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TENDER SCHEDULE:

TYPE OF TENDER	OPEN TENDER
TENDER NUMBER	ECIL/CP/PT-226/X/2025-26
TENDER DESCRIPTION	HIRING OF TAXI CARS ON MONTHLY AND DAILY BASIS
TENDER BIDDING SYSTEM	TWO BID SYSTEM (1.TECHNO COMMERCIAL BID, 2. PRICE BID)
ESTIMATED TENDER VALUE	Rs. 2.4 CRORES FOR ONE YEAR (APPROX.)
EARNEST MONEY DEPOSIT	Rs.4.80 Lakhs
TENDER ISSUING DATE	05.08.2025
PRE-BID MEETING, DATE & TIME	13.08.2025 @ 11:00 Hrs
PRE BID MEETING VENUE	ECIL Guest House Conference Hall, Electronics Corporation of India Limited, Hyderabad – 500 062
LAST DATE FOR SUBMISSION OF ANY SUGGESTIONS	12.08.2025 @ 17:00 Hrs
CORRIGENDUM IF ANY	16.08.2025
LAST DATE & TIME FOR SUBMISSION OF BIDS	26.08.2025 @ 14:00 Hrs
DATE & TIME OF OPENING THE TECHNO-COMMERCIAL BID.	26.08.2025 @ 14:30 Hrs

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

TERMS & CONDITIONS

Tender Notice Number: ECIL/CP/PT-226/X/2025-26 DATE: 05.08.2025

Due Date: 26.08.2025 TIME: 14:00 Hrs.

1. GENERAL CONDITIONS OF CONTRACT (GCC):

Electronics Corporation of India Limited (ECIL), a Government of India Enterprise, intends for Hiring of Taxi Cars on Monthly and Daily basis to commute the Senior Executives of ECIL and other officials as per the requirement of the organisation on any day by intimation including both local and outstation movements.

- 1.1 The NIT can be downloaded from <https://etenders.ecil.co.in/eps/home.do> (Ctrl+Click this link). The bidders are requested to submit their bids in “online mode” only.
- 1.2 This Tender is invited in two bid system (Techno commercial Bid& Price Bid).
- 1.3 The Bidder should submit the Techno commercial bid and Price Bid Separately in e-tender portal.
- 1.4 **Bids will be rejected summarily if price indications are made, either directly or indirectly in Part-1 i.e. Techno commercial Bid.**
- 1.5 Bidders are required to enroll on the e-procurement portal of ECIL (URL: <https://etenders.ecil.co.in/eps/home.do>). Enrolment on the portal is free of charge.
- 1.6 As part of enrollment process, the bidders will be required to choose a unique Username and assign a Password for their accounts.
- 1.7 Bidders are advised to register the valid email ID and mobile number as part of registration process. These would be used for any communication from the portal.
- 1.8 Upon enrolment, the bidders will be required to register their valid (DSC) Digital Signature Certificate (Class-II or higher Certificates with signing & encryption key usage separately) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode etc.) with their profile.
- 1.9 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.10 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.
- 1.11 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should note and follow time line during their bid submission.
- 1.12 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done.
- 1.13 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.14 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 1.15 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

- 1.16 Bids not in accordance with the above will be liable for rejection. Bidders are requested to submit their bids online prior to last date of submission.
- 1.17 Bids will not be considered if received after the due date and time.
- 1.18 **Opening of Techno-Commercial Bids:** Techno-commercial bids will be opened by the Tender Committee on 26.08.2025 @ 14:30 hours and evaluate the techno-commercial bids to Pre-qualify the bidders as per eligibility criteria.
- 1.19 **Opening of Financial Bids:** Technically qualified bidders price bids are open in e-tender portal.
- 1.20 In case no bid or single bid is received or any other reason whatsoever, ECIL may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.
- 1.21 **Contact Persons:** In case of any query on the bidding document, bidders Are requested to contact the below officials:
- i) In case of any query on the bidding document, bidders are requested to contact No's: 040-27186830/2734/2208 E-Mail: corppur@ecil.co.in.
 - ii) For Scope & Service related clarifications: Contact No.040-27182396/2550 E-Mail: ectransport@ecil.co.in.
 - iii) For e-procurement portal related clarifications: Help Desk No.: 040-27186294/6652/2273 Email: etendering@ecil.co.in.

- 2. PERIOD OF CONTRACT:** The period of contract is initially for a period of One Year. If the services are found satisfactory, the contract can be further extended for two more years on yearly basis on mutual consent of the vendor at the same rates, terms & conditions of the contract.

3. ELIGIBILITY CRITERIA:

The eligibility criteria of the bidders are defined in detail as **Annexure-A**.

4. SCOPE OF SERVICE:

- 4.1 The bidder/contractor/supplier shall supply only Road-Worthy AC Cars of 2022-year make onwards, which are duly registered with Road Transport Authorities under "Taxi" category, for official use of ECIL Executives, visitors of ECIL, VIP & VVIPs on Monthly & Daily hire basis through a rate contract within the Limits of Greater Hyderabad Municipal Corporation and surrounding areas. The vehicles shall also be supplied on all holidays and Sundays, if required.
- 4.2 The bidder should own at least 3 Cars (Any Sedan/Luxury Sedan/MPV) on their names or firm's name and the make/manufactured year of vehicles should not be older than **2022** and registered as Taxi vehicles for the use of commercial purpose. The proof of ownership should be produced along with the qualifying bid documents.
- 4.3 The bidder agency should have a registered office in Hyderabad/ Secunderabad (GHMC) or has an established office in Hyderabad/Secunderabad (GHMC) with strong financial fundamentals and good operational capability.
- 4.4 The Agency shall ensure that the level of service is highest professional standards and shall ensure full compliance to the terms and conditions of the contract.

5. VEHICLE REQUIREMENTS

- 5.1 The road worthy AC cars shall be supplied duly with decent look, well-kept interiors and maintained good upholstery which have been registered with Road Transport Authorities under taxi category as classified below:

SN	Category of Cars	Mode of Usage of Cars	Examples
1	Sedan (Engine capacity 1197 CC and above)	Monthly hire basis	Toyota Etios, Honda Amaze, Hyundai Xcent, Hyundai Aura, Swift Dzire, Tata Tigor & its equivalent
		Daily hire basis	
2	Luxury Sedan (Engine capacity 1462 CC and above)	Daily basis	Maruti Ciaz, Honda City, Skoda Slavia, Volkswagen Virtus, Skoda Superb, Toyota Corolla Altis, & its equivalent
3	Multi-Purpose Vehicles (MPVs) (min 2400 cc)	Daily basis	Toyota Innova Crysta, Toyota Fortuner, Mahindra Scorpio, Mahindra Morazzo, Maruti Suzuki XL6, Kia Carens & its equivalent.

