



ELECTRONICS CORPORATION OF INDIA LIMITED
Corporate Purchase, ICD Building
ECIL Post. Hyderabad -500 062, India
Ph: 040 27121320, 27186830, 27182208
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E-mail" corppur@ecil.co.in

Tender
For
Expression of Interest (EOI) for Manpower Supply

TENDERER CAN DOWNLOAD THE TENDER DOCUMENT From ECIL Website : www.ecil.co.in / tenders or www.tenders.gov.in AND WHILE SUBMITTING THE BID THE BIDDER HAS TO ATTACH DEMAND DRAFT FOR Rs.5,000/- IN FAVOUR OF "ELECTRONICS CORPORATION OF INDIA LIMITED," PAYABLE AT HYDERABAD TOWARDS COST OF TENDER DOCUMENTS.

"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.

Electronics Corporation of India Limited (ECIL), a CPSE under Department of Atomic Energy – Government of India, invites EOI for empanelment of Bidders to provide Technical / Non-Technical Manpower on purely contract basis to meet its large requirements for its short-term Projects across the Country. The Bidder has to comply with all Legal requirements to operate and supply the Manpower. Interested Bidders may visit our website www.ecil.co.in / tenders or www.tenders.gov.in ,understand the detailed requirements under the menu and respond by 02.04.2015.

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ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE



Part - I
TERMS & CONDITIONS

Tender Notice No. ECIL:CP:EOI:PT:123:15-16

Date: 03.03.2015

Due Date for submission: 02.04.2015

ECIL, Cherlapalli, ECIL (PO), Hyderabad 500062, Telangana, Central Public Sector Enterprise (in short called "The Company") invites Expression of Interest (EOI) from interested and eligible vendors for empanelment for supply of manpower to ECIL regularly as per the terms and conditions stated below.

The approximate value of contract is Rs. 10.5 Crores per annum approximately.

Tender Schedule	
Date, Time and Venue of Pre-bid meeting at (for any clarification please contact: Shri. N. Nageswara Rao, DGM (CP) or Shri. P. Venkateswarlu, PM (CP) Telephone No. 040-27182208 & 27186830 Email id: corppur@ecil.co.in ECIL, Hyderabad – 500 062)	06.03.2015 at 14.00 hrs. Corporate Purchase, ICD Conference Hall, Electronics Corporation of India Limited, Hyderabad – 500 062.
Last Date for receipt of request for clarifications from vendors	09.03.2015
Publication of Corrigendum (if required)	11.03.2015
Last Date & Time for submission of bids to DGM (CP), Corporate Purchase, ICD Building, ECIL, ECIL P.O., Hyderabad – 500 062.	Before 14.00 hrs on 02.04.2015
Date, Time and Venue of opening the Techno- commercial Bid.	At 14:30 hrs on 02.04.2015, ICD Conference Hall, ICD Building, ECIL, Hyderabad.
Tenders will be opened in the presence of the Tenderers.	Participants in the tender opening should have authorization letter from the tenderer.

1 Earnest Money Deposit (EMD):

- 1.1 Techno-commercial bid shall accompany interest-free EMD of Rs.21,00,000/- (Rupees Twenty One lakhs) through crossed Demand Draft drawn on any Nationalised Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) through Bank Guarantee from a Nationalised Bank, as per format in **Annexure - A** valid for 90 days from the tender closing date.
- 1.2 EMD will be refunded to the un-successful Bidder within 45 days from the date of finalization of empanelment pertaining to this tender.
- 1.3 EMD will be refunded to successful Bidder within 30 days of signing of final Agreement for supply of manpower at specified rates and terms & conditions, subject to receipt of Performance Bank Guarantee cum Security Deposit.

