
- 10.3 ECIL shall not be held responsible for delay in payment due to Successful Bidder's delay in submitting the bills complying with the terms of the contract.
- 10.4 In any case, the number of tax invoices for payment, shall not exceed one per month per one business Groups/Division of ECIL.
- 10.5 No advance payments will be made.
- 10.6 Service tax credit benefits, if any, shall be passed on to ECIL.

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11 Charges reduction clause:

- 11.1 In the event of delay or poor services of ICCA beyond the agreed terms, charges will be reduced @ ½% per week on the Cost Insurance and Freight (CIF) value of consignment (s) affected due to such poor or delayed performance subject to a maximum of 1% will be levied and recovered from ICCA's bills.
- 11.2 If the delay in service exceeds 2 weeks, ECIL at its option, without notice, is entitled to make alternate arrangement, in which event, it shall debit actual expenditure so incurred towards such alternate arrangement with additional 10% towards incidental charges shall be deducted from the bills payable to the Contractor.
- 11.3 These reductions in charges payable are in addition to imposition of Risk Purchase Clause and other applicable terms & conditions.

12 Risk Purchase:

- 12.1 In the event of contractor's failure to provide the services as per contract terms & conditions, ECIL reserves the right to cancel the contract, without notice, source the contracted services from alternate agencies, in which event, the contractor will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for alternate arrangement.
- 12.2 All such costs will be recovered from bills/payables (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).
- 12.3 ECIL reserves the right to invoke risk purchase clause, without further notice (i) when the successful Bidder failed to provide Security Deposit/PBG as per terms of contract or (ii) when the reduction in charges payable for non-compliance exceed 1% of the contract value in any 2 months of a consecutive 4 months period (iii) in the event of contractor assigning the contract either in part or full to any third party without prior the written consent of ECIL.

13 Award of scope:

- 13.1 Based on the competitive bid, ECIL may award the contract defined in Scope as: (i) splitting the total scope i.e. (a), (b) and (c) to two bidders (or) (ii) scope @ one ICCA per city in case of (c).

- 13.2 Whatever be the scheme of splitting, contract will be awarded to qualified L1 bidder. The Contract will be awarded to one or more parties. The lowest rate quoted for each category will be taken as L1 rate and the same will be offered to other parties for finalization of contract.
- 13.3 Bidders shall have no choice on the scope.
- 13.4 ECIL reserves the right to enter into similar contract with any other ICCA from time to time and Successful Bidder shall not claim any sole right to provide the services.
- 13.5 Prior approval shall be taken for clearing the goods falling outside the scope of consolidation.

14 Discussions:

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

15 Dispute Resolution

- 15.1 Every effort shall be made to settle all the disputes or differences arising during the execution through mutual conciliation.
- 15.2 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration by appointing Sole Arbitrator by the Director (P) of 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.
- 15.3 The venue for Arbitration proceedings shall be Hyderabad and as per provisions of Arbitration & Conciliation Act 1996.
- 15.4 The courts for ECIL, Hyderabad, jurisdiction only have exclusive jurisdiction.

16 Assignment:

- 16.1 When the contract is awarded, the ICCA shall not sub-delegate, transfer or assign any obligations thereof, either in whole or in part, to any 3rd party.

- 16.2 ECIL reserves the right to cancel the contract and invoke Risk Purchase Clause, without further notice, when the bidder fails to comply.

17 Technical Bid Evaluation Criteria:

- 17.1 Office Premises: Bidder should have office in each of the 6 cities i.e. Mumbai, New Delhi, Kolkata, Chennai, Hyderabad and Bengaluru. A bidder should bid for the city only when the bidder's firm has office in that City. If the bidder has office in more than one City, the bidder has the option to quote for as many cities as the no. of offices where bidder has offices. In any case, the bidder's office should have been registered and should be in operation for a minimum of 3 years prior to closing date of the tender.

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:-

(i) Full Address of the Office with name of the State (ii) Landline Telephone bills of the Office (iii) Municipality / Corporation/ Local Body Tax receipt (If the bidder is owner of the office) (iv) Copy of title deed of the ownership or lease agreement with premises owner, if the bidder's office 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) IATA membership or other document issued by Government/Statutory authority, indicating the name and address of bidder's office and nature of business relevant to the scope of the tender.