- 5.2 The Cars should be in good condition and should have all requisite valid documents like, RC, Permit, Fitness, Taxi token, comprehensive insurance, valid Pollution Certificates etc., as mandated under Motor Vehicles Act to ply the vehicles. The vehicles should be provided even on any holiday and Sundays as & when required.
- 5.3 Vehicles should have neat & tidy/good upholstery and facility of keeping star plates with white seat covers and no damages to body, complete paint and shall be maintained in clean and tidy condition on daily basis.
- 5.4 Every vehicle is to be equipped with fresh water bottles (Kinley/Bisleri), Daily English Newspaper (The Hindu/ Hindustan Times), Multi socket charger, I-phone charger, towels, Fire Extinguisher and First Aid Kit. Vehicle should have proper horn, reverse horn and brakes in good working condition.
- 5.5 The vehicles/cars should report with sufficient Fuel to run a minimum of 150 KM per day.
- 5.6 Each vehicle should have a spare tyre, inflated with required air pressure and necessary essential tools.
- 5.7 The vehicle along with the driver should be continuously present. If the vehicle breaks down, alternative vehicle should be arranged forthwith, not exceeding the minimum time required to be taken from the agency's office to the point of duty where the vehicle had its break down.

6. PROCESS OF COMMUNICATION (DAILY VEHICLES)

- 6.1 The Bidder/Agency/Contractor should have facilities, for booking of cars through Email / Mobile/ Land Phone. The Contractor shall ensure availability of an authorized contact person in his Office to receive messages from ECIL and arrange vehicles at the appointed place and time. Normally, one-day prior notice will be given by ECIL for the vehicles required on daily basis. However, in exceptional cases and in exigencies, the Contractor shall provide vehicles with short notice of two hours also.
- 6.2 Bidder/Agency/Contractor in turn should provide the details of Car Number, Driver's Name and Phone Number well in advance to commuter/person being travelled, the Divisional Executive who requested for the booking and to the concerned officials in the Transport Department of ECIL.

7. The bidder/agency/contractor shall supply of cars in the following 3 categories;

7.1 FOR MONTHLY HIRE BASIS

- 7.1.1 The Contractor/supplier is/are responsible for supply the Cars on Monthly Hire Basis for Senior Executives of ECIL like HoDs and above designated officials to commute from residence to office & vice-versa and other official visits within the GHMC limits.
- 7.1.2 Only Sedan cars will be required for this supply. A month is defined as 26 days.
- 7.1.3 The usage variant is **2000 KMs and 300 Hours** per month (26 days) excluding Sundays & ECIL declared holidays.
- 7.1.4 If any vehicle runs less than the quoted kilometers of 2000 per month, the difference/shortfall between the quoted KMs and actual run distance will be adjusted in subsequent months of every quarter during the tenure of the contract as per particular vehicle.
- 7.1.5 Payment will be made for each vehicle as per the scope of 2000 Kms and 300 hrs. based on the quoted rate. However, in case of any shortfall in usage of 2000 kms per month the same will be used any time within the quarter of 3-months. The un-used kms still left beyond end of the quarter will be automatically lapsed. Note: Each Quarter will be calculated the reference date for calculation of quarter will be from the date of commencement of work.
- 7.1.6 The bill will be considered as per the actual utilization on Pro-rata basis (i.e., overall base package will be divided by 26 and multiplied with actual utilized days).
- 7.1.7 For Sundays and Holidays, a separate claim as per the daily packaged rates will be applicable.
- 7.1.8 Tentatively **25 No.s** of AC cars are required on monthly hire basis and it may be varied in the total number of Monthly Hired cars as per the organizational requirement.
- 7.1.9 The exact numbers to be supplied, the Users/Officials information like place/contact will be informed by the Transport Department before commencing the contract work order.
- 7.1.10 The vendor should be ready to supply additional vehicles if required as per the tariff and terms of the agreed contract.
- 7.1.11 The vendor should ensure to supply of at least 25 cars on Monthly hire basis. Failure to do so would entail, further engagement of taxis from third parties for the number of vehicles not supplied and also for such number of days besides rendering contractor liable for cancellation of contract at the risk and cost of the Contractor.

7.2 FOR DAILY HIRE BASIS

- 7.2.1 The contractor should supply Sedan, Luxury Sedan and MPV cars as classified in the table above (para 5.1) as and when required on daily hire basis approximately 5 to 10 cars per day.
- 7.2.2 The cars on daily basis shall be supplied in the following segments:
 - i. 50 KMs and 5 Hrs.
 - ii. 80 KMs and 8 Hrs.
 - iii. 100 KMs and 10 Hrs.

- 7.2.3 If the vehicle exceeds the specified distance and time, the booking will be upgraded to the next category. Additional charges will be applied for exceeding the allotted kilometers and hours outlined in the contract terms.
- 7.2.4 The Contractor must gather daily information from the Transport Section, ECIL and organize vehicle arrangements promptly. He must make sure that to supply the required quantity of vehicles. Not complying would result in having to hire additional taxis from outside sources for the vehicles not provided, as well as for the same number of days which would be at the contractor's own risk and expense.
- 7.2.5 In any special case/event in the organization, the required quantity of vehicles shall be provided by the Contractor in addition to the regular bookings without fail.
- 7.3 FOR OUTSTATION DUTIES**
- 7.3.1 The contractor should supply Sedan, Luxury Sedan and MPV vehicles as classified in the table above (para 5.1) as and when required for outstation.
- 7.3.2 The cars shall be packaged as 250 KMs for 24 Hours (not a calendar day) and beyond the stipulated package extra charges will be applicable.
- 7.3.3 Night Halt charges / Driver Bata will be applicable.
- 7.4 A maximum of 10 KMs and 40 Minutes will be allowed for garage Distance i.e., from Garage to Reporting place (Morning) and Closing place (Evening) to Garage.

