

**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 PROVISIONS LIKE RICE, DHALS, OIL etc. TO ECIL CANTEEN.**

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 honored 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.

## PROCEDURE FOR APPLY OF EMPANELMENT

### Phase – I

1. Read all the details mentioned in the 'Notice Inviting EoI'.
2. Take a print of the letter shown at Annexure – VI on your organization's letterhead and submit with all relevant enclosures.
3. Enclose a DD for Rs 2000/- (Rupees Two Thousand only) drawn on any nationalized bank and payable to ECIL, towards cost of tender document. Documents received without DD will be rejected summarily.
4. Put all documents in a sealed envelope and address it to DGM, Corporate Purchase, ICD Building, ECIL (PO), Hyderabad - 500 062, (AP). On top of the envelope indicate that the application is being submitted for supply of Provisions.
5. The envelope is to be sent preferably by Regd. Post or Speed post to reach DGM, Corporate Purchase, at the address mentioned at para 4 above within the specified date and time. Envelopes may also be sent through a representative of the company for dropping in the tender box kept in the office of DGM, Corporate Purchase, ICD Building ECIL, and Hyderabad-500 062.
6. Opening of envelopes will be done at 14.30 hrs on the last date announced for receipt of EoIs. Amendments if any will be published on the ECIL website only. Vendors are requested to refer the ECIL website from time to time (till the last date announced).

### Phase – II

7. After scrutiny, short listed vendors will be required to submit DD etc. for Rs. 1.00 Lakh as security deposit or performance Bank Guarantee (PBG).
8. They will also be required to submit EFT form duly signed by their banker.

### Phase – III

9. Empanelled vendors will be required to submit their price quotations against enquiries on Quarterly basis.

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**ELECTRONICS CORPORATION OF INDIA LIMITED.,  
CORPORATE PURCHASE, ICD BUILDING,  
ECIL (PO), HYDERABAD - 500 062.**

**TENDER NOTICE No.ECIL:CP:PROV:PT-105:X:12-13, DATED: 09.02.2012  
DUE DATE:01.03.2012 TIME:14.00 hours**

**'NOTICE INVITING EXPRESSION OF INTEREST'**

**FOR SUPPLY OF PROVISIONS LIKE RICE, DHALS, OIL etc. TO ECIL  
CANTEEN.**

ECIL, Cherlapalli, ECIL (PO), Hyderabad 500 062, Andhra Pradesh, a Public Sector Enterprise (in short called 'The Company') invites Expression of interest (EoI) from interested and eligible Vendors for empanelment for supply of Provisions like Rice, Dhals, Oils etc. to ECIL Canteen regularly as per the terms & conditions stated below. (As this is only an EoI, no price offers need to be enclosed)

The approximate value of required provisions cost is Rs. 150 Lakhs per year (for about 2500 meals per day) the details of which are as per the Annexure - I. Items/quantities given are only tentative. Actuals may vary as per requirement.

Tender Schedule	
Date & Time of Pre Bid meeting at ECIL, Guest House, Near Kushaiguda, ECIL Post Hyderabad-500 062 For any Clarification Please Contact: Shri N.Nageswara Rao, DGM (CP), Ph.No. 27182208 / 27121320. & P. Venkateswarlu, SPO (CP) Ph No. 27182251, ECIL Post Hyderabad-500 062.	On 13 .02. 2012 at 14:00 hrs at ECIL, Guest House, Hyderabad – 500 062.
Date & Time of Opening the Bids. Tender will be opened in the presence of Tenderers	At 14.30 hrs on 01.03.2012 Participants in the Tender Opening should have authorization letter from the Tenderer
Last Date for receipt of request for clarifications from vendors.	Dt: 14.02.2012
Publication of Corrigendum in ECIL Website if required.	Dt:16.02.2012
Last date for the submission of bids to DGM, Corp.Purchase, ICD Building, ECIL Post, Hyderabad – 500 062	Before 14:00 Hrs. on 01.03.2012.
Bid opening Date	01.03.2012 at 14:30 Hrs
Place of opening of bids	Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad – 500 062