- 17.2 Proof of successful execution of previous orders and corresponding completion certificates: Bidder should furnish copies of minimum 2 contracts of similar scope successfully executed during the preceding three years, 2011-12, 2012-13 & 2013-14.

17.3 Financial Capacity of the Bidder:

Bidder should preferably be a profit-making organization in previous three financial years i.e. 2011-12, 2012-13 and 2013-14 and should have minimum annual turnover of Rs.25.00 Crores International Cargo Consolidation and Rs.3.00 Crores towards customs clearance during the last three financial years. Bidder should submit copies of audited Balance sheet, Profit & Loss Account towards proof of turnover and profit/loss.

- 17.4 Bidder should attach copy of Service Tax Registration Certificate.

- 17.5 Bidder should attach copy of TAN and Income tax Clearance certificate / Return of IT for the year 2013-14.
- 17.6 The bidder must be a Registered Company/firm in India. Copy of relevant proof issued by statutory authority should be furnished with the techno-commercial bid.
- 17.7 Compliance in respect of **Annexure H** is mandatory. Only bidders providing proof of satisfying these criteria will be qualified in the techno-commercial bid evaluation.

18 Affidavit for non-prosecution and No Pending Litigation:

Bidder should furnish a notarized Affidavit on non-judicial stamp paper of value Rs.100/-, as per the Format at **Annexure D**.

19 Safety & Statutory Compliances:

- 19.1 Contractor shall be responsible for all aspects of health, welfare, safety, security, environmental and statutory compliances as per international and Indian laws as applicable, for both the cargo handled and personnel employed by the bidder, during execution of the contract.
- 19.2 Contractor shall undertake to make good all the damages, losses caused to the property/personnel of ECIL or to any 3rd party.

20 Confidentiality-cum-non-disclosure:

- 20.1 Contractor should undertake to keep the information on source of cargo, nature of cargo, and all other technical and commercial information on the cargo as absolutely confidential and secret and shall not disclose or provide any information, which may come to Contractor's knowledge or passed on to Contractor during the execution, to any third party, person or country under any circumstances, without prior written consent of ECIL.
- 20.2 If the contract is awarded, Contractor shall not claim, solicit, reveal, disclose, advertise or publicize through print or electronic media or through any other media including Contractor's in-house newsletters, bulletins, magazines or any other publications directly or indirectly for limited or for public circulation, on the scope and execution of the work, without prior written consent of ECIL.
- 20.3 ECIL reserves the right to prosecute Contractor and/or claim damages for non-compliance.

- 21. Termination of contract:** ECIL reserves the right to terminate the Contract by giving three months notice, without assigning any reasons whatsoever. However, the ICCA shall be bound to fulfill the contractual obligations even after such termination to the extent applicable during the period of notice.
- 22 Compliance Statement:**
- 22.1 Compliance Statement confirming compliance to all the above clauses of Techno-commercial bids as per Annexure-E should be submitted.
- 22.2 All pages of this Tender document should be signed with seal of the bidder and should be submitted along with Techno-commercial Bid.
23. 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 entrepreneurs). Please provide the same along with techno-commercial bid.

PART- II: PRICE BID

24 Prices:

- 24.1 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**.
- 24.2 Prices should be quoted for each city in respect of Scope (b).
- 24.3 Price bid should not contain any term or condition or clause except the basic price.
- 24.4 For the purpose of calculating the Air Freight, the following weight/volume will apply:
- a) Rates will be charged on the actual weight for heavy consignments and on volumetric basis for light consignments.
 - b) 6000 cc or 366 cubic inches should be deemed equal to one Kilogram.
 - c) Fractions of KG/Unit may be charged to the next higher KG/Unit.
 - d) Dangerous Goods (DGR) : Articles or substances which are capable of posing a significant threat to health, safety or property when transported by Air and which are so classified in the current edition of Dangerous Goods Regulations Manual issued by IATA.
 - e) Over Dimensional Consignments (ODC): When the size of the packages exceeds normal unit Load Devices (pallet/container dimensions, they will be termed as ODC).