8. DRIVER REQUIREMENTS

- 8.1 The Driver should carry his valid Driving License (Original). He shall essentially follow safety rules while driving the vehicle. He shall be solely accountable for any breach of safety and MV Act regulations. The driver must be dressed in a white uniform, along with shoes. For drivers in Monthly car segment, the vendor can claim a maximum of Rs. 4,000/- per year towards Id-Card, Uniform & shoes by submitting the bill. (Restricted to actual no. of vehicles being utilized). It may be noted that before purchase of the uniform sample shall be approved by AGM (HR). The driver should at all-time carry the Identity Card issued by the Contractor for easy identification.
- 8.2 In case the driver is observed to be in intoxicated condition, a penalty of Rs. 1,000/- will be levied, and the vehicle will be treated as not being available for duty on that day. In such case alternate vehicle should be supplied by the contractor.
- 8.3 The Drivers should have good etiquette, should be well mannered and carry basic mobile phones (without camera). They must be experienced and familiar with city roads and landmarks and also well versed with Hindi/English Language in addition to their mother tongue. In case the driver expresses ignorance of the prominent routes within the city and thereby the vehicle runs for a longer distance than warranted, the excess distance shall be treated as if they were personal to the agency and are not payable by the Corporation.
- 8.4 The Driver shall be courteous to the user/ commuter / passengers from ECIL. He shall not argue with the user/commuter of vehicle under any circumstances.

- 8.5 The driver should ensure to carry all the relevant documents in the car at all time.
- 8.6 In case, if a valid driver's license is not available with the driver, then the vehicle shall be treated as not reported for duty and an additional penalty of Rs. 500/- will also be charged.
- 8.7 The Driver should always possess a minimum amount of Rs. 500/- towards parking, Toll Gate expenses etc. The Company will reimburse toll tax, parking charges etc., on production of vouchers.

9. OTHER GENERAL CONDITIONS:

- 9.1 The Contractor should ensure to supply of Cars as and when required. Failure to do so would entail further engagement of taxis from third parties for the number of vehicles not supplied and also for such number of days besides rendering contractor liable for cancellation of contract at the risk and cost of the contractor.
- 9.2 If the supplied/provided vehicle condition is found not satisfactory or any complaint in writing is received from the user Group/commuter on any aspect including negligent behavior of the driver, the vehicle should be replaced forthwith by another vehicle in good condition.
- 9.3 The Contractor should provide uniform & Id-cards to the drivers engaged on monthly hire basis.
- 9.4 Speedometer of the vehicles should be calibrated and accurate. Any violation will be viewed seriously and shall result in severe penal action by ECIL.

9.5 INSURANCE

- 9.5.1 All the Cars should be covered under comprehensive insurance which should cover driver, passengers, occupants and third party insurance and documentary proof of the same should be submitted to Corporation.
- 9.5.2 The contractor shall liaise with the insurance companies and other officials on behalf of Government for settlement of claims etc., arising out of any accidents involving vehicles.
- 9.6 The Bidder/Agency/Contractor shall appoint a dedicated person in the premises of ECIL who shall monitor/supervision of the vehicles movement, Drivers issues and coordinate with all the concerned officials. Such representative (Available on call 24*7) shall report to the Transport section from 08.00 a.m. & up to 07.00 p.m. of the Corporation on daily basis and resolve the issues if any on call/phone.
- 9.7 The Agency should ensure to submit the Police Verification Certificate (PVC) of their Drivers and submit to ECIL authorities before commencement of work for Monthly hired vehicles. The agency would be bound by the conditions with regard to police verification of the deployed drivers, staff and their medical fitness.
- 9.8 CISO, ECIL, will issue entry / exit permit for identifying the Monthly Hired Vehicle Driver(s) with car/Agency, only on confirmation from Transport section of the Corporation. Vendor shall also issue the identity card for drivers deployed at ECIL.

- 9.9 Corporation reserves the right not to make payments for the unregistered vehicles if any, operated by the Agency.
- 9.10 The Vendor/Contractor should be responsible to make the payments/remuneration to the driver/owners of the attached vehicles in time on or before 10th of every month.
- 9.11 **LOG BOOK:**
- 9.11.1 The agency shall maintain separate log book for every car on Monthly hire basis. On completion of duty for the day, the driver should obtain the signature of the user of the vehicle with his name and designation, the kilometre readings, timings in the beginning and end of duty and the places visited shall be recorded in the log book. The Log Book issued to a particular vehicle has to be used maintained with that vehicle only.
- 9.11.2 Monthly cars will be utilized for other duties of corporation in addition to their fixed duties. Travel agencies should change/remove the vehicles on receiving complaints from corporation without any mercy.
- 9.11.3 In the same manner, a duty slip shall maintain for Daily hire vehicles. On completion of duty for the day, the driver should obtain the signature of the user of the vehicle with his name and designation, the kilometre readings, timings in the beginning and end of the duty and the places visited shall be recorded in the duty slip.
- 9.11.4 The log books and duty slips shall be submitted along with the bills for verification and passing them for payment.
- 9.11.5 If there is any change in the vehicle, the Agency shall get endorsement of the transport section for using the Log Book already issued along with the changed vehicle. Log books will be thoroughly checked by Transport section, for billing KMs at pickup and drop points only be considered. However maximum 10 KMs will be allowed extra towards to & Fro from garage for a day.

9.12 **OPERATION AND MAINTENANCE OF VEHICLES:**

- 9.12.1 Proper maintenance of the vehicles and keeping them of roadworthy shall be the responsibility of the Contractor. The remuneration etc., of driver or any other personnel will have to be borne by the Contractor including all statutory levies. Hours of work, wages, etc., of the drivers or any other personnel shall be in accordance with the prevailing laws from time to time.
- 9.12.2 It will be the responsibility of the Contractor to pick-up Sr.Officers from specific points and maintain punctuality. The Contractor should ensure that while plying specific vehicles for ECIL, persons other than the ECIL officials are not permitted to travel in the vehicles. Moreover, vehicles engaged shall not be used by the Contractor for any other purpose during the period of contract.
- 9.12.3 In case of emergency like labour unrest at ECIL etc., the Contractor shall make all efforts to run vehicles normally.
- 9.12.4 All the Monthly hired vehicles should report at user premises as per the time prescribed every day including Sundays and Public Holidays as per requirement. However, authority lies with administration to call on any vehicle early/late, as per the requirement.
- 9.12.5 AGM (HR), ECIL reserves the absolute right to increase or decrease the no. of vehicles depending upon the requirement. AGM (HR), will also have the right to

suitably modify the routes or to alter the routes from time to time depending upon the requirements.

