

ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

PHONE NOS. 27121320/27182251/27182208

FAX NO.27121320 E-mail: corppur@ecil.co.in

TENDER
FOR
SUPPLY OF VEGETABLES TO ECIL CANTEEN ON ANNUAL RATE CONTRACT BASIS

APPROXIMATE VALUE OF TENDER: RS.31,00,000.00 Per annum
PERIOD OF CONTRACT FROM 01.04.2016 TO 31.03.2017

BIDDER CAN DOWNLOAD THE TENDER DOCUMENT AND WHILE SUBMITTING THE BID THE BIDDER HAS TO ATTACH A DEMAND DRAFT FOR RS.2000/- PAYABLE AT HYDERABAD IN FAVOUR OF "ECIL" TOWARDS COST OF TENDER

"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, (Phone No. 27121349 E-mail:cvo@ecil.co.in), ECIL, Hyderabad.

TERMS & CONDITIONS

**TENDER NOTICE No.ECIL/CP/VEG/LT-223/X/15-16, DUE DATE: 05.03.2016
DATE: 24.02.2016 on or before 1400 hours**

1. General Terms:

Electronics Corporation of India Limited (ECIL), a Government of India Enterprise intends to award annual rate contract for **Supply of Vegetables** to ECIL Canteen.

SCOPE

- 1.1 Bidders should submit their Bids in Two Parts namely,
Part 1. Techno-commercial Bid. Part 2. Price Bid.
- 1.2. Techno-Commercial & Price Bids should be submitted simultaneously in THREE separate covers, (1.Techno-commercial Bid, 2. Price Bid & 3. EMD & Tender Document Fee) securely sealed and superscribed as "TECHNO-COMMERCIAL BID" and "PRICE BID" and "EMD & Tender Document Fee" on respective covers with Tender Notice Number., Date & Due Date. The Bidders shall not put EMD and Tender Document Fee either in the Technical Bid Cover or in Price Bid cover, but shall put EMD and Tender Document Fee in a third cover.
- 1.3 Three sealed covers are to be kept in a separate cover and sealed securely again superscribing with Tender Notice Number., Date & Due Date Bids not superscribed as above will be summarily rejected.
- 1.4 The last date of submission of Bids is 05.03.2016 at 1400 hours and bids shall not be considered if received late due to postal / courier delay. Bids should reach SM, Corporate Purchase, ICD Building, ECIL, ECIL Post Office, Hyderabad-500062, on or before the due date and time specified. ECIL will not be responsible for late delivery due to wrong or improper address.
- 1.5 E-mail / Fax bids will be summarily rejected.
- 1.6 Bids received after the due date and time will be rejected summarily.
- 1.7 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/tenders or **www.tenders.gov.in**.
- 1.8 Bids not submitted as Two-part will be rejected summarily. Techno- commercial Bids with price indications will be rejected summarily.
- 1.9 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for techno - commercial discussions, with a notice period of 2 days.
- 1.10 Bidder should provide details of contact person with Fax / Mobile / Land Line Telephone Number and E-mail ID.
- 1.11 Bidder should confirm in the Techno-commercial Bid that
 - (i) Every term and condition specified herein is understood and accepted.
 - (ii) Prices have been quoted against each line entry of the tender. Deviations, if any, found subsequently at any time during tender processing or execution of contract shall be treated as null and void.

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- 1.12 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety, at its sole discretion.
- 1.13 Bidder should sign and affix the seal on all pages of the Tender document and include this in the Techno-commercial bid.
- 1.14 Clarifications on this tender notice, if any, can be obtained before submitting the bids only from: Smt. K. S. L. NARASAMMA, SM(CP) Tel. No. 040-27182251, 040-27121320, 040-27182208, E-mail ID: corppur@ecil.co.in (or) pgcanteen@ecil.co.in Incharge/Canteen 27122595.
- 1.15 The Techno-commercial bid submitted by the bidder should be accompanied with duly filled and signed eligibility criteria form as given in Annexure - A. The bid of bidders who are found not fulfilling the eligibility criteria in the Techno-commercial Bid will not be processed further.
- 1.16 Cost of Tender Document: Tender document can be downloaded from ECIL website. Demand Draft for Rs.2,000/- (non-refundable) towards the cost of tender documents, drawn in favour of 'Electronics Corporation of India Limited, Hyderabad' and payable at Hyderabad, on any Scheduled Bank, should accompany the Techno-commercial bid format in a separate cover, failing which the bid will be rejected summarily.
- 1.17 Bids should be addressed to and deposited at tender box located at the office of SM (Corporate Purchase), Electronics Corporation of India Limited, ECIL P.O, HYDERABAD – 500 062, Telephone No. 040-27121320 (or) 040-27182208 before the due date and time specified in the tender schedule hereunder.