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- 1.4 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.
- 1.5 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, EMD will be forfeited and contract will be terminated, without notice, in addition to invoking Risk Purchase Clause.
- 1.6 If the Bidder revokes, withdraws and modifies the Bid after the due date and within the validity period of the Bid, EMD will be forfeited in favour of ECIL.
- 1.7 Bids not accompanied by EMD will be summarily rejected.
- 1.8 The bidder should submit duly filled in Techno-Commercial bid as per **Annexure – B.**
2. **Performance Bank Guarantee (PBG)-Cum-Security Deposit:** The Contractor should furnish performance bank guarantee @ 5% of the contract value valid for entire duration of contract period including the extended period of contract considered, if any, issued by a Nationalised bank, within 30 days of award of contract towards security deposit and performance of the contract. The PBG shall be extended from time to time, as demanded by ECIL, to cover the intended obligation. PBG shall be submitted in the format as per **Annexure – C.**
- 2.1 In the event of Security Deposit being insufficient or having been forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum payable to the contractor. Should such sum also be not sufficient to cover the full amount recoverable, the contractor shall remit the balance dues to ECIL on demand, in the manner as directed by ECIL.
- 2.2 The Security Deposit or such part thereof, as has not been used of or appropriated as aforesaid, will be refunded on satisfactory completion of the contract by the contractor on submitting 'No-due' certificate from all Groups/Divisions of ECIL.
- 2.3 Successful Bidder shall enter into an Agreement with ECIL on Non-judicial Stamp Paper of Rs.100/-, within 30 days of receipt of written intimation from ECIL on acceptance of tender. The EMD will be forfeited in the event of failure of the successful bidder to enter into an Agreement within 30 days from the date of such written intimation.

3 Terms of Payment:

- 3.1 Payments will be effected, on monthly basis, against submission of tax invoices, in triplicate, to the respective Departments of various Groups/Divisions of ECIL.

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- 3.2 Payments will be released after deducting TDS or any other statutory dues, within a period of 60 days from the date of submission of the tax invoices duly certified by user Divisions of ECIL, complete in all respects, with relevant supporting documents.
- 3.3 ECIL shall not be held responsible for delay in payment due to Successful Bidder's delay in submitting the bills complying with the terms of the contract.
- 3.4 No advance payments will be made.
- 3.5 Service tax credit benefits, if any, shall be passed on to ECIL.
- 4 Period of Contract:** The Contract shall be awarded for a period of two years. If the service of the contractor is found satisfactory, the contract may be extended upto one more year on mutual consent at the same applicable rates, terms and conditions. No revision of agency commission rates will be entertained till completion of the contract, including extension period, if any.
- 5 Termination of Contract:** ECIL reserves the right to foreclose the Contract by giving three (3) months notice without assigning any reason whatsoever in the normal circumstances. ECIL reserves the right to foreclose forthwith in case of breach of any terms & conditions of the contract entered into. However, the contractor shall be bound to fulfill the contractual obligations even after such foreclosure to the extent applicable during the period of notice. If the contractor wishes to terminate the contract on his own, he may do so by giving three (3) months written notice on valid ground. In such circumstances, the damages suffered by ECIL to engage alternative sources during unexpired portion of the contract period shall be recovered from the security deposit. If the security deposit is not sufficient to cover the loss, ECIL reserves the right to adjust from the amounts payable to the contractor, if any.
- 6 Affidavit for non-prosecution:** Bidder should furnish a notarized Affidavit on non-judicial stamp paper of value Rs.100/- as per the Format at **Annexure D**.
- 7 ARBITRATION:** In case of any dispute between the parties to this contract, liabilities or on interpretation of any clauses of this contract or any dispute arising out of this contract, the matter shall be referred to a sole Arbitrator to be appointed by D(P)), ECIL. ECIL also reserves the right to appoint one of its officers as Arbitrator and the contractor shall not have any objection on this aspect and the decision of such sole Arbitrator shall be final and binding on both the parties. The Venue of Arbitration shall be Hyderabad, Telangana.
- 8 JURISDICTION OF COURTS:** The courts of Hyderabad (GHMC, Kapra Circle), jurisdiction shall only have exclusive jurisdiction.