- 9.12.6 In case of breakdown of the vehicles enroute, a replacement vehicle should be sent by the Contractor immediately, so that there is no dislocation in the transport services or inconvenience to the officers of ECIL. In case this replacement vehicle does not take over the service from the breakdown vehicle and reach destination within half-an-hour, it amounts to non-operation and a penalty of Rs.500 (Rupees Five Hundred Only) per trip (one way) will be levied in addition to non-payment of hire charges for that trip on pro-rata basis. In case, the vehicle is not operated on any particular day, a penalty of Rs.1500 (Rupees One Thousand Five Hundred Only) will be deducted from the bill for each day/part of the day of non-availability.
- 9.12.7 In case the Contractor fails to provide/operate the vehicle on any day, ECIL reserves the absolute right to hire the vehicles from elsewhere and the charges incurred on this account would be recovered from the Contractor bill.
- 9.12.8 The Contractor should make his own arrangements at his own expenses for filling fuel, lubricants etc., and check the condition of the vehicle for ensuring their roadworthiness and good running condition, before each trip. The Contractor shall ensure availability of the fuel and lubricants in the vehicle run by him well in advance and should not take the vehicles for filling diesel/lubricants while commuting ECIL officials.
- 9.12.9 The drivers of the vehicles should wear uniform and courteous to officers and possess cell phones to know the movement of the vehicles from time to time. The Contractor should provide uniforms and cell phones to the drivers of the vehicles.
- 9.12.10 For any visit to airport the distance from the pickup point and airport (To/fro) to be noted and added to running Kms and will be settled in total monthly kilometres covered.

9.13 **TARIFFS**

Appendix for Tariff enclosed as **Annexure-B**

- 9.13.1 No request for revision of rates will be entertained during the period of contract.
- 9.13.2 However, the price of fuel (diesel only) increase/decrease shall be compensated/adjusted in the consequent bill for such increase/decrease as per the diesel price by the following methods;
- a) The base rate, for working out such variations, shall be the last date on which tenders were stipulated to be received.
 - b) Contractor is required to produce the documentary proof to claim compensation for increase in payment of diesel from the recognized Association/ Petroleum Company.
 - c) The compensation / Adjustment in case of increase / decrease in fuel price of Monthly and Daily hire based vehicles shall be worked out on the 1st of every month as per the formula given below based on the price as on 1st of that particular month if the increase / decrease in diesel price is beyond 5% of the base rate;

[The avg. of diesel rate for current month - (minus) Basic rate] X Actual KMs run in respective period for all vehicles

(Divided by) Average mileage of all vehicles in KMPL

- d) The average mileage of all types of vehicles should be submitted to ECIL by the bidder before proceeding to work order. The commencement of work order date will be considered as the base price of diesel forever till the end of contract period.

9.14 RIGHT TO ENTER INTO PARALLEL CONTRACTS:

9.14.1 ECIL Hyderabad reserves the right to enter into parallel contracts with any other party as and when consider desirable and necessary during the currency of the contract.

9.14.2 If the Contractor fails at any time, to render the services under this contract to the satisfaction of the AGM (HR), ECIL, whose decision in this regard shall be final and binding on the Contractor, he may, at his opinion, get the work done by the other parties. In such a case, the Contractor is liable to reimburse the loss/extra expenditure, if any incurred by ECIL in this regard.

9.14.3 If any of the vehicles are found not satisfactory in respect of their roadworthiness, performance, seats or body (doors, windows etc.,) and general condition during the tenure of this contract, AGM (HR), ECIL, reserves the right to ask the Contractor to repair/replace the vehicles. If the Contractor does not maintain or repair the vehicles to the satisfaction, AGM(HR) ECIL can engage the required no.of vehicles through any other agency and Contractor shall reimburse to ECIL the extra expenditure incurred, if any, by ECIL on this account.

10. REVISION OF RATES: No request for revision of rates will be entertained during the period of contract. However, if the price of diesel increases/decreases the Contractor shall be compensated/adjusted for such increase/decrease as per details given below:

- a) The Base rate, for working out such variations shall be the last date on which tenders were stipulated to be received. The rates applicable at Hyderabad will be considered.
- b) Contractor is required to produce the documentary proof to claim compensation for increase in payment of diesel from the recognized Association/Petroleum Company.
- c) The compensation / Adjustment in case of increase/decrease in diesel price of vehicles shall be worked out on the 1st of every month as per the formula given below based on the price as on 1st of that particular month if the increase/decrease in diesel price is beyond 5% of the base rate.

Present diesel rate – (minus) Basic rate x Actual KM run in
Respective period for each vehicle.

Average of mileage of all the vehicles

Note: The mileage submitted by the bidder along with techno commercial bid will be considered as average of mileage of all the vehicles.

11. TERMS OF INVOICING & PAYMENT:

- 11.1 The Agency will submit the bills duly attested/certified by the user Divisions/Groups. The name of the bank, branch, IFSC Code, Account type & Account No. shall be made available for payment. Income tax will be deducted as per prevailing IT Rules.
- 11.2 The payment will be made only after submission of invoices, logbooks, service feedback, fulfillment of necessary statutory compliances as per labour law and after making relevant taxes, etc as required under statute. All the penalties/fine/interest (if applicable) will be deducted (As per Annexure-H) before making the settlements. Payment to the Agency will be made through bank transfer only, in no circumstances cash/cheque payment will be made.
- 11.3 The agency should ensure to make payment to the drivers deployed in accordance with the provisions of Motor Transport Workers Act and Payment of Wages Act 1936 on or before 7th of every month, only through Bank remittances irrespective of payment of agency bills by ECIL. After making payments to drivers, the Agency should submit the bills to ECIL, on monthly basis on or before 15th of every month with bank statement proof of payment of remuneration to drivers. Payment to Agency will be released by ECIL within 45 days from last day of completion of claim period.
- 11.4 Agency shall be responsible for ensuring compliances with the provisions related to Labour Law (Central/State) and specially Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour (R&A) Act, Employee Compensation Act, Motor Vehicles Act, Motor Transport Workers Act, PF Act, ESI Act and any other relevant acts during the contract tenure and as may be enforceable from time to time. Onus of compliance of all the applicable laws/Acts/Rules shall rest with the Agency.
- 11.5 ECIL shall not be held responsible for delay in payment due to Contractor's delay in submitting the bills complying with all terms of the contract.
- 11.6 In case of the successful bidder/Agency failing to make payments to individual car service provider/driver, ECIL (as a Principal Employer) reserves the right to pay ninety percent of the due amount on each car directly to such car service provider/driver and simultaneously initiate action as deemed fit against the Agency including termination of the contract and adjust these payment amount from the final payments due to the agency.
- 11.7 No Advance payments will be made.
- 11.8 Payment will be made for each vehicle as per the scope of-2000Kms and 300 hrs based on the quoted rate. However, in case of any shortfall in usage of 2000-kms per month the same will be used any time with in the quarter of 3- months. The un-used kms still left beyond end of the quarter will be automatically lapsed. Note: Each Quarter will be calculated the reference date for calculation of quarter will be from the date of commencement of work.