(N.NAGESWARA RAO)
DGM (CP)



ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

ANNEXURE A

PUBLIC TENDER NO.ECIL:CP:ICCA:PT-122:14-15
DUE ON : 18-03-2015

DATE :11-02-2015

TECHNO-COMMERCIAL BID FORMAT

Sl.No.	PARTICULARS	
1	Name of the Organization and Address	
2	Registration details with Number & Date (Please attach proof from appropriate authority)	
3	Company Status: Proprietary/Partnership/Limited Please provide relevant documents along with owner/partner name/Director's names, as applicable	
4	Areas of Associate Business	
5 a)	Year of commencement of International Cargo Consolidation Business	
b)	IATA Registration No. (to be enclosed a valid copy)	
6	Present employment in Company as a whole in India and Hyderabad	
7	Number of Branches in India and their addresses with Telephone, FAX and E-mail (to be enclosed in a separate sheet)	



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8	Countries covered by your ICCA Network/own office addresses with Telephone, FAX and E-mail. (to be enclosed in a separate sheet)	
9	Mention the Communication facilities to ensure quick feedback like Landline Telephone Number or Cell Number, FAX Number and Email Id.	
10	Income Tax PAN No. (Copy to be enclosed)	
11	Latest Income Tax Clearance Certificate (copy to be enclosed)	
12	Service Tax Registration No. (copy to be enclosed). Also specify whether your firm is covered under ST act for this purpose.	
13	CHA Licence Certificate No. (valid copy to be enclosed)	
14	Present Clientele List along with performance certificate from the users	

15	Consolidation Business on Air India/Other Airlines on all India Basis on charges collect basis during	No. of HAWB	Cargo in MT	Amount (Rs.)
a)	2011-2012			
b)	2012-2013			
c)	2013-2014			
16	Major Public Sector Undertakings with whom the Business was done on written contract at least for a period of Three years (Please enclose performance certificate)	Name of the Undertaking Company	Period of Operation	



ELECTRONICS CORPORATION OF INDIA LIMITED
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		1)	
		2)	
		3)	

17	Your Banker's Name, Branch and Account No.	
18	Any other information	

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.

We hereby declare that the information given above is true and correct. If at any 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.

Date:

Signature of the bidder:

Place:

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 _____ as per scope of the tender.

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.



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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 _____ (_____ 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 here 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.100/- from a Nationalized or Scheduled Bank only.



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ANNEXURE C

PRICE BID FORMAT

(Please submit in separate sealed cover)

(a) TENDER FOR INTERNATIONAL AIR CARGO CONSOLIDATION

FREE ON BOARD CARRIER RATES FOR AIR CONSIGNMENTS

PUBLIC TENDER NO.ECIL:CP:ICCA:PT-122:14-15
DUE ON:18-03-2015

Dated: 11-02-2015

Unit Weight: Kilogram
Currency : Origin Country

Mode of Transport : AIR LINES
Freight : Charges Collection Basis

NAME AND ADDRESS OF THE ICCA:
ALONG WITH PHONE, FAX &
E-MAIL ADDRESS

SL. No.	A I R P O R T S		W E I G H T B R E A K U P					
	FROM	TO	MINIM UM	-45 to +44 kgs	+45 to +99 kgs	+100 to +499 kgs	+500 to +999 kgs	+1000 kgs and above.

	If on Ex-works basis :	
a)	Handling	
b)	Clearance	
c)	AWB Fees	
d)	Terminal/CHC Charges	
e)	Pick-up to nearest Airport	
f)	Banking	
g)	Certificate of Origin	
h)	Security Council Fee	
i)	Fuel Surcharges per kilo	
j)	IFC(IGM Filing) Charges	
k)	Screening Charges	

Contd...2



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	If any Destination Charges :	
a)	Charges Collect fee per HAWB	
b)	Delivery Order fee per HAWB	
c)	Break Bulk fee per HAWB	
d)	Cartage Charges as per Local Airport Tariff	

Note: List of Countries enclosed is to be signed and attached.