Tender Schedule	
For any Clarification Please Contact: Smt. K. S. L. NARASAMMA , SM (CP) Ph.No. 27182208 / 27121320, 27182208, 27182251.	
Last Date for receipt of request for clarifications from vendors.	Dt: 29.02.2016
Publication of Corrigendum in ECIL Website, if required. www.ecil.co.in/tenders . www.tenders.gov.in .	Dt:01.03.2016
Last date for the submission of bids to SM, Corp.Purchase, ICD Building, ECIL Post, Hyderabad – 500 062	Before 1400 Hrs. on 05.03.2016
Date, Time and venue of Opening the Technical Bids. Tender will be opened in the presence of Tenderers	At 1430 hrs on 05.03.2016 ICD Conference Hall, ICD Bldg, ECIL, HYD. Participants in the Tender Opening should have authorization letter from the Tenderer
Place of opening of bids	Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad – 500 062 (The date, time & venue of Price Bids opening will be intimated later through e-mail to the technically qualified bidders)

Part – I: TECHNO-COMMERCIAL BID

1 Scope:

- 1.1 Eligibility Criteria: The bidders eligibility to make an offer will be based on following criteria which should be supported with documentary proof.
- 2.2 The bidders should have their office with infrastructure in Secunderabad/ Hyderabad.
- 2.3 The bidder should have executed during the preceding three years 2012-13, 2013-14 & 2014-15 a minimum of
 - a. Three Vegetable contract each of Rs.12,00,000/- (OR)
 - b. Two contracts each of Rs.15,00,000/- (OR)
 - c. One contract not less than Rs.25,00,000/- in Hyderabad.
 - d. The Vegetable Contractor should have a Valid Licence/ Permit issued by the respective Agricultural Market Committee/ Govt.
 - e. The bidders organization should be a profit making one in the preceding three financial years. The bidder should have an average turnover of Rs. 30 Lakhs per year in the last three financial years and Income Tax clearance certificate or copy of IT returns of the last three years to be submitted.
 - f. The Eligibility Criteria Form, as per Annexure - A duly filled & signed should be submitted along with the Techno-commercial bid and to be placed on the top of Techno-commercial bid with clear identification / marking for immediate reference / scrutiny as per Annexure - B.
- 2.4 The terms and conditions governing the Tender are as follows:
 - a) The rates are “all inclusive” and no extra amount shall be paid by ECIL towards any taxes, toll octroi, loading and unloading charges for the bags, baskets, freight, insurance, toll tax, hamali etc and any other packing materials, transportation, weighing charges or any other expenses.
 - b) A weekly indent specifying the items and quantities for the supplies is to be collected by the successful bidder to whom the contract is awarded (contractor) or his representative duly authorised in writing from Incharge, Canteen/ Supervisor, Canteen. Excess supplies above the indents will not be returned and will not be paid for. Payments will be released only for the actual supplies or as per the Indents whichever is less. Vegetables of poor quality or part supplies are liable to be rejected by the representatives of Canteen only in such cases the Contractor will be permitted to take back such rejected materials on the same day, with due endorsements on relevant Delivery Challans of Contractor by ECIL Security /CISF.
 - c) The supplies must be clean, fresh of standard size and neatly packed. The leafy vegetables must be of standard size and shall be tied in large size bundles carefully shall be free from insects/worms and grass.

