

TENDER NOTICE NO. ECIL/CP/GH/PT-124 DT: 17.04.2015
DUE DATE : 23.05.2015
ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

PHONE NOS. 27121320/27182251/27182208/27182734

E-mail: corppur@ecil.co.in

TENDER
FOR
APPOINTMENT OF AGENCY FOR
HOUSEKEEPING SERVICES
and
CATERING SERVICES
AT
ECIL GUEST HOUSE, HYDERABAD

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.

TERMS & CONDITIONS

TENDER NOTICE No.ECIL:CP:GH/PT-124
DATE: 17.04.2015

DUE DATE: 23.05.2015
TIME: 14.00 hours

1. General Terms:

Electronics Corporation of India Limited (hereinafter referred as ECIL) is desirous of appointing an agency **for Housekeeping and Catering services for its Guest House at Hyderabad.** The Guest House should be managed on round the clock basis. i.e. 24X7, 365 days.

SCOPE

- 1.1 This Contract will be awarded for a period of Two years, and if services are satisfactory, the contract will be extended for one more year.**
- 1.2** Bidders should submit their Bids in Two Parts namely,
Part 1. Techno-commercial Bid
Part 2. Price Bid.
- 1.3** Techno-Commercial & Price Bids should be submitted simultaneously in two separate covers, sealed and superscribed as "TECHNO-COMMERCIAL BID" and "PRICE BID" on respective covers with Tender Notice number, Date & Due Date.
- 1.4** Two sealed covers are to be kept in a separate cover and sealed again, supercribing with Tender Notice number, Date & Due Date. Bids not superscribed as above, will be liable for rejection.
- 1.5** Bids will not be considered if received late due to postal /courier delay. Bids should reach DGM(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.
- 1.6** E-mail / Fax bids will be summarily rejected.
- 1.7** Bids received after the due date and time will be rejected summarily.
- 1.8** Request for extension of due date will not be considered. However, ECIL, at its sole discretion, may extend due date and will notify through ECIL web site: www.ecil.co.in

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1.9 A pre-bid meeting will be held at ECIL Guest House near ECIL X Road, Kushaiguda, Hyderabad-062 on 23.04.2015 at 14.00hrs.

1.10 Bids not submitted as two-part will be rejected summarily. Techno-commercial Bids with price indications will be rejected summarily.

1.11 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for techno-commercial discussions, with a notice period of 2 days.

1.12 Bidder should provide details of contact person with Mobile/Land Line Telephone Number and E-mail ID.

1.13 Bidder should confirm in the Techno-commercial Bid that

- (i) Every term and condition specified herein is understood and accepted unqualifiedly
- (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 null and void.

1.14 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety, at its sole discretion, without assigning any reasons.

1.15 Bidder should sign and affix the seal on all pages of the Bid and include this in the Techno-commercial bid.

1.16 Clarifications on this tender notice, if any, can be obtained before submitting the bids from: Shri N.NAGESWARA RAO,DGM(CP), Tel. No.(O) 040-27121320, 040-27182734 & 27182208 E-mail ID: corppur@ecil.co.in & cpr@ecil.co.in.

1.17 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 Techno-commercial bid of bidders who are found not fulfilling the eligibility criteria will not be processed further.

1.18 Cost of Tender Document: Tender document can be downloaded from ECIL website: www.ecil.co.in/tenders and while submitting the bid, the bidder has to attach a **Demand Draft of Rs.2000/-** Payable at Hyderabad, in favour of ECIL, towards cost of tender.

- 1.19** Bids should be addressed to and deposited at tender box located at the office of Deputy General Manager (Corporate Purchase), ICD Building, Electronics Corporation of India Limited, ECIL P.O. HYDERABAD - 500 062, Telephone No. 040-27121320 (or) 040-27182734 before the due date and time specified in the tender schedule hereunder.

Tender Schedule	
Date & Time of Pre Bid meeting at ECIL, Guest House, Near ECIL X Rd, Kushaiguda, Hyderabad -500062 Contact Person: Shri N. Nageswara Rao, DGM (CP) or Shri P.Venkateswarlu, PM(CP) Ph.No. 27182208 / 27186830/ 27182251,27182734, Email ID: corppur@ecil.co.in ECIL, Hyderabad500 062.	Date: 23.04.2015 Time: 14.00 hrs. at ECIL, Guest House, Near ECIL X Rd, Hyderabad -500062
Last Date of Receipt of request of clarification from Vendors	27.04.2015
Publication of Corrigendum(if required)	02.05.2015
Last Date & Time for submission of bids to DGM(CP), Corporate Purchase, ICD Building, ECIL Post, ECIL, Hyderabad-500 062.	Before 14.00 hrs on Dt: 23.05.2015
Date , Time & Venue of Opening the Techno- Commercial Bids . Tenders will be opened in the presence of Tenderers.	At 14.30 hrs on 23.05.2015, Corporate Purchase , ICD Buiding, ICD Conference Hall, ECIL, Hyderabad.
Date & Time of opening of price bids of the bidders who qualified in Techno-commercial bid.	Will be intimated separately
Place of opening of Techno-commercial bids Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad – 500 062	

Part – I: TECHNO-COMMERCIAL BID

- 2** Eligibility Criteria: The bidder's eligibility to make an offer will be based on following criteria which should be supported with documentary proof.
- i) The bidder should have their office with infrastructure in Hyderabad.
 - ii) The bidder should have executed a minimum of three such Guest House Housekeeping & Catering contracts each worth Rs.30,00,000/- minimum in Hyderabad during the preceding three years period up to 31.03.2014.

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- iii) The bidder's organization should be a profit making one in the preceding two financial years(2012-13 & 2013-14). The bidder should have a minimum turnover of Rs. 60 Lakhs per year in the last two financial years(2012-13 & 2013-14).
 - iv) 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.
- 2.1** SKILLED, SEMISKILLED & UNSKILLED manpower are to be provided by AGENCY as indicated in **Annexure - B**.
 - 2.2** Techno-commercial bids should be furnished strictly as per format in **Annexure - D**.
 - 2.3** Details of Categories of appointment & essential qualification and experience of manpower are as per Annexure - B.
 - 2.4** SKILLED, SEMISKILLED labour should not be more than 45 years in age and UNSKILLED labour should not be more than 40 years in age. Proof of age (Photocopy) will be provided by the contractor.
 - 2.5** The manpower shall have good health and proper eyesight.
 - 2.6** ECIL reserves the right to reject, even after engaging the manpower by the Agency, if they do not conform to the required qualifications and specifications. The qualifications for SKILLED, SEMISKILLED & UNSKILLED labour should be as given in Annexure - B. Decision in this regard rests with ECIL and shall be binding on the successful bidder.
 - 2.7** ECIL reserves the right to instruct the AGENCY to terminate the services in respect of individual candidate/all candidates deployed, by giving one month notice.
 - 2.8** Successful bidder shall enter into an agreement with ECIL.
 - 2.9** Wherever the worker deployed leaves the assignment mid-way, appropriate replacement shall be provided the next day, failing which, a penalty will be levied as per **Clause No.11** under penalties.
 - 2.10** Before signing the agreement, successful Bidder(s) shall submit valid License from the appropriate Department of Labour Authority of Central as a proof of permission to supply manpower.
 - 2.11** The AGENCY should deploy the requisitioned strength of manpower as specified in Annexure - B.

- 2.12** The manpower to be deployed should be essentially local Manpower, from Telangana and Andhra Pradesh.
- 2.13** The manpower shall be made to clearly understand by the AGENCY that their deployment with ECIL Guest House is on Contract basis and shall cease on completion of period and shall revert to their employer i.e. AGENCY, automatically.
- 2.14** The AGENCY should confirm in writing that they have informed their manpower of the temporary contract nature of engagement with ECIL, that they will not litigate for claiming permanent employment with ECIL either directly or through judicial recourse and on that specific understanding they agreed for such contractual deployment with ECIL, on their own Volition.
- 2.15** The AGENCY should undertake to indemnify ECIL against all claims including claim for permanent employment on behalf of the personnel deployed by them.
- 2.16** The AGENCY is liable to promptly pay the consolidated remuneration, other entitled benefits subject to deductions, if any, to the personnel deployed, as per statutory payments in **Annexure - E. (Part - A)**
- 2.17** If the AGENCY commits default, ECIL is entitled to recover the amounts payable to the Manpower deployed along with penalty, from bills payable to AGENCY by invoking Bank Guarantee submitted by AGENCY towards security deposit or through invoking Risk Purchase Clause or through judicial recourse etc.
- 2.18** Any recurrence of such defaults by AGENCY will be considered as 'breach of contract', in which event, ECIL reserves the right to terminate the Contract, without considering any specific formal notice.
- 2.19** The AGENCY should undertake to deploy suitable substitutes in place of absentees immediately.
- 2.20** AGENCY should monitor the attendance and performance of the manpower so deployed on their own.
- 2.21** AGENCY shall be solely responsible and liable for compliance of all labour laws and other statutory obligations towards PF, ESI, Bonus, Insurance, Police Verification and Identity card.

- 2.22** It is the sole responsibility of the contractor to ensure that the safety measures are strictly observed by the contract labourers engaged by him. The labourers engaged should be between 18 years to 40 years for UNSKILLED labour and 18 to 45 years for SKILLED and SEMISKILLED labour.

3 Validity of Bid:

- 3.1** Bids shall be valid for a minimum period of **90 days** from the date of opening of bid i.e. Due Date of the tender.

4 Earnest Money Deposit (EMD):

- 4.1** Techno-Commercial Bid shall accompany interest-free EMD of **Rs.94,000/-** as specified in Annexure - C 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, on non-judicial stamp paper of a Nationalised Bank, as per format in Annexure - F, valid for 90 days from the date of tender closing date.
- 4.2** EMD will be refunded to the un-successful Bidder within 30 days from the date of finalization of contract on this tender.
- 4.3** EMD will be refunded, to successful Bidder within 30 days of receipt of Performance Bank Guarantee-cum-Security Deposit and after signing of Agreement.
- 4.4** 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.
- 4.5** 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.
- 4.6** 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.
- 4.7** Bids not accompanied by EMD will be summarily rejected.

4.8 Bids submitted with counter conditions will be summarily rejected.

5 Schedule for supply / provision of manpower:

5.1 The Contract shall be awarded for a period of **Two years**. If services are satisfactory, the contract will be **extended by one more year** on mutual consent with same rates, terms and conditions.

6 Prices:

6.1 Bidders should submit the bid indicating clearly basic price against each line entry of the price bid format. Prices excluding Taxes shall be indicated against each line entry as per price bid format Annexure - E.

6.2 Prices should be indicated both in figures and words. In case of disagreement, the price whichever is less will only be considered for the purpose of evaluation.

a) Prices shall be quoted exclusive of taxes. Type of taxes and applicable rate should be furnished separately in the price bid.

b) Un-priced Price bid, as per Annexure - E, but indicating applicable taxes and tax rates, with endorsement that prices have been quoted in the price bid strictly as per the format, should be furnished as part of Techno-commercial Bid.

c) No revision of agency rates will be entertained till completion of the contract.

6.3 Statutory deductions, including TDS as per IT Act, will be made from the bills payable to AGENCY.

7 Inspection & Assessment:

7.1 ECIL reserves the right to inspect bidder's premises for assessment of suitability of infrastructure, credentials in respect of nature and quantum of business claimed etc. The assessment made and consequent decision of ECIL on bidder's suitability for the tender scope shall be final and binding on the bidder.

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

- 8.1** Successful bidder should furnish Performance Bank Guarantee cum Security Deposit @ 5% of the total Contract value as per assessment of ECIL valid for entire duration of contract period including the extended period of contract considered, if any, issued by a Nationalised Bank, within 14 days of award of contract towards Security Deposit & 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 - G.

9. Terms of Payment:

- 9.1** The AGENCY should ensure to make payment to the manpower deployed on or before 5th of every month, irrespective of payment of the contractor's bills by ECIL, only through Bank remittances. AGENCY should submit the bills to Guest House, ECIL, Hyderabad, duly certified by respective incharge of the Guesthouse for their manpower deployed, on monthly basis on 5th of each calendar month for the preceding month. Payment will be released from ECIL within 30 days from the date of receipt and acceptance of Agency's duly submitted bill complied with all statutory obligations. Proof of payment of PF and ESI contributions, made by name of individuals engaged for this work, will be submitted to the ECIL authorities before releasing 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 AGENCY, after subjecting all applicable deductions, taxes and penalties, if any.
- 9.4** No advance payments will be considered.

10 .Documentation:

- 10.1** Original Tax Invoice should be drawn in triplicate, all ink signed, favouring ECIL Hyderabad, duly certified by section In-charge, ECIL Guest House, Hyderabad, with endorsement that the 'Service provided is satisfactory and accepted', for processing payment by ECIL accounts department in Hyderabad.

10.2 Tax Identification Numbers of both AGENCY and ECIL, shall be indicated. Rate and quantum of taxes should be shown separately in the invoice. The invoice should facilitate input tax credit by ECIL.

11 Penalties:

11.1 Penalty will be levied on the contractor and recovered @ Rs. 200/- per day per labour for not providing the manpower either on initial deployment or as replacement subsequently. No wages will be paid for that day for the absence.

11.2 These penalties are in addition to imposition of Risk Purchase Clause.

12 Risk Purchase:

12.1 In the event of successful Bidder's failure to provide the manpower as per contract terms and conditions, ECIL reserves the right to cancel the contract, without further notice, and proceed to deploy the manpower from alternate sources, in which event, the Successful Bidder will be liable to bear all extra cost / costs, whatsoever, which may be incurred by ECIL for alternate arrangement.

12.2 All such costs will be recovered from bills/payables (or) by invocation of Bank Guarantees (or) through other means of law. The decision of ECIL is final and binding on the Bidders.

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

- i) When successful Bidder failed to provide Performance Bank Guarantee as per terms of contract.
- ii) When the penalty for non-compliance exceed penalty 1 % for 2 Months in a consecutive 4 months period.
- iii) In the event of assigning the contract part/full to any third party without written consent of ECIL.

13 Award of Contract:

13.1 Techno-Commercial Bid Evaluation will be done by a committee. The price bids of only technically qualified bidders will be opened

14 . Arbitration:

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

14.2 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 Chairman & Managing Director of ECIL. The decision of the Arbitrator shall be final and binding on both the parties.

14.3 The venue for Arbitration proceedings shall be at Hyderabad .

14.4 Jurisdiction of Court: Only courts in GHMC (Kapra Circle limits) Hyderabad, Telangana state shall have exclusive jurisdiction.

15 Assignment:

15.1 In the event of awarding contract, AGENCY shall not assign any obligations thereof, either in whole or in part to any 3rd party except with written consent of ECIL.

15.2 On failure of the bidder to comply with terms and conditions of contract, ECIL reserves the right to cancel the contract and to invoke Risk Purchase Clause apart from other legal recourse, without further notice.

16 Technical Bid Evaluation Criteria:

16.1 Office Premises: The bidder should have its Office in Hyderabad with infrastructure facilities and should be in operation for a minimum of four years prior to closing date of the tender.

16.2 The office of bidder shall have a permanent office, either owned or leased, and not the residence of an individual. Bidder should attach copies of the following document as proof:-

- i) Full postal Address of the Office.
- ii) Landline Telephone bills of the Office.
- iii) Municipality/Corporation/Local Body Tax receipt (If the bidder is owner of the premises).

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- iv) Copy of title deed of the ownership or lease agreement with premises owner, if the bidder's office is rented/leased; in case of leased office, the tenure of the lease should be for a minimum period of 4 years from the date of closing of the tender.
- v) Trade License or other document issued by Government/Statutory authority, indicating the name and address of bidder's office and nature of business relevant to the scope of the tender.

16.3 Proof of completion certificates: Bidder should furnish copies of completion certificates successfully executed during the preceding 4 years, 2010-11, 2011-12, 2012-13 & 2013-14 the value of completion certificates should be as per clause 2. (ii) in eligibility criteria.

16.4 Track Record: Bidder should have successfully executed a minimum of three orders involving engagement of similar number of SKILLED, SEMISKILLED & UNSKILLED Manpower for Housekeeping and Catering Services to Guest Houses in preceding three financial years (2011-12 & 2012-13 & 2013-14) worth Rs. 30 lakhs each.

16.5 Financial Capacity of the Bidder: Bidder should be a profit-making organization in previous two financial years i.e. 2012-2013 & 2013-14 should have minimum annual turnover of Rs. 40 lakhs per year in 2012-2013 & 2013-2014. Bidder should submit copies of audited Balance sheet, Profit & Loss Account towards proof of turnover and profit/loss.

16.6 Bidder should submit credit worthiness certificate from their Bankers issued after 01.04.2014.

16.7 Bidder should attach copy of Service Tax Registration Certificate.

16.8 Bidder should attach copy of Income tax Clearance Certificate/Returns of IT for the year 2011-2012, 2012-13, 2013-14.

16.9 The bidder must be a Registered Company/Partnership firm in India. Copy of relevant proof issued by statutory authority should be furnished with the techno-commercial bid.

16.10 Compliance in respect of Clause 16 to 16.9 is mandatory. This has to be indicated by filling eligibility form as per Annexure-A. Only bidders providing proof of satisfying these criteria will qualify in the techno-commercial bid evaluation.

17 Affidavit for non-prosecution :

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

18 Safety & Statutory Compliances:

- 18.1** Bidder shall be responsible for all aspects of safety, Health, security, environmental and statutory compliances as per local laws during execution of the work for the manpower supplied.
- 18.2** Bidder shall undertake to make good all the damages, losses caused to the property / personnel of ECIL or to any 3rd party by any of the manpower supplied.

19 Confidentiality-cum-non-disclosure:

- 19.1** Bidder should agree and undertake on behalf of bidder as well as the manpower 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, person or country 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.
- 19.2** 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.
- 19.3** ECIL reserves the right to prosecute Bidder and/or claim damages for non-compliance.
- 19.4 Termination of contract:** ECIL reserves the right to foreclose the Contract by giving one month notice without assigning any reason whatsoever in the normal circumstances. ECIL reserves the right to foreclose forthwith in case of breach of any of terms & conditions of the contract entered into ECIL. However, the AGENCY shall be bound to fulfill the contractual obligations even after such foreclosure to the extent applicable during the period of notice.

20. Responsibility of the successful Bidder:

20.1 Bidder should produce the evidence in respect of having made payments to the Manpower provided as and when called for by ECIL and should maintain and get verified by ECIL, on monthly basis of the following records under the provisions of the contract labour (R&A) Act, 1970.

SL.No	Details	RULE	FORM NO
a.	Register of persons employed	75	XIII
b.	Employment card	76	XIV
c.	Service Certificate	77	XV
d.	Muster Roll	78 (I) (a) (I)	XVI
e.	Register of wages	78 (I) (a) (iii)	XVI
f.	Register of wages cum muster roll (In case wage period is fortnightly or less)	78 (I) (a) (i)	XVIII
g.	Register of deductions for damages or loss	78 (I) (a) (ii)	XX
h.	Register of Fines	-do-	XXI
i.	Register of advance	-do-	XXII
j.	Register of over time	-do-	XXIII
k.	Wage Slip	78 (1) (b)	XIX
l.	Copy of PAN Number		
m.	Return to be sent by the contractor to licensing officer	82 (1)	
n.	Annual returns of principal employer to be sent to the registering Officer.	82 (2)	XXV

20.2 AGENCY will be responsible for the Safety of their manpower so deployed with ECIL. In case of any accident/injury/loss to any of its staff while on deployment with ECIL, the AGENCY shall undertake the responsibility for their medical treatment, compensation etc., as required under the law. The bidder shall ensure obtaining insurance policy to cover the liability in regard to said obligations and shall submit copy of the insurance policy to ECIL.

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- 20.3** Except the duties and responsibilities, specifically agreed to under the proposed contract, ECIL shall not be responsible for any duties/responsibilities for which the AGENCY shall be solely responsible.
- 20.4** The successful bidder shall indemnify ECIL in full, for the loss/damage to the equipments and instruments provided to the Agency's manpower, due to their negligence or willful damage, as assessed by ECIL.
- 20.5** Before deployment, AGENCY shall be responsible for arranging Antecedents and Police Verification of Candidates at its own cost. AGENCY shall be responsible to adhere to CISF security rules and regulations.
- 20.6** The AGENCY should undertake to indemnify ECIL for any violation/breach committed either by AGENCY or their manpower deployed through them, during the period of Contract.

21. Compliance Statement:

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

22. PART - II: PRICE BID

- 22.1** Price Bid will be made as per Price Bid format **Annexure-E. (Part-A & B):**
- 22.2** Price bid should not contain any term or condition or clause except the prices.

(N. NAGESWARA RAO)
DY. GENERAL MANAGER (CP)

SPECIAL CONDITIONS FOR HOUSEKEEPING AND CATERING SERVICES

HOUSEKEEPING SERVICES

SCOPE OF SERVICES :

01. Reception and accommodation of Company's Guests, officers Visiting Hyderabad, officers posted on temporary transfer, etc.
02. Regular maintenance and cleaning of the rooms and premises.
03. Fresh bed linen and bath towels should be provided for each guest. After every 2 /3 days, new set of linen/towel should be provided.
04. Bath rooms should be cleaned using detergents daily and mopped with phenyl and WCs washed thoroughly.
05. Kitchen and dining halls should be kept clean. Utensils, cutlery, crockery, refrigerator and other kitchen gadgets provided by ECIL should be kept clean and arranged properly.
06. Furniture, furnishings and other items in the rooms should be kept dust free.
07. Fans, light fittings etc, should be periodically cleaned and ensure that they are in working order.
08. Bed tea shall be served in the rooms for the VIPs, if needed.
09. A phone attendant who can take down and pass messages should be made available.
10. Arrangements to be made to extend laundry services to the guests in case of demand.
11. Room rent at the rates prescribed by ECIL to be collected against receipts and handed over to the caretaker. Receipt books will be provided by ECIL.
12. Bills for catering services to be presented to the Guests and payment collected as per the fixed rates.
13. All input requirements for catering services and cosmetic maintenance including LPG to be provided by the Contractor at his cost.

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14. Amount towards labour charges to be submitted to Incharge Guest House/ Corporate Communication.
15. The Contractor has no right to represent ECIL except in the matters specifically provided in this Contract or expressly authorized in writing. Grant of licence is merely a temporary arrangement to enable the Contractor to render the specified services to ECIL while the entire space, premises and precincts, remain in the possession control of ECIL. The Contractor shall perform the said services on his own and shall intimate ECIL in case, the Contractor engages sub Contractor for the performance of any part of the services under this Contract.

SPECIAL SCOPE FOR PROVIDING SERVICES:

01. All the furniture/tube lights/bulbs/ fans/air conditioners/windows should be thoroughly dusted/ cleaned and kept clean all the times.
02. The Contractor shall provide laundry at his cost for the timely washing of bed sheets, pillow covers, bath towels etc. and well pressed. They should not have any marks/stain.
03. Carpets, curtains, blankets and all dry cleaning items such as upholstery, tapestry are not included in the laundry services. However, the Contractor shall arrange for the necessary services at an extra cost.
04. Contractor shall provide capital equipment such as Washing Machine/Vacuum Cleaner etc.
05. All the staff should be in clean and well pressed uniform, closely cut hair and proper shave, nails cut and properly bathed. The staff engaged by the Contractor shall be in their employment and are not employees of ECIL. ECIL shall not be responsible for the employees of the Contractor either by way of claims for wages or salaries and / or statutory dues or any other dues whatsoever. Periodical medical checkup of the staff should be done at the cost of the Contractor and if anybody found unfit, they should be replaced immediately.
06. Water flask and glasses should be clean. There should not be any smell coming out of the water flask. Cold and or boiled water as per requirement of the guest should be filled in the flask daily and kept in every occupied room.
07. The crockery and cutlery should be properly cleaned. The plates and water glasses should not be chipped. Any crockery even with hairline cracks should not be used.

08. Order for the breakfast/lunch/dinner should be taken in the previous night and served according to the choice of the guest. Bed Tea and wake up order should be taken in the Night and served accordingly. A separate register should be maintained and entry regarding the above should be made.
09. Bed Tea should be served along with newspaper to the guests in the VIPs suites or as directed by the Care taker.
10. The timings of Bed Tea/ Breakfast/ Lunch/ Evening Snacks and Dinner can be fixed in consultation with ECIL. The menu indicated in Annexure is only tentative and the same can be modified at no extra cost in consultation with ECIL Management.
11. The waiters/bearers should carry the luggage of the guests to their rooms on arrival and also to their vehicles while checking in/ checking out. Occasional packing and unpacking of materials, loading and unloading of articles etc. should also be extended.
12. All food items should be served hot and well in time. There should not be any kind of delay in taking orders from the guests.
13. The Contractor shall provide all consumables of standard quality such as detergents/abrasives/disinfectants/brooms/brushes/mops/duster /soap/toilet roll/ air freshner etc. ECIL will supply free water and electricity except for cooking purpose.
14. The Contractor shall ensure that the services provided under this Contract confirms to the laws including any matter concerning the provision of service under the scope of services and labour legislations relating to wages, health, sanitation etc. The Contractor is responsible for obtaining the necessary approval from statutory authorities in respect of their scope of services under this Contract.
15. Besides the above, the contractor will ensure sweeping, mopping & upkeep of the visitors gallery cum lounge at administration building everyday.

TERMS, CONDITIONS AND SPECIFICATIONS :

01. The Contractor shall employ manpower for the services as specified.
02. The Contractor shall obtain licence, if required, under the Contract labour (R&A) Act 1970 and rules framed thereunder before commencement of the work and continue to hold till completion of the Contract period. Necessary action to register the establishment with the registering officer will be undertaken by the Department.
03. The Contractor shall maintain the following registers as per the Contract Labour (R&A) Act 1970.
 - i) Register of workmen as per form XIII of Rule 75
 - ii) Employment cards as per form XIV of Rule 76
 - iii) Muster Roll Register as per form Xvi of Rule 78
 - iv) Any other register/Record required by Labour Commissioner.
04. Notice showing rates of wages, hours of work etc. shall be submitted to Labour enforcement officer.
05. The Contractor shall comply with the provisions of the payment of wages Act 1936, workmen wages act 1948, Employment Liability Act 1938, workmen compensation act 1923, Industrial dispute act 1947 and the Contractor Labour (R&A) Act 1970 and amendments thereof and other laws relating thereto and the rules made thereunder from time to time.
06. The Contractor is liable to pay taxes to Central/State Government applicable to him from time to time and the rates quoted by him are exclusive of all such taxes.
07. The Contractor shall attend to all the complaints immediately to the satisfaction of the Caretaker/ Officer-in-Charge, ECIL Guest House.
08. Any theft or damages caused by the Contractor's personnel shall be borne by the Contractor.
09. All personnel connected with the Contract and their bags/baggage shall be liable for physical check both at the time of entry and exit by the Security Staff.
10. Invoices/ Bills shall be raised in duplicate during the 1st week of the Following month for the previous month along with a certificate duly Counter signed by the competent ECIL Executive to the effect that minimum wages have been paid to the labourers engaged by the

Contd...19

Contractor and the bills may be sent for scrutiny. After scrutiny, the competent ECIL Executive may forward the bills to Accounts Officer, ECIL for arranging payment. Payment will be arranged within 30 days on receipt of the bills in Accounts.

11. The Contractor shall collect the daily garbage and dump it in the designated place within the said premises. The place designated as such for disposal of garbage shall be in writing by the ECIL representative. The collection dump yard is the responsibility of the ECIL.
12. ECIL is responsible for pest control in its premises and shall carry out routine pest control including rodent control, general disinfestations and cockroach control and fogging.
13. Verification of employees from the concerned police station to be submitted and also a Bio-data of each employee in the guest house should be handed over to Head (P&A), ECIL.
14. ECIL is committed to a corruption free work environment.

TERMS AND CONDITIONS FOR CATERING SERVICES:

1. The caterer should provide Bed Tea/ Breakfast/Evening tea/Snacks/ Dinner every day in the dining hall for Guests as per the timings. The menu can be changed in consultation with Guest house Manager at no extra cost. On advance intimation, if any extra item is required the same has to be arranged & charged actual +10% extra cost. The cost of extra item served have to be collected directly from the Guest. Room services as and when requested by Guests also should be extended. The reception counter should be manned round-the -clock.
2. ECIL will not provide any accommodation to any staff of the Contractor.
3. The Contractor will provide all essential material for cooking purpose. The Contractor shall arrange to purchase and provide the raw material for various items of good quality for preparation of food items for the Guests residing at the Guesthouse at his own cost. It will be the responsibility of the Contractor to store the material purchased in a neat tidy and hygienic manner. The security of such material will be the sole responsibility of the Contractor. No transport whatsoever will be provided by ECIL for any purpose. The authorized representative will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provisions which are found to be unsatisfactory standard on the grounds of hygiene/quality.
4. Special Lunch/Dinner has to be arranged at mutually agreed rates on specified dates for which advance intimation will be given by ECIL.
5. The Contractor will be responsible for the up-keep of the building allotted for the catering purpose and spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and service of food shall always be clean and hygienic condition. The kitchen shall be opened at all times for inspection to the duly authorized representative of ECIL.
6. Care should be taken to maintain hygiene, quality of the food and services and adhere to the time schedule. ECIL will provide water, kitchen equipment, crockery, cutlery & utensils, furniture, refrigerator, water coolers, mixie, Grinder. Electricity will be provided free of cost except for cooking purpose/equipments. The Contractor shall not be allowed to carry any material/ item out of the Guesthouse.

7. Caterer should take over the material/ equipment at the beginning of the Contract and account for all the items issued for him. All equipments should be returned in working condition otherwise the replacement cost of the equipment will be recovered from the payments due to him. The Contractor shall maintain inventory of the items given to him and give inventory statement indicating any breakage/loss of the items provided. Cost of any items missing will be recovered from the Contractor fully.
8. The Caterer will submit the bills during the first week of the following month for the normal services rendered to ECIL Guest House for arranging payment subject to adjustment of applicable taxes. The bills should be submitted to ECIL Guest House Manager for scrutiny.
9. In case, the cutlery or any other item issued to him are damaged due to Misuse by the caterer, he will arrange for repair/replace the same at his cost failing which the repairs of the same will be got done by ECIL and the cost will be debited to his bill. In case ECIL suffers any loss etc, of whatever nature on account of the caterer or the employees of the caterer not following the security/safety regulations, the caterer shall be responsible for payment of such loss as may be demanded by ECIL at its sole discretion and ECIL shall have the right to recover all such loss etc. from the dues payable to the Contractor.
10. The Contractor will employ the staff as indicated in the relevant Annexure. The Contractor is liable to pay any compensation payable to their employees arising out of employment or otherwise and ECIL shall not be liable to pay any compensation whatsoever. The Contractor should withdraw any person who is not found medically fit for the job and provide an appropriate substitute. All the staff employed by the contractor should be well mannered and in proper uniform at all times. The contractor should provide necessary uniform to the staff. The cost of the cleaning the uniforms has to be borne by the contractor. The list of workmen/staff engaged by contractor giving their names and addresses should be submitted to Head(P&A) within a week from the date of acceptance of the offer. Character & Antecedents of all the staff employed by the contractor should be verified by Local Police authorities before joining the service. Any changes should be informed to ECIL immediately.
11. ECIL reserves the right to check the muster roll as well as wages sheet maintained by the Contractor at any point of time.
12. No upward revision of rates will be entertained during the period of Contract. The Caterer should not appoint any sub Contract for the work assigned to him.
13. The quality of food and services should always be maintained very good.

(N. Nageswara Rao)
DY. GENERAL MANAGER (CP)

ANNEXURE - A

ELIGIBILITY CRITERIA FORM

SL.NO.	ELIGIBILITY CRITERIA	CONFIRMATION /FULFILMENT
01.	The bidder should have their office in Hyderabad ,Telangana to make their offer.	YES/NO
02.	The bidder should have executed a minimum of three such man power deployed contracts each of worth Rs. 30,00,000/- in Guest House Catering & housekeeping Hyderabad during the preceding three years period up to 31.03.2014	YES/NO
03.	The bidders' organization should be a profit making one in the preceding two financial years. The bidder should have a minimum turnover of Rs.60 Lakhs per year in the last two financial years.	TOTAL ANNUAL TURNOVER IN Rs....IN LAKHS 2012-2013 : Rs..... 2013-2014 : Rs.....

SIGNATURE & OFFICE SEAL

ANNEXURE – B

**CATEGORIES OF APPOINTMENT &
ESSENTIAL QUALIFICATIONS & EXPERIENCE**

A) SKILLED : 10+2 /Graduate

SUPERVISOR/COOK: Preferably Diploma/Degree in Hotel Management or with minimum three years experience in reputed hotels / Guest houses

B) SEMISKILLED : 10th Class Pass Certificate

C) UNSKILLED LABOUR: No qualification

- As on 31.01.2015 age should be between 18 to 45 years for UNSKILLED labour and 18 to 40 years for SKILLED, SEMISKILLED Labour.
- The SKILLED, SEMISKILLED & UNSKILLED labour should be physically fit to do the entrusted job.
- It is the sole responsibility of AGENCY to strictly comply with all statutory provisions in force pertaining to the manpower deployed, in regard to the recruitment relaxations/concessions applicable and /or notified by the appropriate Government authorities, in respect of age, community /caste, class, educational qualifications, percentage of marks, job experience, economical background etc. from time-to-time, during the currency of Contract.

ANNEXURE - C

DETAILS OF MANPOWER REQUIREMENT

Tender No: ECIL:CP:GH/PT-124

DUE DATE: 23.05.2015

Date: 17-04-2015

UPTO: 14:00 hrs

Sl.No.	Description/Designation	Number proposed by ECIL
A	HOUSEKEEPING	
1	Supervisors	2 – Skilled (for Guest House)
2	Cleaners	7 – Unskilled
B	CATERING SERVICES (Guest House)	
1	Cooks/Asst.Cooks	2 – Skilled 1 – Semi-skilled
2	Stewards Bearers	2 – Skilled 3 – Semi-skilled
3	Cleaners/Helpers	2 – Unskilled
	TOTAL	

Earnest Money Deposit (EMD) = Rs 94,000.00

P.S.: Sets of Uniforms & Shoes for all Labour to be included in the Bid.
Minimum Wages and statutory requirements i.e PF, ESI, Bonus etc at Central Govt. rates as on date of bid for the requisite category of skilled/semi skilled/unskilled workers to be ensured.

- Housekeeping includes Guest House and visitors gallery/lounge at Admin Building ECIL

ANNEXURE- D**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:		
		Office Address	
		How old is the office as on tender closing date	
		Telephone No. (land line)	
		Fax No.	
		Email Id:	
		Documentary proof attached	
5	Present Strength of Registered Manpower with Qualification (Attach list of Technical Manpower with name, qualification age) Detailed Grade wise Manpower should be furnished,		
6	Payment of Wages and Deduction fulfilling the Statutory payments like PF, ESI.		
7	Track Record		
A	Total number of Similar Orders executed by the Bidder in 2013-2014 (Please attach Copy or orders and Job Completion Certificate/ Yearly Completion Certificate, for ongoing contracts. a) contracts each worth of Rs. 30,00,000 or more.		
B	Total number of Similar Orders executed by the Bidder in 2012-2013 (Please attach Copy or orders B and Job Completion Certificate/ Yearly Completion Certificate, for ongoing contracts. a) contracts each worth of Rs. 30,00,000 or more.		
C	Total number of Similar Orders executed by the Bidder in 2011-12 (Please attach Copy or orders and Job Completion Certificate/ Yearly Completion Certificate, for ongoing contracts. a) contracts each worth of Rs. 30,00,000/-		
8	Financial Capacity (Please furnish audited documents)		
	Turnover 2013-14		
	Profit/Loss 2013-14		
	Turnover 2012-13		
	Profit/Loss 2012-13		
9	Service tax registration Certificate (Attach Cert.)		

10	Income tax Clearance Certificate OR COPY OF IT RETURN WITH PAN (Attach document)	
11	Your Banker's Name, Branch and Account Number.	
12	EMD Details	Amount Rs:_____ BG/DDB If DD Bank: Branch: DD No. Date: Payable at:
13	Tender document fee: NIL	Amount Rs: _____DD No. Date: Bank: Branch: Payable at
14	Affidavit for Non Prosecution submitted as Annexure – H	Yes / No
15	Compliance Statement submitted as Per Annexure – I	Yes / No

Signature, Date & Seal of the Bidder

ANNEXURE - E

Tender No: ECIL: CP: GH/PT-124
Date: 17-04-2015

DUE DATE: 23.05.2015
UPTO: 14:00 hrs

LOCATION AND DETAILS OF ECIL GUESTHOUSE IN HYDERABAD

Address and Location	ECIL Guest House Near ECIL Cross Roads, Kushaiguda, Hyderabad – 500 062. Ph: 040-27122458 27182239
Number of Rooms: A) Main Guest House	08-VIP Rooms (Single Bed) 13-A C Rooms(Double Beds) 02- Non A C Rooms(Double Beds)
B) Guest House Annex	06- A C Rooms (Double Beds)
Dining	Halls -Two A C Dining Halls
Kitchen	One
Reception Lobby	One
Contact Phone Numbers	040- 2712 2458 040- 2718 2239
Visitors Gallery/Lounge	ECIL Admin Building

The Contractor is requested to visit the above site before quoting for the tender.

ANNEXURE –E(Part-A)**PRICE BID**

Tender No: ECIL:CP:GH/PT-124

DUE DATE: 23.05.2015

Date: 17-04-2015

UPTO: 14:00 hrs

Sr. No.	Description/ Designation	Number proposed by ECIL	Total Rate per month in Rs
A	HOUSEKEEPING of Guest House & Visitors Gallery/Lounge at Admin Building, ECIL.		
1	Supervisors	2 - Skilled	
2	Cleaners	7 – Unskilled	
3	Cost of Cleaning Material (with Breakup) per month		
4	Cost of Laundry, *** (details placed below)		
	SUB TOTAL AMOUNT Per Month for A		
B	CATERING SERVICES		
1	Cooks/Asst. Cooks	2 – Skilled 1–Semi skilled	
2	Stewards Bearers	2 – Skilled 3–Semi skilled	
3	Cleaners/Helpers	2 – Unskilled	
4	Miscellaneous Costs		
	SUB TOTAL per month for B		
5	TOTAL COST OF THE CONTRACT (A + B)		

P S :

- 2 sets of Uniforms & Shoes for all employees to be included in the Bid.
- Minimum Wages and statutory requirements i.e PF, ESI, Bonus etc at Central Govt. Rates as on date of bid for the requisite category of skilled/semi skilled/unskilled workers to be ensured.
- Prices Quoted will be exclusive of Taxes.
- Taxes will be reimbursed on receipts as at actuals.
- Miscellaneous costs to include cost of 2 sets of uniforms & Shoes for all employees, Agency commission and any other cost.
- L 1 will be decided on Total Cost of the contract
- Guest House to be managed on round the clock 365 days basis.
- Including sweeping & Mopping of Visitors Gallery cum lounge at Administrative Building everyday.

***** For Laundry**, please quote unit rate for single bed sheet, pillow covers, bath towel, woollen blanket (approximately 200 bed sheets, 150 pillow covers, 150 bath towels, 10 woollen blanket will be there in a month).

ANNEXURE - E (Part-B)

Tender No: ECIL:CP:GH/PT-124
Date: 17-04-2015

DUE DATE: 23.05.2015
UPTO: 14:00 hrs

CATERING CHARGES

Sl.No.	Description of the items	Contractor's unit Rate in Rs.
01	Tea/Coffee/ Milk - Everyday	
02	<u>Breakfast – Everyday</u> a) Puri + Alu Curry (4Nos) b) Idly + Chutney + Sambar (2 Nos) c) Dosa + Chutney (1 Nos) d) Utappam (2 Nos) e) Vada + Chutney + Sambar (2Nos) f) Upma + Chutney g) Parota + Curry (2Nos) (Any 2 items to be served everyday) Tea/Coffee/Milk	
03	<u>Breakfast-Extra</u> (any one item should be served for the quoted rates) a) Bread with Butter and Jam (4 Slices) b) Cornflakes with Milk	
04	<u>Vegetarian Lunch</u> (everyday) Soup Chapathi/Pulka/Puri, White Rice, Veg Pulav Two Veg. Curries, Dal/Sambar, Rasam Pickle, Papad, Salad, Curd Banana and one sweet	
05	<u>Vegetarian Dinner</u> (everyday) Chapathi/Pulka/Puri, White Rice, Two veg. Curries, Dal/Sambar, Rasam, Pickle, Papad, Salad, Curd	

Notes:

- Please quote on unit cost basis for 20 Breakfast, 40 Lunches and 20 Dinners everyday (except Saturday, Sunday).
- As the costs will be paid for by occupants, ECIL reserves the right to lay down the rate from time to time.

ANNEXURE - F

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 Housekeeping and Catering Services at ECIL Guesthouse.

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 .

Contd...2

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.

ANNEXURE – G

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

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address), (herein after called the 'Guarantor'), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part, and

Electronics Corporation of India Limited, (a Government of India 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 _____ (Agency/company name and address) (herein after referred to as the "AGENCY") was awarded a Purchase Order/contract No. _____ dt. _____ (hereinafter referred to as the "Purchase Order/contract") by the Company for Housekeeping and Catering Services at ECIL Guesthouse.

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 AGENCY.

And whereas the AGENCY has approached the Guarantor and in consideration of the arrangement arrived at between the AGENCY 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 AGENCY 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.

Contd...2

2.The decision of the Company whether any default has occurred or has been committed by the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 not withstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said AGENCY 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 AGENCY and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after 12 (months) from the date of completion of the Purchase Order/contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

Contd...3

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 AGENCY or the Guarantor shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the AGENCY 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 AGENCY 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 executants 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.

ANNEXURE - H

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:GH/PT-124

DT: 17.04.2015

“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 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

(Authorized Signatory)
Date:

ANNEXURE - I

Tender No: ECIL:CP:GH/PT-124

DT: 17.04.2015

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)