12. SAFETY & STATUTORY COMPLIANCES:

- 12.1 Agency shall be responsible for all aspects of health, welfare, safety, security, environmental and statutory compliances of the personnel employed by the Agency as per Indian laws as applicable, by the Agency, during execution of the contract. The Agency shall comply with all Labour Legislations and shall solely be responsible for its implementation in true spirit. Any violation reported in implementation of any of the Labour Legislation will be viewed seriously and necessary action will be initiated for levying necessary penalties under the contract including termination of the Contract.
- 12.2 Agency shall undertake to make good all the damages, losses caused to the property/ Personnel of ECIL or to any 3rd Party.

- 12.3 The Agency should have P.F. and ESI registration in the Firm's name and submit the details to the Corporation. All necessary statutory provisions under Labour laws including PF act and ESI act should be adhered strictly by the Agency.
- 13. VALIDITY OF BID:** Bids shall be valid for a minimum period of 120 days from the date of opening of price bids.
- 14. 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.
- 15. PERFORMANCE BANK GUARANTEE (PBG):** 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 Indian Commercial bank as per RBI list (except Co-operative banks) in the prescribed format within 15 days from the date of issue of Letter of Intent (LOI) towards security deposit and performance of the contract. The PBG shall be extended from time to time, as demanded by ECIL, to cover the intended obligation. PBG shall be submitted in the format as per Annexure – E.
- 15.1 PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations,
- 15.2 Performance Security may be furnished in the form of Account Payee Demand Draft, fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable.
- 15.3 In the event of Security Deposit being insufficient or having been forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum payable to the Contractor. Should such sum also not sufficient to cover the full amount recoverable, the Agency shall remit the balance dues in cash to ECIL on demand in the manner as directed by ECIL.
- 15.4 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.
- 15.5 In the event of breach of any of the terms and conditions of the contract, the Director (P), Corporation or any other corporation officer authorized by the Director (P) to act on his behalf for this purpose, shall have, without prejudice to other rights and remedies, the right to terminate the contract forthwith and or to forfeit the entire amount or part of the amount of Security Deposit, towards any sum due for damages, losses, charges, expenses, or costs that may be suffered or incurred by Corporation due to the Agency's fault. The decision of Director (P), Corporation or the Authorized officer as above in respect of such damages, losses, expenses, or costs shall be final and binding on the Agency.

16. AGREEMENT: Successful Bidder shall enter into an Agreement with ECIL on Non-Judicial Stamp Paper worth of Rs.200/-, within 15 days of receipt of written intimation from ECIL on acceptance of tender.

17. RISK PURCHASE: In the event of Contractor's failure to provide the services as per contract terms and conditions, ECIL reserves the right to cancel the contract, source the contracted services from alternative agencies and in which event, the Contractor will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for alternative arrangement.

17.1 All such costs will be recovered from bills/payable (or) by invocation of Bank Guarantee(s) or through other recourse of law. The decision of ECIL is final and binding on the Agency(s).

17.2 ECIL reserves the right to invoke risk purchase clause,
a. when successful Bidder failed to provide Performance Bank Guarantee as per terms of contract (or)
b. In the event of Contractor assigning the contract either in part or full to any third party without the written consent of ECIL.

17.3 In case of failure of the bidder to correct himself for objections raised and comply with contractual requirements, ECIL reserves the right to cancel the contract and to invoke Risk Purchase Clause apart from other legal recourse.

18. DISCUSSIONS:

18.1 Bidders should quote competitive charges considering the fact that discussion, if required, will be held only with the Technically qualified lowest price Bidder.

18.2 If ECIL decides to distribute the work among more than one bidder, ECIL reserves the right to negotiate with more than one bidder.

19 DISPUTE RESOLUTION:

19.1 Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions.

19.2 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration by appointing Sole Arbitrator by Director (Personnel), ECIL. The Award passed by the Sole Arbitrator shall be final and binding on both the parties and the said Award shall not be questioned in any court of law.

19.3 The venue for Arbitration proceedings shall be at Hyderabad and as per provisions of Arbitration & Conciliation Act 1996.

19.4 Only courts in GHMC (Kapura Circle), Hyderabad, Telangana State shall have exclusive jurisdiction.

20 ASSIGNMENT:

20.1 When the contract is awarded, the Contractor shall not sub-delegate, transfer or assign any obligations thereof, either in whole or in part, to any third party.

20.2 ECIL reserves the right to cancel the contract and invoke Risk Purchase Clause, when the Contractor fails to comply.

21 TERMINATION OF CONTRACT: Contract may be terminated by giving 3 months' notice by either side. However, the contract shall be bound to fulfill the contractual obligations even after such termination to the extent applicable during the period of notice. If the contractor wishes to withdraw from the

contract, the damages suffered by ECIL to engage alternative sources during unexpired portion of the contract period shall be recovered from the Security Deposit.

22 TENDER HOLIDAY/BANNING: After awarding the Rate Contract, if the Contractor fails to take up the job (or) if the Contractor's performance of Service is not satisfactory such bidder will be Tender Holiday/Banned from future tendering process for a period of 03 years besides forfeiting Security Deposit amount. And the Bidder details will be displayed in our ECIL Website under Rejected/Blacklisted Vendors Category.

EVALUATION CRITERIA OF BID

1. Evaluation Criteria:

The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFQ, both technically and commercially.
- (b) In respect of Two-Part Bid system, the techno-commercial bids submitted by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the items as mentioned in the RFQ along with terms and conditions. The compliance of techno-commercial bids would be determined on the basis of the parameters specified in the RFQ. The Price Bids of only those Bidders will be opened whose Techno-commercial Bids would clear the techno-commercial evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in our portal. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) L-1 bidder will be determined on all elements of costs excluding taxes and duties, etc. quoted by the Bidders.
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of quoted price.
- (e) The Lowest Acceptable Bid will be considered further for placement of Purchase Order after complete clarification and price negotiations, if any, as decided by the Buyer.

2. Price Bid: The price bid format is as per the format given in the financial offer of the ECIL e-Procurement portal.

Eligibility & Qualification Criteria

1	Experience	Bidder should have satisfactorily completed of similar works as given below during last 5 years ending on the last day of the month previous to the one in which the tenders are invited. (i) <u>One similar completed work not less than Rs. 144 Lakhs</u> ‘OR’ (ii) <u>Two similar completed works each costing not less than Rs. 120 Lakhs</u> ‘OR’ (iii) <u>Three similar completed works each costing not less than Rs. 96 Lakhs</u>	Attested copies of experience Certificates along with work orders as proof of evidence to be submitted.
2	Vehicles Ownership proof	(i) The bidder must be registered under Motor Vehicle act 1961 as mentioned in the clause 4.3 of Scope of work. (ii) The ownership copies for all categories of the vehicles as per the clause 4.2 of Scope of work.	Self-Attested copies as proof
3	Financial Criteria	(a) Turnover (i) The average annual financial turn over should be at least 100% of the estimated cost (I,e 2.4 Cr) during the immediate last 03 consecutive financial years, ending with 31/03/2024. (ii) The bidder should not have incurred any loss in more than two years during last 03 years’ period ending with the last financial years i.e., 31/03/2024. (Or) (iii) Copy of Audited annual reports should be submitted by bidders in support of the annual turnover criteria. The full audited financial statement with all schedules and profit and loss account shall be submitted by the bidder or the turnover certificate shall be obtained from the Practicing Chartered Accountant for the last 03 years consecutive financial years ending with 31.03.2024. (iv) The bidder should have a positive net worth as on the financial year 2023-24. (b) Solvency: Bidder should have the solvency equal to Rs. <u>72 Lakhs</u>. Valid Solvency certificate for Rs. <u>72 Lakhs</u> from any scheduled bank issued on or after 01.04.2024 in support of financial standing	Attested copies as proof of evidence are to be submitted.

		(c) Copy of Registration of GST and PAN.	
4	EMD Clause:	a) Techno-commercial bid shall accompany interest-free EMD amount of 4.80 Lakhs through crossed Demand Draft, drawn on any Scheduled/Nationalized Bank in favour of Electronics Corporation of India Limited and payable at Hyderabad (or) through Bank Guarantee. b) MSE Bidders are waived off for EMD amount by providing the certificate of UDHYAM. And the bidder must be service provider of the offered service. c) Bids not accompanied by EMD will be summarily rejected.	
5	<u>Integrity pact</u>	All the bidders should submit the Integrity pact as per format on the 100/- non-judicial stamp paper signed and stamp by the Proprietor / CEO of the organization.	Hard copy of the signed document to be submitted as per Annexure-K
6	<u>Declaration for Non-Blacklisting</u>	The bidder should have not been debarred/blacklisted/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies etc. during past three years from the last date of submission of bids.	A Self Declaration to this effect on Company letter head duly signed.
7	<u>Office Premises</u>	1. The bidder should have their office in Hyderabad with good communication facilities & infrastructure. 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 any of the following document as proof for office address: - Municipality / Corporation / Local Body Tax receipt (If the bidder is owner of the office). - Copy of title deed of the ownership or lease agreement with premises owner along with Telephone bills, if the bidder's office is rented / leased. 2. In case if the Agency Office is not located at Hyderabad, Bidder should establish the Agency Office in Hyderabad within 30 days of award of contract with good communication facilities & infrastructure and it should not be a residence and documentary proof to be submitted. In case of delay in establishing the office within 30 days from the date of receipt of Contract a penalty of Rs.1000/- per day will be levied and recovered from the running bills.	Attested copies of proofs are to be submitted.

ANNEXURE-B**TARIFF RATES:**

Sl. No	Vehicle category	Base package	Average Utilization	No. of Units	Rate per month per vehicle (Rs.)	Total Price (Rs.)
A	B	C	D	E	F	G = E*F
I	Monthly Hire basis					
1.0	Sedan AC	2000 KMs & 300 Hrs per month (i.e., for 26 Days)	25 vehicles per day	25 vehicles	Bidders to submit Price as per this format in E-tendering Portal. Note: Don't mention any prices in this format.	
1.1	Charges for Extra KM beyond 2000 KMs			1 KM		
1.2	Charges for Extra Hour beyond 300 Hrs			1 Hr.		
	SUB-TOTAL (I)					
	Note: Final payment will be made based on actual working days as per para 7.1.5 & 7.1.6					
Sl. No	Vehicle category	Base package	Average Utilization	No. of Units	Rate per day per vehicle (Rs.)	Total Price (Rs.)
A	B	C	D	E	F	G = E*F
II	Daily hire basis					
2.0	Sedan	50 KMs & 5 Hrs	150 vehicles per month	1 vehicle	Bidders to submit Price as per this format in E-tendering Portal. Note: Don't mention any prices in this format.	
		80 KMs & 8 Hrs		1 vehicle		
		100 KMs & 10 Hrs		1 vehicle		
2.1	CHARGES FOR EXTRA KM BEYOND 100 KMS			1 KM		
2.2	CHARGES FOR EXTRA HRS BEYOND 10 HRS			1 Hr.		
3.0	LUXURY SEDAN	50 KMs & 5 Hrs	10 vehicles per month	1 vehicle		
		80 KMs & 8 Hrs		1 vehicle		
		100 KMs & 10 Hrs		1 vehicle		
3.1	CHARGES FOR EXTRA KM BEYOND 100 KMS			1 KM		
3.2	CHARGES FOR EXTRA HRS BEYOND 10 HRS			1 Hr.		
4.0	MPV	50 KMs & 5 Hrs	25 vehicles per month	1 vehicle		
		80 KMs & 8 Hrs		1 vehicle		
		100 KMs & 10 Hrs		1 vehicle		
4.1	CHARGES FOR EXTRA KM BEYOND 100 KMS			1 KM		
4.2	CHARGES FOR EXTRA HRS BEYOND 10 HRS			1 Hr.		
	SUB-TOTAL (II)					

III	For Out Station	Base package for 24 Hours	Average Utilization	No. of Units	Rate per day per vehicle (Rs.)	Total Price (Rs.)
A	B	C	D	E	F	G = E*F
5.0	MPV	250 KMs & 24 Hours	10 units per year	1 vehicle	Bidders to submit Price as per this format in E-tendering Portal. Note: Don't mention any prices in this format.	
5.1	LUXURY SEDAN	250 KMs & 24 Hours		1 vehicle		
5.2	SEDAN	250 KMs & 24 Hours		1 vehicle		
5.3	DRIVER BETA / NIGHT HALT CHARGE			1 day		
	SUB-TOTAL (III)					
	Beyond the base package, the charges for extra KMs & Hours will be applicable as per tariff quoted to the daily category vehicles.					
IV	GRAND TOTAL (SUM of SUB-TOTAL (I to III)) (Rs.)					
	The deciding factor of L1 Bidder is the Grand Total i.e. sum of I to III (Rs.)					

Note:

- The trip/unit package is defined as minimum 5 hours & 50 KMs and up to maximum of 10 hrs & 100 KMs as base package with time and distance coverage between the pickup point and the drop point.
- The tentative trips of the cars on Daily hire basis would be as follows;
 - Sedan **150** trips / units per month
 - Luxury Sedan **10** trips / units per month
 - MPV **25** trips / units per month
- A maximum of 10 KMs and 40 Minutes will be allowed for garage Distance that includes both open and close i.e., from Garage to Reporting place (Morning) and Closing place (Evening) to Garage.
- The bidder should register his vehicles at ECIL by submitting all the vehicle documents to Transport Section before proceeding to the Work Order.
- In-charge of Transport Section ECIL will verify the vehicles upholstery, condition and relevant documents.
- Bid Evaluation Criteria: The overall lowest of the Grand total of Sum (category 1) to Sum (category 3) will be decided as the L1 bidder.

PENALTIES

Sl. No.	Subject	Penalty in Rs.
01	Driver is in intoxicated condition	1,000/-
02	Valid license and vehicle documents are not available, the vehicle shall be deemed to not reported for duty.	1,000/-
03	Mismatch between meter readings and log book, any duplication of claim, manipulation in calibration, distance/time shall be viewed seriously.	1,000/- will be levied on each occasion
04	The Agency shall provide an approved substitute vehicle in the event of breakdown of hired vehicle immediately. In the event of failure to do so, Corporation shall debit the expenditure incurred for making alternate arrangements from the other Agency and also liable for levy of Liquidated Damages (LD) for each day of the number of days not supplied.	500/- as LD for each day of the number of days not supplied in addition to the expenditure incurred on alternative vehicle.
05	The supplied vehicle condition is not found satisfactorily or any complaint in writing is received from the user Group on any aspect including negligent behavior of the driver, the vehicle should be treated as not reported for balance period of the day from the point of time.	500/- will be imposed by the user, in addition to non-payment for the relevant period.
06	Violation of Labour Legislations	1,000/- for each violation and additional 100/- for each day
07	Non-provision of facilities as per Clause No: 5.4 under Vehicle Requirements.	300/- for each day
08	Not reporting to duty in Uniform as per Clause 8.1 under Driver requirements.	500/- for each day

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. _____ dated _____ due for submission on __ for Hiring of Taxi Cars on Monthly and Daily Basis.

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 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 ineffective we _____(Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon written request without any demur or protest and without reference to M/s_(name of the Bidder) within 7 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) Withdraws the Bid during the validity period or any extension sought/granted thereof, or,
- b) If the Bidder varies or modifies the Bid in a manner not conforming to tender conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Security Deposit within ten days of award of purchase order/contract or by the date mutually agreed to, whichever is later.

We, _____(name of the Bank), agree that our liability to pay is not dependent 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 14 days, i.e. the Company is entitled to lodge the claim under this Guarantee up to _____(45 additional days).

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

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

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.

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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 Enterprise), 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 _____ /company name and address) (herein after referred to as the “Contractor” was awarded a Purchase Order/contract No. _____ dated _____ (hereinafter referred to as the “Purchase Order/contract”) by the Company for providing Hiring of Taxi Cars on Monthly and Daily Basis.

And whereas the Purchase Order, /contract inter-alia, provides that the Supplier shall furnish Bank Guarantee to the Company a sum of Rs. _____ (Rupees _____ only) towards due and faithful performance of the Purchase Order/contract in the form and manner specified therein covering the obligations of the Contractor.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or execution of the Purchase Order/contract by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. _____ (Rupees _____) when claim is made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order/Contract.

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order/contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order/contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order /contract and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor 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 or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order/contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order/contract have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after 12 (months) from the date of completion of the Purchase Order/contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

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

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney dated _____, granted to him/her by the proper authority of the Guarantor.

8. This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____ (additional 90 days). The

Guarantor hereby undertakes to honor the said invocation without demur.

Witness:

Signed for and on behalf of the
Bank (Guarantor)

- 1.
- 2.

AFFIDAVIT
TOWARDS DECLARATION OF NON PROSECUTION AND NO PENDING
LITIGATION

To
Sr. Deputy General Manager,
Corporate Purchase,
Electronics Corporation of India Limited
Hyderabad – 500 062

Sub: Your Tender Notice No. : ECIL/CP/PT-226 Date: 05.08.2025.

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:

**(ON THE LETTER HEAD OF THE COMPANY)
Bid Security Declaration Form**

Date:

Tender No.

To
ECIL,
ECIL (Post), Hyderabad

In accordance with Government of India, Ministry of Finance OM No. F.9/4/2020-PPD dated 12.11.2020

1. I/We accept that I/We will, automatically be suspended from being eligible for participating in bidding for any contract with you for the period of 1 (One) year, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:
 - a) Withdrawing our bid, or any part of our bid, during the period of bid validity against the Tender No. _____ or any extension of the period of bid validity which we subsequently agreed to;
 - or
 - b) Having been notified of the acceptance of our bid by you during the period of bid validity,
 - (i) Failing or refusing to execute the Contract, or
 - (ii) Failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.
2. I/We understand this Bid Security Declaration shall expire if we are not the successful Bidder.

Signed:

[signature of person whose name and capacity are shown below]

Name: [name of person signing the Bid Security Declaration], in the capacity of [legal capacity of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Name of Bidder]

Dated on _____ day of _____, 20__

[Corporate Seal (where appropriate)]

ANNEXURE – H

(ON THE LETTER HEAD OF THE COMPANY)

**Declaration for Bidder Qualification Criteria
(Turnover & Previous Work Orders)**

Date:

Tender No : ECIL/CP/PT-226

Scope of Work :

We, M/s _____ hereby declare that following are the details of bidder qualification criteria for above mentioned tender reference

Turnover:

S. No	Year	Company Turnover	Profit Loss statement/ CA certification
1	2023-24	Bidder to specify	Yes/No
2	2022-23	Bidder to specify	Yes/No
3	2021-22	Bidder to specify	Yes/No

Previous Work Orders:

S. No	P.O Ref	P.O Date	Customer Details	Item Description	P.O Value (INR)	Invoice Date	Invoice Value (INR)
1							
2							

(To be in the Company letter head)**Date.....****DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES/
START-UP COMPANIES:**

Sl. No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	☐ Micro ☐ Small Scale ☐ Medium ☐ Startup Company ☐ Others
3	Whether Manufacturer for the tendered items(supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	☐ Manufacturer for supply items ☐ Service Provider for services ☐ Trader/reseller/authorized agent/ distributor ☐ Non MSE Bidder
4	In case you belong to Micro / Small/ Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	☐ Yes ☐ No ☐ if yes, ☐ SC ☐ ST

The following declaration should be given by MSEs at the time of tender submission:

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Start-ups, we hereby declare as under-

- (a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- (b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- (c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory**(With Company Seal & Signature)**

Pre-Bid Query Format

Tender No : ECIL/CP/PT-226
Scope of Work : HIRING OF TAXI CARS ON MONTHLY AND DAILY BASIS

S. No	Tender Reference SI. No./Clause No	Tender Point / Clause Description	Clarification Sought by Bidder

(SEAL & SIGNATURE OF THE BIDDER)

Note:

If there are no queries regarding tender technical & commercial clauses, bidder to submit this annexure with a statement “No Pre-bid Queries”.

INTEGRITY FORMAT

- 1.0** Whereas **Electronics Corporation of India Limited (ECIL)** having its registered Office at ECIL Post, Hyderabad-500062, Telangana, India, acting through its Corporate Office represented by Chairman & Managing Director, hereinafter referred to as the **Principal** and the first party, proposes to award Purchase Order/Works Contract for against ECIL Tender Ref. No. _____
- 2.0** _____ Dated _____ and
M/s. _____ represented by Mr. _____, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the **Bidder** and the second party, is willing to offer/has offered the stores/services.
- 3.0** Whereas the Bidder is a private company/public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Public Sector Undertaking under the Department of Atomic Energy, Government of India.
- 4.0 Objectives:**
Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
- 4.1** Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 4.2** Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption, in any form by their officials by following transparent procedures.
- 5.0 Commitments of the Principal:**
The Principal commits itself to the following:
- 5.1** The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 5.2** The Principal will, during the pre-contract state, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- 5.3** All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 5.4** No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

6.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

7.0 Commitments of Bidder:

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

7.1 The Bidder will not offer, directly or through intermediaries, any bribe, consideration gift, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract of any other Contract with the Principal for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.

7.2 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.

7.3 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

7.4 In cases of Purchase/Sub-contract orders, the Bidder confirms and declares to the Principal that the Bidder is the original manufacturer/authorized distributor/authorized Govt. sponsored Export entity.

7.5 The Bidder further confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

7.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

7.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8.0 Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9.0 Sanctions for Violation:

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- iv) To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Principal from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.
- vi) To cancel all or any other Contracts with the Bidder.
- vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Principal.
- viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal, or alternatively, if any close relative of an officer of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or

step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

- 9.2 The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

10.0 Fall Clause:

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector Undertakings / Department of Atomic Energy and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Public Sector Undertakings / Department of Atomic Energy at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal, if the contract has already been concluded.

11.0 Independent External Monitor(s):

The Principal has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors are given below). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Name of the Monitor: **Shri Suresh Chandra Panda, IAS (Retd.)**

Address : 301, Sai Ashirbad, K-I/196
 Kalinga Nagar, Bhubaneswar, Odisha – 751003.

Email : sureshpanda@yahoo.com

Name of the Monitor: **Shri Nand Kumar Mishra, IPS (Retd.)**

Address : H.No. 58, Greenwoods Society, Phase - II,
 Greater Noida, Gautam Buddh Nagar,
 Uttar Pradesh – 201310.

Email : ambodhar2021@gmail.com

- 11.1 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director, ECIL.
- 11.2 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same

is applicable to Subcontractors. The Monitor is under obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

11.3 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action.

11.4 The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per this Pact shall examine the case jointly with those whom the case is referred to as per this Para.

12.0 Examination of Books of Accounts:

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination/investigation.

13.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Corporate Office of the Principal at Hyderabad.

14.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

15.0 Validity:

15.1 The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the Principal.

15.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

16.0 The parties hereby sign this Integrity Pact at Hyderabad on _____

Electronics Corporation of India Ltd.
(Principal)
Witness

1. _____
2. _____

Chief Executive Officer
(Bidder)
Witness

1. _____
2. _____

Document Checklist**Documents to be Submitted by the Bidder**

All documents mentioned in check list should be signed, stamped, serially arranged/ indexed and submitted along with Technical Bid.

S. No	Particulars of Document	Enclosed (Yes/No)
1	Bidder to submit the signed & stamped copy of Tender document i.e. Terms & Conditions to accept the all the tender clauses mentioned therein.	
2	Compliance to scope of Work Note: Any vague data or partially filled compliance may lead to rejection of the bid on technical ground. Bidder should read all the specifications carefully and fill the required data as supported by bidder's quoted model	
3	Annexure –A: Eligibility Criteria	
	Annexure-B: Tariff Rates	
	Annexure-C: Penalties	
	Annexure-D: Bank Guarantee towards EMD	
	Annexure-E: Performance Bank Guarantee	
4	Annexure –F: Affidavit Bidder to submit filled, signed & stamped copy in bidder's letter head.	
5	Annexure -G: Bidder to submit filled, signed & stamped copy of Bid Security Declaration form in bidder's letter head	
	Annexure –H: Bidder to submit the Qualification Criteria (Turnover & Previous Work Orders) document in the format attached.	
6	Annexure-I: MSE Declaration Form for Bidder to submit filled, signed & stamped copy in bidder's letter head	
7	Annexure – J : Bidder to submit the Pre-Bid Query Format in the format attached.	
8	Annexure-K: Integrity Pact	
9	Annexure-L: Document Checklist	

SEAL & SIGNATURE OF THE BIDDER

****End of the Document****