For effective implementation of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified under MSME Act, 2006; we need details of your Organization whether it is MSME (including MSEs owned by SC/ST Entrepreneurs). Please provide the same along with techno-commercial bid.

Part - II
INVITATION NOTICE FOR EXPRESSION OF INTEREST

Established in 1967, Electronics Corporation of India Limited (ECIL) is a Government of India Enterprise under the Department of Atomic Energy. The Company is a multi-disciplinary, multi-product organization with the ability to handle multiple technologies under a single roof and offer complete solutions encompassing control and automation, instrumentation, computers and communications. ECIL has been consistently registering growth in its turnover over the past few years and is poised to leverage the large growth in strategic electronics. The Company had an annual turnover of Rs. 1456 Crores in the year 2013-14.

- 1.1 It has Manufacturing facilities in the States of Telangana and Andhra Pradesh and Zonal / Branch Offices and Customer Service Centers across the Country. Its Customers are spread in Nuclear, Defence, Aerospace, Security, IT, e-Governance & Telecom sectors. All the Business Divisions of the Company are certified for ISO 9001:2008 Quality Management System and the Company is certified for ISO 14001:2004 Environmental Management System and BSOHSAS 18001:2007 for Occupational Health and Safety.
- 1.2 ECIL has to execute a large number of varied projects from different customers at various places in a time bound manner. It requires different types of manpower to meet it's temporary requirements.
- 02.** For the above, ECIL invites Expression of Interest (EOI) for empanelment of Bidders to depute on demand the Technical / Non-Technical Manpower on purely contract basis to meet its large requirements for its short-term Projects across the Country at it's manufacturing facilities at Hyderabad & Tirupati and Zonal / Branch facilities at Delhi, Kolkata, Mumbai, Bangalore & Chennai and site offices at Kalpakam, Kaiga, Kudankulam etc., The arrangement required will be for a period of two years.
- 03.** General activities to be carried out by the manpower are as follows:
 - a) Assisting Senior Staff in Manufacturing, Installation and Technical support for the Systems, Equipment etc.
 - b) Assisting Senior Staff in Project Execution.
 - c) Assisting Senior Staff in Accounting, Administrative tasks, Stores and Purchase activities etc.,
 - d) Engaging in IT related activities / Applications including co-ordination with concerned Bidders who are providing IT services, IT infrastructure etc.,

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- e) Generic / Applications specific Data Entry operation / Report Generation etc.,
- f) Technical work such as drafting of engineering drawings, fabrication work, workshop activities, operation & maintenance of engineering systems.

The above list of activities is not exhaustive but only illustrative.

- 04.** To carry out the above activities, broadly the manpower (0-3 years experience) requirement on the basis of their skill will be as given below:

Category of Manpower	Disciplines needed	Approximate requirement	Remuneration Paid per month in Rs.*
ENGINEERING			
B.E. / B.Tech	Mechanical / Production / Electrical / Electronics & Commn. / Computer Science / IT etc.,	400	13,000/-
Engineering Diploma	-do-	50	10,500/-
ITI	Fitter, Welder, Turner, Electrical, Electronics etc.,	250	9,500/-
MANAGEMENT			
MBA	Marketing, Finance, HR, Project Management etc.,	10	14,000/-
Data Entry operators	Computer Proficiency in using M.S. Office etc.,	60	10,500/-
TOTAL		770	

Note:

- a) (*) Presently prevalent market rates as paid by the Company to its existing Bidder.
- b) Above indicated manpower is for the sake of estimation only. This does not imply directly or indirectly the actual requirement of the Company, but is merely a projection of tentative human resource requirement in future.
- c) The details of the specifications of each of the above categories shall be specified at the time of actual requirement or in the agreement.

The above Table is to give a first hand information of the manpower requirement.

- d) The above requirements are purely temporary and ECIL will not take them on it's permanent rolls. All risks of employment are to be undertaken by the Bidder.
- e) This should not be considered as mere "Recruitment task" but should be considered as continuous supply of Skilled Manpower for a particular period of Time.

05. The pre-requisites of the Bidders submitting their EOI are as follows:

- a) Should be registered Companies and legally authorized to conduct such business of offering Skilled Manpower deputed on Contract Basis.
- b) Should be in the field of providing Skilled Manpower to various organizations for more than three years. Should have at least 1000 per month associates (B.E. / B.Tech, Engineering Diploma, ITI, MBA, Data Entry Operators) placed at different organizations within India. Certificate from clients should be submitted.
- c) Should have provided Skilled Manpower to at least one Central Public Sector Enterprise (CPSE) for the last three years. A detailed list of the clients along with the type of manpower supplied (with numbers) should be attached along with the EOI. Copies of agreements / Purchase Orders from the clients should be submitted along with EOI for information and authentication.
- d) Should have online payroll as well as leave management system. Should well verse with various statutory compliances viz. the Factories Act, Contract Labour Act, PF Act, ESI Act and other statutory compliance to operate in India.
- e) Should be able to place one Supervisor/Manager for every 300 associates placed.
- f) The Bidder should have an **average** annual turnover of not less than Rs. 10 (Ten) Crores in the last three years. (2011-12, 2012-13, 2013-14)
- g) The Bidder should be ISO 9001 : 2008 certified.
- h) The Bidder must have a valid Service Tax Registration in India.
- i) The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Telangana/Andhra Pradesh or any CPSE.
- j) The Bidder should indicate any legal cases or law suites to it's name.
- k) The Bidder should have large presence at Hyderabad and should have / prepared to have it's offices at Delhi, Mumbai, Kolkata, Chennai and Bangalore. This is a mandatory criteria.

06. The EOI submitted by the Bidder should include the following information pertaining to them:

- a) Detailed profile along with audited and certified Balance Sheet and Profit & Loss Account of last 3 Financial Years (2011-12, 2012-13, 2013-14), certificate of incorporation, PAN allotted by Income-tax Department, ISO certificate copy as per pre-requisite, Proof of a valid Service Tax Registration in India
- b) Organisation structure with man-power details, Infrastructure, Office Network / Service Support Centres, experience of Key executives.
- c) Detailed list of clients along with the type and quantity of manpower supplied in the last three years (2011-12, 2012-13, 2013-14). The details to be substantiated with proof of the agreements / purchase orders.
- d) Method of selection, process of recruitment and the time taken to recruit the Manpower. A brief insight on how the client of the Bidder is involved in the selection process.
- e) Method of pricing of the services of the Bidder along with the cost of remuneration (with break up) to the depute. **Indicate agency commission per person per month.** This is only for estimation purpose and the Bidder may give his actual bid amount in the quotation in a sealed cover when requested. A Break up of the remuneration to the depute would be helpful in understanding the statutory obligations met by the Bidder.
- f) Copies of citations, awards or recognitions.
- g) Certificate / Affidavit mentioning that the Bidder is not currently blacklisted due to engagement in any corrupt & fraudulent practices.

07. General Terms & Conditions:

- a) ECIL reserves the right to black list the Bidder, if the Bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the tender.
- b) This notice does not constitute, and will not be deemed to constitute, any commitment on the part of ECIL.
- c) ECIL reserves the right to engage Man-power from any Agency other than the successful Bidder in the present process.
- d) ECIL may negotiate for better cost and also can withdraw this process due to any administrative reasons or the final negotiated cost is not acceptable.

08. IMPORTANT TERMS & CONDITIONS:

- a) All applications / EOI should reach ECIL on or before 14:00 hrs, 02.04.2015. The EOIs will be opened by 14:30 hrs, 02.04.2015 and the list of finally empanelled agencies will be communicated to all the Bidders within 15 days of opening of the EOIs.
- b) Based on the actual requirements, from time to time, a limited tender will be called for from amongst the empanelled agencies.

: 5:

Interested Bidders those eligible as per the above Pre-requisites may apply to-

The Deputy General Manager

Corporate Purchase, Personnel Group

ICD Building

Electronics Corporation of India Limited, Hyderabad-500 062.

Fax No. 040- 27121320

Email: corppur@ecil.co.in

Phone: 040-27182208 / 27186830 / 27182251 / 27121320

(N. Nageswara Rao)
DGM (CP)

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 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.

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.

TECHNO-COMMERCIAL BID

1	Name of the Organization & Address		
2	Date of Establishment		
3	Company Registration Number & date (Please attach proof from appropriate authority)		
4	Office particulars:		
(a)	Documentary proof to be enclosed	Regd.Office Address (Own or Rented)	
		How old is the office as on tender closing date	
		Telephone No. (land line)	
		Mobile No:	
		Fax No.	
(b)	Documentary proof to be enclosed	Local.Office Address, if any.	
		How old is the office as on tender closing date	
		Telephone No. (land line)	
		Mobile No:	
		Fax No.	
(b)	Documentary proof to be enclosed	Email id	
		Local.Office Address, if any.	
		How old is the office as on tender closing date	
		Telephone No. (land line)	
		Mobile No:	
5	Present strength of office staff (Details of manpower grade wise should be furnished).		
6	Payment of wages and deduction fulfilling the statutory payments like PF, ESI.(Proof should be enclosed)		
7	ISO 9001:2008 Certification (Proof should be enclosed)		
8	Track Record		
(a)	Total number of similar orders executed by the bidder in 2011-12 (Please enclose Copies of orders and Job Completion Certificate/ for ongoing contracts). Minimum Turnover Rs. 10.00 Crores		
(b)	Total number of similar orders executed by the bidder in 2012-13 (Please enclose Copies of orders and Job Completion Certificate/ for ongoing contracts). Minimum Turnover Rs. 10.00 Crores.		
(c)	Total number of similar orders executed by the bidder in 2013-14 (Please enclose Copies of orders and Job Completion Certificates/ for ongoing contracts). Minimum Turnover Rs. 10.00 Crores.		
9(a)	Total Manpower supplied in 2011-12 (Please enclose documents as proof)		

(b)	Total Manpower supplied in 2012-13 (Please enclose documents as proof)			
(c)	Total Manpower supplied in 2013-14 (Please enclose documents as proof)			
10	Financial Capacity			
	Details (Please furnish audited documents)	2011-12	2012-13	2013-14
	Turnover Rs.			
	Profit Rs.			
11	Service tax registration Certificate (document to be enclosed)			
12	Income tax Clearance Certificate or copy of IT Return with PAN (documents to be enclosed)			
13	Your Banker's Name, Branch and Account Number.			
14	EMD details	Amount Rs. _____ BG/ DD If DD Bank : Branch: DD No: Date : Payable at :		
15	Tender document fee	Amount Rs. _____ DD No: Date : Bank : Branch: Payable at:		
16	Affidavit of non prosecution submitted as Annexure – C	Yes / No		

Signature, Name, Date & Seal of the Bidder

**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 _____ (bidder/ company name and address) (herein after referred to as the contractor) was awarded a /contract No. _____ dated _____ (hereinafter referred to as the contract) by the Company for providing manpower.

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

And whereas the bidder has approached the Guarantor and in consideration of the arrangement arrived at between the bidder 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 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 bidder 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 contract.
2. The decision of the Company whether any default has occurred or has been committed by the bidder in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the bidder 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 contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the said terms and conditions governing the said 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 bidder or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said bidder 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 contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the 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 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 bidder or the Guarantor shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney dated _____, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____ (additional 15 days). The Guarantor hereby undertakes to honor the said invocation without demur.

Witness: _____ Signed for and on behalf of the Bank (Guarantor)

- 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:EOI:PT:123:15-16, dated: 03.03.2015

“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 PSUs, 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 x

*Signature Name & seal
(Authorized Signatory)
Date:*