(b) TENDER FOR INTERNATIONAL CARGO

HANDLING CHARGES OF SEA CONSIGNMENTS WHICH ARE ON EXWORKS BASIS

PUBLIC TENDER NO.ECIL:CP:ICCA:PT-122:14-15
DUE ON: 18-03-2015

Dated: 11-02-2015

Unit Weight: Kilogram
Currency : Origin Country

Mode of Transport : OCEAN FREIGHT
Freight : Charges Collection Basis

NAME AND ADDRESS OF THE AGENCY:
ALONG WITH PHONE, FAX &
E-MAIL ADDRESS

SL. No.	SEA PORTS		W E I G H T B R E A K U P	
	FROM	TO	MINIMUM	FOR EACH ADDITIONAL METRIC TON

Contd.....3

On Ex-works basis :	
a) Pick up Charges	
b) Handling Charges	
c) AES Filing Charges	
d) Customs Clearance Charges at Country of Origin	
e) B/I Charges	
f) Documentation Charges	

Note: List of Countries enclosed is to be signed and attached.

(c) TENDER FOR CUSTOMS CLEARANCE ACTIVITY AT THE HYDERABAD INTERNATIONAL AIRPORT

SL.NO.	DETAILS			
01	ICCA Charges (Includes delivery of pre-alert documents at ECIL and collection of Documents required for clearance from ECIL, Documentation charges, loading / unloading assessment charges Opening, repacking etc.)			
	i.	A)	For Normal Charges	
	ii.	B)	Dangerous goods & over dimension Consignments	
	iii.	C)	Project Imports	
			a) Project Registration	
			b) Endorsement Fees	
			c) Processing fees	
02	Transportation Charges from Hyderabad Airport to ECIL			
	1.	Up to 500 Kgs (small Trolley)		
	2.	501 Kgs to 1000 Kgs (Big Trolley)		
	3.	1001 Kgs to 3500 Kgs (LCV)		
	4.	3501 Kgs to 5000 Kgs (HCV)		
03	Detention Charges			
04	Demurrage Charges at Airport			
05	Other Charges			
	1.	EDI / Custodian Charges		
	2.	Duty and other charges		
	3.	Service Tax		
06	Bonding charges at Customs Warehouses			
07	Provisional Assessment and regularization			
08	Submission, processing and cancellation of Provisional Duty (PD) Bonds under Provisional Assessment			
09	Submission, processing and cancellation of Bank Guarantees under Provisional Assessment			



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10.	Refund Claims	
11.	Drawback Claims	
12.	All activities pertaining to clearance of consignments under ATA CARNET	
13.	Clearance of Explosive Cargo at all Air & Sea Ports	
14.	Sea Shipments	
	i) THC Charges	
	ii) Port Dues	
	iii) CFS Charges	
	iv) Loading & unloading charges	
	v) Lift on Lift off charges	
	vi) Crane/fork lift charges	
	vii) Documentation charges, if any	
	viii) Octroi charges, if any	
	ix) Stamp Duty charges, if any	
15.	Re-export	
16.	Repair & return of consignments	
17.	Clearance at other Ports	
18.	CD payment upto Rs.5,000/- to be made by the Contractor and claim later.	
19.	CIF Value cleared in previous years	

Date :
Place:
Office Seal :

Signature :
Name :



ANNEXURE D

AFFIDAVIT
TOWARDS DECLARATION OF NON-PROSECUTION &
NO PENDING LITIGATION

To

DGM (Corporate Purchase)

Electronics Corporation of India Limited

Hyderabad – 500 062

Sub: Your Tender Notice No.ECIL:CP:ICCA:PT-122:14-15

"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:



ANNEXURE E

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			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

Signature of Bidder, Date and Seal



ANNEXURE F

LIST OF COUNTRIES

Your offer may be sent for the following countries as per the format specified.

SL.NO.	FROM	TO
01	USA (New York & Los Angles)	MUMBAI
02	UK	NEW DELHI
03	GERMANY	KOLKATA
04	SINGAPORE	CHENNAI
05	JAPAN	HYDERABAD
06	FRANCE	BENGALURU
07	CANADA	
08	SWITZERLAND	
09	SWEDEN	
10	HONGKONG	
11	ITALY	
12	NORWAY	
13	NETHERLANDS (Holland)	
14	DENMARK	
15	FINLAND	
16	BELGIUM	
17	AUSTRIA	
18	THAILAND	
19	SOUTH KOREA	
20	TAIWAN	
21	CZECH REPUBLIC	
22	UAE	
23	ISREAL	
24	AUSTRALIA	
25	SOUTH AFRICA	
26	CHINA	
27	SPAIN	
28	NORTH KOREA	
29	SOUTH KOREA	
30	IRELAND	
31	MALAYSIA	
32	MEXICO	
33	UKRAIN	
34	BULGARIA	

Note: Any other destination in India decided from time to time.