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- d) In case of non-availability of indented items, alternate supplies may be made only with advance intimation of at least one day to Incharge, Canteen /Supervisor, Canteen. The leafy vegetables as alternates will not be accepted for solid vegetables under any circumstances. The leafy vegetables shall be supplied as per indent/requirement.
 - e) Supplies should reach ECIL, Canteen positively before 12:00 Hrs along with properly filled in delivery challans indicating the quantities of vegetables. Declaration of vegetables supplied shall be made at South Gate, ECIL in presence of ECIL's Security Staff, along with all the varieties and quantities of vegetables with number of bags or baskets used for the delivery of stocks.
 - f) Contractor shall ensure that all supplies are made through delivery challans only and also are certified by the representatives of the Canteen/Security Staff.
 - g) Sub-Contracting is not permitted by the Contractor. In case of failure of suppliers on time, ECIL reserves the right to procure any variety of vegetables in place of indented item through alternate sources and the difference in cost of such procurement will be recovered from the bills payable to the Contractor, without any further intimation. The assessment as to the different cost by ECIL in such procurement shall be final and the contractor shall not have any grievance.
 - h) Short supplies or supplies of inferior quality vegetables for three consecutive deliveries will attract a penalty of "No payment" for all such supplies. Any further recurrence and on no improvement in performance inspite of three written notices, the contract will automatically stands terminated without any further notice and the security deposit will also be forfeited.
 - i) ECIL Canteen reserves the right to make emergency indents for the supplies with a short notice, and it must be honoured by the Contractor without fail.
 - j) ECIL Canteen also reserves the right to amend the varieties of vegetables and their indented quantities and timings of supplies etc., depending upon Canteen's actual requirements from time to time with advance notice of 48 Hours.
 - k) All the terms & conditions for supply of ECIL canteen are also applicable to any other requirements of ECIL. The indents shall be collected from Incharge, Canteen or Supervisor, Canteen.
 - l) ECIL reserves the right to terminate this Contract with a 60 days advance notice.
 - m) If contractor wishes to terminate the Contract on his own he may do so by giving a 60 days written notice. In such circumstances, the damages suffered by the ECIL and the additional expenditure that may be incurred by ECIL for procurement from alternate sources during the un-expired portion of the Contract period, shall be recovered from the Security Deposit and the balance amount available, if any, will be refunded at the end of the period of the Contract. If the Security Deposit is not sufficient to cover such loss, ECIL is entitled to adjust the balance amount from the amounts payable to the Contractor apart from other alternatives for recovery.
3. **PERIOD OF CONTRACT:** The Rate contract will be for a period of One year with effect from 01.04.2016 to 31.03.2017, and may be extended with mutual consent to one more year. However, the Corporation reserves the right to award the contract for less period also, if the circumstance so warrant.

4. No revision of rates is entertained during the tenure of the contract. However, it may be considered for review only when proven natural calamities such as failure of monsoon, heavy rains, failure of crops in the state occur and due to which the Contractor has to make arrangements to get the Vegetables from neighbouring states at the most economic rates possible. In such situation only, the prices may be reviewed based on the market trend in order to arrive at mutually agreed rates for ensuring uninterrupted supplies and satisfactory proof is provided by the contractor. But such reviewed rates will hold good till the prices are normalized (OR) till the date of such specific approval. However, on this review will be made for every 2 months.

5 Earnest Money Deposit (EMD):

- 5.1 Techno commercial bid shall accompany interest-free EMD (Rs.50,000/-) through Demand Draft, drawn on any Scheduled Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) through Bank Guarantee, on non-judicial stamp paper of a Scheduled Bank, as per format in Annexure - D, valid for 90 days from the date of tender closing date.
- 5.2 EMD will be refunded to the un-successful Bidder within 30 days from the date of finalization of contract on this tender.
- 5.3 EMD will be refunded, to successful Bidder within 30 days of receipt of Performance Bank Guarantee-cum-Security Deposit (See Point No.8) and after signing of agreement.
- 5.4 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.
- 5.5 Upon award of contract, if the successful Bidder fails to furnish Performance Bank Guarantee-cum-Security Deposit as per Contract terms within the stipulated period of 14 days, EMD will be forfeited and contract will be terminated, without further notice, in addition to invoking Risk Purchase Clause.
- 5.6 If the Bidder revokes, withdraws and modifies the Bid after the due date and the validity period of the Bid, EMD will be forfeited in favour of ECIL.
- 5.7 Bids not accompanied by EMD will be summarily rejected.
- 5.8 Bids submitted with counter conditions will be liable for rejection.

6. Prices:

- 6.1 Bidders should submit the bid indicating clear rate against each item as per price bid format Annexure - C.
- 6.2 Prices should be indicated both in figures and words. In case of disagreement, the prices in words shall only be considered.
- 6.3 The rates are inclusive of containers/bags etc. and no extra amount shall be paid by ECIL towards any taxes, octroi, loading and unloading charges for the bags, baskets and any other packing materials, transportation, weighing charges or any other expenses.

7 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/of bidder's suitability for the tender scope shall be final and binding on the bidder.

8. Performance Bank Guarantee (PBG)-cum-Security Deposit:

Successful bidder should furnish security deposit or any other amount prescribed from time to time or Performance Bank Guarantee of Rs.1,50,000/- (Rupees One Lakh Fifty Thousands Only) valid for entire duration of contract period including the extended period of contract considered, if any issued by a Scheduled Bank within 14 days of award of contract towards Security Deposit or performance of the contract. The PBG shall be extended from time to time, as demanded by ECIL to cover the intended obligations. PBG shall be submitted in the Format as per Annexure - E.

9 Terms of Payment:

- 9.1 Payment will be released from ECIL within 60 days from the date of receipt and acceptance of Vegetables duly submitted bills in triplicate along with acknowledged delivery Challans and copies of indents be submitted to In-charge/ Canteen, ECIL for processing payment.
- 9.2 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.
- 9.3 ECIL will effect payments to the contractor after subjecting all applicable deductions, taxes and penalties, if any.
- 9.4 No advance payment will be considered.
- 9.5 No onus lies on ECIL to pay any compensation for any accident occurred to any person engaged by the Contractor during his/her to and fro journey and or while attending to the services of ECIL. It is the sole responsibility of the contractor to pay compensation in such events. ECIL reserves the right to recover from the amounts payable to the Contractor, in the event ECIL caused to pay any amount towards compensation on behalf of Contractor.

10 Penalties:

- 10.1 Penalty will be levied on the contractor and recovered at the rate of Rs. 1000/- per day for failure to supply of required vegetables.
- 10.2 These penalties are in addition to imposition of Risk Purchase Clause.

11 Risk Purchase:

- 11.1 In the event of Contractor fails to supply the indented vegetables as per contract terms and conditions, ECIL reserves the right to proceed to procure without notice, from alternate sources, in which event, the contractor will be liable to bear all extra cost/costs, whatsoever, which may be incurred by ECIL for alternative arrangement.
- 11.2 All such costs will be recovered from bills / payables (or) by invocation of Bank Guarantees (or) through other means of law. The decision of ECIL is final and binding on the contractor.

11.3 ECIL reserves the right to invoke risk purchase clause, without further notice.

- i) When Contractor failed to provide Performance Bank Guarantee / Security Deposit as per terms of contract.
- ii) When the penalty for non-compliance exceeds penalty @ 5% of undelivered portion of the day three times in a month continuously.
- iii) In the event of assigning the contract part/full to any third party without written consent of ECIL.

12 Award of Contract:

- 12.1 Evaluation will be done by the Committee based on the eligibility criteria, company profile, survey of firms/agencies, after opening of Techno –Commercial Bids. The price bids of technically qualified bidders will be opened.
- 12.2 ECIL reserves the right to enter into similar contract with L-2 supplier by splitting in 70:30 ratio. Successful Bidder shall not have any grievance nor claim any sole right to supply vegetables. In case of splitting, order will be distributed on 70:30 ratio (L1:L2).
- 12.3 Evaluation of L-1 vendor for ordering will be made based on lowest overall price for this entire package. One more party may be awarded contract, subject to matching L-1 rate item wise. In such case L2 Bidder should match the prices with L1 bidder rate for each item.

13. Arbitration:

- 13.1 Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions.
- 13.2 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration. The provisions of Arbitration & Conciliation Act 1996 shall apply. The Sole Arbitrator will be appointed by the Director (P) of ECIL. The decision of the Arbitrator shall be final and binding on both the parties.
- 13.3 The venue for Arbitration proceedings shall be at Hyderabad, Telangana State.
- 13.4 Jurisdiction of Court: Only courts within GHMC (Kapra Circle), Hyderabad, Telangana State shall have exclusive jurisdiction.

14 Affidavit for non-prosecution:

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

15 Confidentiality-cum-non-disclosure:

- 15.1 Bidder should agree and undertake on behalf of bidder as well as the supplies provided by the bidder, to keep the proposed contract, when awarded, as absolutely confidential and shall not disclose or provide any information, which may come to Bidder's knowledge or passed on to Bidder during the execution, to any third party or person under any circumstances, without prior written consent of ECIL. In this context the successful bidder should submit a "Non-disclosure Agreement (NDA)" before awarding of contract.

- 15.2 If the contract is awarded, Bidder shall not claim, solicit, reveal, disclose, advertise or publicize through print or electronic media or through any other media including Bidder'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.
- 15.3 ECIL reserves the right to prosecute Bidder and/or claim damages for non-compliance.

16. Compliance Statement:

- 16.1 Compliance Statement confirming compliance to all the above Clauses of Techno-commercial bids as per Annexure - G should be submitted.
- 16.2 All pages of this Tender document should be signed and seal affixed by the bidder and submitted along with Techno-commercial Bid.

PART - II: PRICE BID

17 Prices:

- 17.1 Bids will be made as per Price Bid format as per Annexure - C.
- 17.2 Price bid should not contain any term or condition or clause except the prices.
18. ECIL reserves the right to accept or reject the tenders in full or part whatsoever. The decision of ECIL will be final and binding.

(K. S. L. NARASAMMA)
SM (CP)

ANNEXURE – A**TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,****DATE: 24.02.2016****ELIGIBILITY CRITERIA FORM**

SL. NO.	ELIGIBILITY CRITERIA	CONFIRMATION /FULFILMENT
01.	The bidders should have their office with infrastructure in Hyderabad/ Secunderabad. (copy of Registration of Certificate applicable to the bidder organization to be enclosed)	YES/NO
02.	The bidder should have executed a minimum of Three such contracts each of value (Rs.12,00,000/-) (OR) Two contracts each of value (Rs.15,00,000/-) (OR) One contract of (Rs.25,00,000/-), in Hyderabad during the preceding 3 years covering the period upto 31.03.2016. (Satisfactory completion certificate of Customer in support of this to be enclosed)	YES/NO
03.	The Vegetable Contractor should have a Valid Licence/Permit issued by the respective Agricultural Market Committee/ Govt.	YES/NO
04.	The bidders organization should be a profit making one in the preceding three financial years. The bidder should have a average turnover of Rs.30 Lakhs per year in the last three financial years. (CA certified Balance Sheet & Profit & Loss A/c to be enclosed)	TOTAL ANNUAL TURNOVER IN LAKHS 2012-13: Rs. 2013-14: Rs 2014-15: Rs

SIGNATURE & OFFICE SEAL

ANNEXURE- B**TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,****DATE 24.02.2016****TECHNO-COMMERCIAL BID**

1	Name of the Organization & Address	
2	Date of Establishment	
3	Category of Organization (Registration Number of the organization (if applicable) & date (Please attach proof from appropriate authority)	
4	Office particulars:	
	Office Address	
	How old is the office as on tender closing date	
	Telephone No. (land line / Mobile No.)	
	Fax No.	
	Email id	
	Documentary proof attached	
5	Present Strength of employees.	
6	Valid Licence/ permit issued by the respective Agricultural Market Committee/Govt.	
7	Vehicle in position with full details owned Trucks with model No. and Type.	
A.	Total number of Similar Orders executed by the Bidder in the past three years (No. of contracts executed & order value of each contract). (Please attach Copy or orders and Job Completion Certificate/ Yearly Completion Certificate, for ongoing contracts).	Number & Value in Rs. 2012-13 2013-14 2014-15
8	Financial Capacity (Please furnish audited documents)	
	Turnover 2012-13	
	Profit/Loss 2012-13	
	Turnover 2013-14	
	Profit/Loss 2013-14	
	Turnover 2014-15	
	Profit/Loss 2014-15	
9	Sales tax / VAT registration Certificate (Attach document)	
10	Income tax Clearance Certificate OR COPY OF IT RETURN WITH PAN (Attach documents) for each financial year. (2012-2013,2013-2014 & 2014-2015)	

11	Your Banker's Name, Branch and Account Number.	
12	EMD details	Amount Rs._____ BG/ DD If DD Bank : Branch: DD No: Date -: Payable at – Hyd
13	Tender document fee	Amount Rs._____ DD No- Date – Bank – Branch – Payable at -
14	Affidavit for non conviction submitted as Annexure – F	Yes / No
15	Declaration Form submitted as Per Annexure – G	Yes / No
16	List of Enclosure submitted as Per Annexure – H	Yes / No

Details of Rate Contract awarded by other Public Sectors (PSU) /Govt. agencies copies to be enclosed.

Signature, Date & Seal of the Bidder

ANNEXURE -C**TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,****DATE: 24.02.2016****PRICE BID****TENDER NOTICE No.ECIL/CP/VEG/LT-223/X/15-16 DUE DATE: 05.03.2016****DATE: 24.02.2016****TIME:1400 hours**

	Description	Qty	Unit	Rate	
				Figures	Words
1	Beans	2000	Kg.		
2	Beet root	1000	Kg.		
3	Beerakaya (sponge gourd	1600	Kg.		
4	Bendi (ladies finger)	2400	Kg.		
5	Brinjal	4800	Kg.		
6	Cabbage	8000	Kg.		
7	Capsicum	2400	Kg.		
8	Carrot	3600	Kg.		
9	Cauliflower(with out stem & leaves)	3000	Kg.		
10	Chukka Kura	1200	Kg.		
11	Coconuts	4800	Kg.		
12	Dondakaya(small gourd)	1200	Kg.		
13	Dosakaya(Cucumber)	2200	Kg.		
14	Drum Sticks	6000	Kg.		
15	Garlic (big Size)	1000	Kg.		
16	Ginger	1500	Kg.		
17	Gongura	1200	Kg.		
18	Green Chillies	4600	Kg.		
19	Green Plantain(green Banana)	3000	Kg.		
20	Karivepak	800	Kg.		
21	Kothimeera	3800	Kg.		
22	Onion (Big)	30000	Kg.		
23	Palak	4500	Kg.		
24	Potato	14500	Kg.		
25	Pudeena	1000	Kg.		
26	Radish(Mullangi)	5000	Kg.		
27	Raw Mango	1000	Kg.		
28	Sorakaya(Bottle guard)	15000	Kg.		
29	Thotakura	1000	Kg.		
30	Tomato(local)	42000	Kg.		
31	Yam (Kanda)	2000	Kg.		
32	Ash guard (gummadi)	1000	Kg.		
33	Gangavoil kura	1000	Kg.		
34	Bitter Guard	3000	Kg.		
35	Chow Chow	1000	Kg.		
36	Menthi Kura	50	Kg.		
37	Lime (Nimboo)	1000	Kg.		
38	Red Pumpkin	100	Kg.		

TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,**DATE: 24.02.2016****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 supply of Vegetables.

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.

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 14 days, i.e. the Company is entitled to lodge the claim under this Guarantee up to _____ (14 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.

TENDER NOTICE No.ECIL/CP/VEG/LT-223/X/15-16,

DATE: 24.02.2016

**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), (hereinafter 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 _____ (**Vegetables supplier/** company name and address) (herein after referred to as the "**V.S**") was awarded a Purchase Order/contract No. _____ dtd _____ (hereinafter referred to as the "Purchase Order/contract") by the Company for supply of Vegetables.

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 **V.S**.

And whereas the **V.S** has approached the Guarantor and in consideration of the arrangement arrived at between the **V.S** 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 Supplier 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 **V.S** 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 **V.S** 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 **V.S** 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 **V.S** 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 **V.S** 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 **V.S** or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said **V.S** 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 **V.S** 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 **V.S** or the Guarantor shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the **V.S** 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 **V.S** 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:

Signed for and on behalf of the Bank (Guarantor)

1.

2.

TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,

DATE: 24.02.2016

AFFIDAVIT
TOWARDS DECLARATION OF NON PROSECUTION

To
DGM (Corporate Purchase)
Electronics Corporation of India Limited
Hyderabad – 500 062

Sub: Your Tender Notice No. ECIL/CP/VEG/LT-223/X/15-16

“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:

TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,

DATE: 24.02.2016

Declaration Form

(To be enclosed with Techno-commercial Bid)

Name of the Tenderer

Address of the Tenderer:

(To be filled in by the tenderer)

I / we hereby offer to bind to terms and conditions of the contract. I/ we do hereby agree that I / we shall keep my / our offer for a period of Ninety Days from the due date of the 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 Ninety days mentioned above in the event of 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 service contract governing and shall execute an agreement in the prescribed form in the event of my / our offer being accepted by ECIL. I/we also hereby undertake to sign and execute a “Non-disclosure Agreement (NDA)” before awarding the contract.

Yours faithfully,

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

ANNEXURE – H**TENDER NOTICE No. ECIL/CP/VEG/LT-223/X/15-16,****DATE: 24.02.2016****List of Enclosures**

(To be enclosed with Techno-commercial Bid)

Please enclose the relevant documents as required by the tender and list them in this section.

Sl. No.	Compliance Criteria	Complied	
		Yes	No
1	Tender document signed and bidder's seal affixed on all pages.		
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Signature of the Bidder, Date and Seal