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**Terms & Conditions are as follows:**

1. **Eligibility Criteria:** The bidders eligibility to make an offer will be based on following criteria which should be supported with documentary proof.
2. The Prospective Vendor (in short 'PV') shall be a Sole Trader / Partnership firm Registered Company a Cooperative society, registered body like partnership company society etc with Minimum Annual Sales Turnover of Rs.3crores of which not less than Rs.1.5crores shall be in respect of Provisions, Dhals etc intended to be procured by the company and having Registered office / Local Office / point of supply located within 60 kms (approx) radius to ECIL Canteen. (The PV may make physical visit to the canteen to have first hand idea about the location). The PV shall submit its Request For Empanelment along with Annexures I to V (including checklist) duly filled in and further enclosing therewith all supporting documents without which EoI is liable to be rejected; decision of the competent authority in this regard shall be final and binding.
3. The Company would make an evaluation as per Evaluation Sheet enclosed vide Annexure - V considering the total weightage points scored therein and cut-off points as decided by the competent authority. Accordingly the names of the Vendors for inclusion in the Empanelment List would be finalized by the competent authority. In case the number of eligible EoIs after evaluation are more, all the eligible EoIs would be ranked in order of the total weightage points scored and the Company has the right to decide to empanel only such number of PVs as it decides necessary. Thereafter the Company informs the eligible PVs about their being considered for inclusion in the Panel and payment of Security Deposit for an amount of Rs.1,00,000/- (Rupees One Lakh Only) or furnished Performance Bank Guarantee (PBG) of Rs. 1,00,000. The Performance Bank Guarantee (PBG) shall be submitted in the format as per annexure - IX for issuing Letter of Empanelment. A PV becomes an Empanelled Vendor (EV) only after payment of requisite Security Deposit and issue of such Empanelment Certificate by the Company. This empanelment is only for the limited purpose of developing a list of prospective vendors and does not indicate any commitment by the company to accept supplies from such EVs.
4. The empanelled list will be valid for a period of one year and may be extendable for one more year on mutual consent. However, the company reserves the right to review the empanelled list periodically by way of addition of new vendors or deletion of the EV by giving one month prior communication to such vendors based on the Company requirements. The company also reserves the right to scrap the total list of EVs by giving one month prior intimation in the interest of the company.
5. Any EV can request for delisting its name from the Panel with one month notice. The company may accept such request and settle any amounts due to it subject to deduction of any amounts due to the company as per the terms of the contract / agreement with ECIL in respect of delayed supplies, rejected supplies etc.

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6. After the completion of Empanelment process, the Company sends / hand over an Enquiry to all EVs with details of provisions required to be supplied during the 'supply Quarterly' starting from 1<sup>st</sup> of the month. The EVs have to quote itemwise rates and values in the specified format only and submit the Price bid in a sealed envelope. The rates quoted shall include all taxes and duties including freight, loading and unloading (for which manpower arrangements have to be made by itself & at its own cost) i.e. an all inclusive Single Delivered Rate to ECIL Canteen. Such rates quoted shall be valid during the 'Supply Quarterly' as per enquiry and cannot be increased in between for whatever reasons.
7. It is to be noted that ECIL requires best quality and cleaned materials only. Similarly delivery of the provisions in time is the essence of the contract.
8. It is to be noted that all the items in the Enquiry need to be compulsorily quoted and non-submission of rate for any of the listed items renders such price bid liable to be rejected in total. If any EV does not submit valid offers continuously for three times, such EV gets automatically delisted from the panel and S.D. of such EV would be forfeited.
9. All the EVs have to submit their quotation in a Sealed Envelope properly addressed as mentioned in the enquiry and drop the same in the Tender Box kept in corporate purchase, ICD Building on or before the date specified in the Enquiry/or as extended. (For specified items two sets of samples have to be supplied along with the Quarter price quotes).
10. Since Canteen forms a sensitive area of operation of the company involving industrial relations, quality and timely supplies are the essence and in view of the peculiar situation whereby quality cannot be tested before unloading of various items, it is to be noted that the company has the right to reject any of the supplies received and unloaded inside the premises and which do not meet the quality requirements / or not matching with the samples provided along with quotation. Further, the Company has the right to make risk purchase after due intimation to the vendor, for the supplies not received in time or rejected as above and recover the additional cost from any bills or S.D payable to the EV. Further the responsibility to collect back the rejected supplies within TEN days of intimation, at its own cost, lies with the EV.
11. Evaluation of L1 Vendor for ordering will be made based on the total quoted value in respect of all the enquired provisions and the EV with the lowest total quoted value will be treated as L1 Vendor for that particular Quarter's supply for placement of Order. In case award of contract are offered to three parties L1 will get 40% and L2 and L3 will get 30% each subject to matching of L1 rates. However, if the contract are offered Two Parties L1 will get 60% and L2 will get 40% at the L1 rates.

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12. The supply and delivery of provisions etc. Shall be normally twice in a month or more in exigencies of the Company.
13. The Company has the discretion to split the quantities among the L1 vendors in appropriate manner in case of tie.
14. The L1 vendor shall supply on the dates specified in the enquiry and present Bills to the company on monthly basis. Further it is the responsibility of the EV to take endorsement of CISF personnel on the Delivery Challans of supplies made and submit along with the bills for payment. The payment of the bills will be within 30 days of the date of submission of the bills to the Company along with required documents.
15. ECIL reserves the right to accept or not any or all EOIs received for empanelment including the right to scrap the total process of empanelment before it is finalized. It has also discretion and right to accept or not to accept any or all Quarterly price bids received without assigning any reasons and re-tender in the interest of the Company.
16. **Earnest Money Deposit (EMD)**: The Empanelment request should be accompanied by an EMD amount of Rs. 50,000.00 (Rupees Fifty Thousand Only) in the form of crossed Demand Draft (DD) of a scheduled Bank drawn in favour of Electronics Corporation of India Limited (ECIL) payable at Hyderabad (or) through Bank Guarantee on Non-Judicial Stamp Paper of a scheduled bank as per format in Annexure – VIII valid for 90 days from the date of tender closing date. Empanelment request without EMD will be rejected outright. No interest will be paid on EMD. The EMD of unsuccessful vendors will be refunded within 30 days from the date of finalisation of contract.
17. Security Deposit: After empanelling the successful Empanelled vendor should furnish a security Deposit of Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft (DD) drawn in favour of “Electronics Corporation of India Ltd” (ECIL) (or) furnish Performance Bank Guarantee of Rs. 1,00,000. The Performance Bank Guarantee (PBG) shall be submitted in the format as per annexure - IX within 10 days failing which their names will be deleted from the empanelled list. The Security Deposit is liable to be forfeited on violation of any of the terms and conditions of the Contract and or adjusted against any loss that ECIL may sustain due to the Contractor’s negligence or towards any penalty levied on the Contractor in terms of Contract.

Dy. GENERAL MANAGER  
CORPORATE PURCHASE

**Annexure – I****Statement of requirement of Provisions, Oils etc., to ECIL Canteen**

Sl.No	Description of Items	Brand	Unit	Approx. Qty per year.
1	Sona Masuri Rice of (6 month old)	Sona Masuri	QTL	1700 Qtls
2	Wheat Atta	Minar	QTL	90
3	Mumbai Rawa	Sri Krishna Gold	QTL	150
4	Sugar	S – 30	QTL	150
5	Tour Dhal	Tandur big Gram	QTL	290
6	Urid Dhal		QTL	235
7	Chena Dhal		QTL	50
8	Moong Dhal		QTL	33
9	Fried Dhal		QTL	72
10	Idli Rawa		QTL	222
11	Crystal Salt		QTL	134
12	Wheat Rawa		QTL	40
13	Sun Flower R.Oil		15 Kg Tin	2300 Tins
14	Dalda 1 ltr. Pack	Vanspathi	PKT	1000
15	L G (Hing) of 50 Grams (Pack)		PKT	450
16	Table Salt		QTL	21
17	Tamarind		KG	4250
18	Dry Chillies		KG	1450
19	Chilly Powder	Agmark	KG	1900
20	Haldi Powder	Agmark	KG	500
21	Jeera		KG	700
22	Milk Powder	Every day	KG	110
23	Menthi		KG	110
24	Mustard		KG	650
25	Dhaniya Whole		KG	1000
26	Dhaniya Powder		KG	300
27	Elachi		KG	15
28	Lavang		KG	15
29	Dalchini		KG	50
30	Shajeera		KG	15
31	Dry Coconut		KG	700
32	Poppy Seeds		KG	50
33	Till Seeds		KG	150
34	Dry Peas		KG	800
35	Black Pepper		KG	125
36	Ground Nut		KG	4200
37	Jaggery		KG	1200
38	Kabuli Chena		KG	100
39	Bay Leaves		KG	15

We are prepared to supply all items listed above.

Date :

Signature of the Authorised Person with  
Name & Stamp

**Annexure - II**

STATEMENT OF DETAILS FOR EMPANELMENT AS PROSPECTIVE SUPPLIER  
FOR SUPPLY OF PROVISIONS

Sl.No.	ITEM	DETAILS
1	NAME OF THE SUPPLIER AND ADDRESS	
2	a) Registration status of the Unit i.e. Sole Trader / Partnership Firm / Limited Company / Co-operative society etc	
3	a) Address of Regd./Corporate office with phone / e-mail and approx. distance from ECIL Canteen	
	b) Address of Local office, if any, with phone / e-mail, name of the contact person and approx. distance from ECIL Canteen	
	c) Location and address of godown etc from which proposed supplies will be made and approx. distance from ECIL Canteen	
4	Names of the Managing Partner/ Managing Director/ CEO of the Prospective Vendor with phone / e-mail.	
5	Annual Sales Turnover in Rs. Lakhs for each Financial Year (only latest three years will be considered) enclose copy of audit reports	
	2008 - 09	
	2009 - 10	
	2010 - 11	
6	Any other relevant Information	

Date :

Signature of the Authorised Person with  
Name & Stamp

**Annexure – III**

LIST OF CUSTOMERS WITH VALUE OF PROVISION SUPPLIES ETC (Additional Sheets can be enclosed as per requirement)				
Sl.No.	NAME WITH ADDRESS	2008 – 09 Rs. in lakhs	2009 – 10 Rs. in lakhs	2010 – 11 Rs. in lakhs
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				

Note : Enclose copies of POs compulsorily for each of the above entries

Date :

Signature of the Authorised Person with Stamp

**Annexure – IV**

**CERTIFICATE**

This is to certify that with reference to the Audited Accounts for Financial Years referred of M/s

With address

The details of sales turnover in respect of Provisions, Dhals, etc forming part of the Total Sales Turnover as per Audited A/cs is as under

Financial Year	Total Sales Turnover as per Audited Accounts Rs. in lakhs	Sales Turnover of Provisions, dhals etc out of Total sales Turnover Rs. in lakhs	Remarks, if any
2008 – 09			
2009 – 10			
2010 – 11			

Date :

Signature of Auditor  
With ICAI Membership No.and Stamp



4	<p>Past supply performance to Customers during each Financial Year (as per Annexure III)</p> <p>2008 – 09 2009 – 10 2010 – 11</p> <p>Five or more customers in PSU/ Govt./ Co-op. Sector; Weightage = 7 Five or more customers in other than PSU/Govt./Co-op. Sector; Weightage = 6 3 to 4; Weightage = 5 2 to 3; Weightage = 4 Less than 2; Weightage = Zero</p>	21	
5	<p>Supply Chain Logistics : Owns Physical supply point available within 60km range as per NIT and has enclosed proof</p>	4	
	TOTAL :	100	

**Annexure – VI**

(On Vendor's LetterHead)

To,

Date :

DGM, Corporate Purchase,  
ICD Building, ECIL  
Hyderabad – 500 062 (AP)

Dear Sir,

Sub: Request for Empanelment-Reg

This refers to your advertisement calling for EoI for making supplies to your canteen.

All the terms and conditions mentioned in your 'Notice Inviting EoI' are acceptable.

Kindly empanel our firm for supplying Provisions.

All relevant Annexure and documents duly signed are enclosed for consideration.

Thanking you,

Yours truly,

Signature and seal of authorised  
person

**Annexure – VII****DOCUMENTS TO BE ENCLOSED**

NAME OF THE PROSPECTIVE VENDOR &amp; ADDRESS:

01	Name of the organization	
02	Registration No. & Date. (copies of partnership deed / Certificate by Registrar of Companies / Co-op Societies etc) to be enclosed	
03	Financial Statement i.e. Annual Report / Audited Profit & Loss A/C and Balance Sheet for the latest 3 Fin. years enclosed. (only latest 3 years will be considered)	
	2008 – 09 2009 – 10 2010 – 11	
04	Income Tax Returns for the corresponding years	
	2008 – 09 2009 – 10 2010 – 11	
05	Sales Tax Returns for the corresponding years	
	2008 – 09 2009 – 10 2010 – 11	
06	VAT Reg. Certificate	
07	Customers List for Past supply performance vide Annexure – III along with PO copies	
08	Copy of Notice Inviting EoI duly signed on each page denoting acceptance of all the terms and conditions is compliance statement as per Annexure – VIII.	
09	Tender Document Fee: DD No: Date: Branch: Amount: Drawn No:	
10	EMD Details: Bank Guarantee / DD : If DD No: Date: Amount: Account No: Bank:	
11	Your Bank Details: Name of the Bank: Branch: Account No:	
12	PAN Card (Copy to be Enclosed)	
13	Declaration of Non-prosecution as per annexure - IX	

Date:

Signature with stamp

**ANNEXURE - VIII**

**FORMAT FOR BANK GUARANTEE TOWARDS EMD**

To  
ECIL

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, ECIL (P.O.) Hyderabad – 500 062 , hereinafter called the 'Company', against the tender notice issued by the Company vide reference no. \_\_\_\_\_ dated \_\_\_\_\_ due for submission on \_\_\_\_\_ for supply of technical manpower.

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.

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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.

**ANNEXURE – IX**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE- CUM -  
SECURITY DEPOSIT**

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and twelve 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 ECIL (P.O) Hyderabad – 500 062, (hereinafter 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 \_\_\_\_\_ (Empanelled vendor/ company name and address) (herein after referred to as the “E.V.”) was awarded a Purchase Order/contract No. \_\_\_\_\_ dtd \_\_\_\_\_ (hereinafter referred to as the “Purchase Order/contract”) by the Company for providing manpower.

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 E.V.

And whereas the E.V. has approached the Guarantor and in consideration of the arrangement arrived at between the E.V. 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 E.V. making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The Purchase Order/contract.

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2. The decision of the Company whether any default has occurred or has been committed by the E.V. 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 E.V. 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 E.V. 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 E.V. 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 hereunder 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 E.V. or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said E.V. 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 E.V. 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.

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5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in Writing , and agree that any liquidation or winding up or dissolution or any change in the constitution of the E.V. or the Guarantor shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the E.V. 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 E.V. shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney dated \_\_\_\_\_, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till \_\_\_\_\_and the Company is entitled to lodge its claim on the Guarantor on or before \_\_\_\_\_ (additional 15 days). The Guarantor hereby undertakes to honor the said invocation without demur.

Witness:  
(Guarantor)

Signed for and on behalf of the Bank

- 1.
- 2.

**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:\_\_\_\_\_ :11-12

“We, M/s \_\_\_\_\_ (name and address),solemnly declare and affirm that we are not debarred, blacklisted nor prosecuted by Central Government, State Governments or any other PSUs, Private Sector Units for breach of any contract.

There are no pending litigations against us either from Government of India, State Governments within the Union of India or any other Private Sector Units.

We have no arrears of taxes or any other statutory dues to any Government Body”.

for M/s x x x x x x x x x

(Authorized Signatory)

Date:

**ANNEXURE -XI**

Tender No: ECIL:CP:

**Compliance Statement**  
(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)

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