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ANNEXURE G

DECLARATION FORM

(To be enclosed with Techno-commercial bid)

Name of the Tenderer :

Address of the Bidder :
(To be filled in by the Bidder)

I / we hereby offer to bind to terms and conditions of the tender. I, We do hereby agree that I / we shall keep my / our offer for a period of 90 Days from the due date of opening of tender or from the date of negotiations whichever is later or for the extended period as desired by ECIL in addition to the period of 90 days mentioned above in the event or 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 or my / our offer being accepted by ECIL.

Yours faithfully,

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



ANNEXURE H

EVALUATION CRITERIA

(To be enclosed with Techno-commercial Bid)

1. Other requirements

01.	<u>Office Premises:</u> Addresses of 6 cities i.e. Mumbai, New Delhi, Kolkata, Chennai, Hyderabad and Bengaluru. Proof of Office premises attached	Yes / No
02.	Minimum 2 contracts of similar scope successfully executed during the preceding 3 years, 2011-12, 2012-13 and 2013-14. Proof of successful execution of previous orders and corresponding completion certificates	Yes / No
03.	A profit-making organization in previous three financial years i.e., 2011-12, 2012-13 and 2013-14 with minimum annual turnover of Rs.25.00 Crores International Cargo Consolidation and Rs.3.00 Crores towards Customs Clearance during the last three financial years. Copies of audited balance sheets, Profit & Loss account towards proof of turnover and Profit/Loss attached	Yes / No
04.	Whether valid Service Tax Registration Certificate copy attached	Yes / No
05.	Whether Copy of TAN and Income Tax Clearance Certificate or Copy of I.T return for FY 2013-14 attached	Yes / No
06.	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

Signature:

Name:

Office seal of the Bidder:

ANNEXURE I

PROFORMA FOR PERFORMANCE BANK GUARANTEE-CUM-SECURITY DEPOSIT

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address), (herein after 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 Undertaking), a Company incorporated under the Companies Act, 1956, having its Registered Office at Hyderabad – 500 062, India (herein after called the 'Company' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas M/s _____ (Contractor 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 services for International Cargo Consolidation and Customs Clearance.

And whereas the contract inter-alia, provides that the Contractor shall furnish Bank Guarantee to the Company a sum of Rs. _____ (Rupees _____ only) towards Warranty Bank Guarantee for due and faithful performance of the Purchase Order/contract in the form and manner specified therein covering the warranty obligation 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 favor 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 Contractor making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The Purchase Order/contract.

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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 Contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by The Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order/contract or extend time of performance by the Contractor 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 here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the 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.

Contd....3



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5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the 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 honor the said invocation without demur.

Witness:
(Guarantor)

Signed for and on behalf of the Bank

- 1.
- 2.



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ANNEXURE-J

QUALIFICATION/ ELIGIBILITY CRITERIA

(To be enclosed with Techno-commercial Bid)

1. Other requirements

01.	IATA Certification on the name of the Company valid at all Ports of India. Copy of valid membership certificate attached.	Yes / No
02.	Valid License from DCAC (Directorate of Conventional Arms Control) Pretoria, RSA for export of Defence goods. Copy in the name of association in RSA attached.	Yes / No
03.	Valid CHA Licence. Self attested copy attached.	Yes / No
04.	Business turnover of minimum of Rs.25.00 Crores towards International Cargo Consolidation and Rs.3.00 Crores towards Customs Clearance in last three years i.e.2011-14. Copy of balance sheets attached.	Yes / No
05.	Whether valid Service Tax Registration Certificate copy attached.	Yes / No
06.	Offices/branches in New Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bengaluru addresses and other details attached.	Yes / No

EMD Amount submitted Rs _____

DD No _____ Dated _____ Bank _____

Branch _____ Payable at _____

Charges towards tender document Rs.5000/-

DD No _____ Date _____ Bank _____

Branch _____ payable at _____

Signature:

Name:

Office seal of the Bidder: