

ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

PHONE NOS. 27121320/27182251/27182208

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

TENDER FOR EMPANELMENT OF SUPPLIERS
OF PROVISIONS LIKE RICE, DHALS, OIL, PULSES etc. TO ECIL CANTEEN.

BIDDER 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 A DEMAND DRAFT FOR Rs.2000/- PAYABLE AT HYDERABAD IN FAVOUR OF "ECIL", HYDERABAD TOWARDS COST OF TENDER

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

PROCEDURE FOR APPLY OF EMPANELMENT

Phase – I

1. Read all the details mentioned in the 'Notice Inviting Expression of Interest(EOI).
2. Take a print of the letter shown at Annexure – V on your organization's letterhead and submit with all relevant enclosures.
3. Enclose an A/c payee Demand Draft (DD) for Rs.2000/- (Rupees Two Thousand only) drawn on any nationalized bank and payable to ECIL, towards cost of tender document. Documents received without DD will be rejected summarily.
4. Put all documents in a sealed envelope and address it to DGM, Corporate Purchase, ICD Building, ECIL (PO), Hyderabad - 500 062, (AP). On top of the envelope indicate that the application is being submitted for expression of interest for supply of Provisions.
5. Two sealed covers are to be kept in a separate cover that is one is for techno-commercial bid and other one is for demand drafts, again both covers are kept in big cover super scribing tender no due date etc. The envelope is to be sent preferably by Regd. Post or Speed post to reach DGM, Corporate Purchase, at the address mentioned at para 4 above within the specified date and time. Envelopes may also be sent through a representative of the company for dropping in the tender box kept in the office of DGM, Corporate Purchase, ICD Building, ECIL, Post, Hyderabad-500 062.
6. Opening of envelopes will be done at 14.30 hrs on the last date announced for receipt of Expression of Interest. Amendments if any, will be hosted on the ECIL website only. Vendors are requested to refer the ECIL website from time to time (till the last date announced).

Phase – II

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

Phase – III

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

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

**TENDER NOTICE No.ECIL:CP:PROV:PT-118:X:14-15, DATED:13.03.2014
DUE DATE:07.04.2014 TIME: Before14.00 hours**

‘NOTICE INVITING EXPRESSION OF INTEREST’

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

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

The approximate value of required provisions is Rs.140 Lakhs per year (for about 2500 meals per day) the details of which are as per the Annexure - I. Items/quantities given are only tentative, actuals may vary as per requirement.

Tender Schedule	
Date, Time and venue of Pre Bid meeting: For any Clarifications Please Contact: Shri N.Nageswara Rao, DGM (CP), Phone No. 27182208 / 27121320. or Sri P. Venkateswarlu, PM (CP) Phone No. 27182251. Email Id: corppur@ecil.co.in	On 24.03.2014 at 14:00 hrs at ICD Conference Hall, ICD Building, ECIL, Hyderabad – 500 062.
Last Date for receipt of request for clarifications from vendors.	Date: 26.03.2014
Publication of Corrigendum in ECIL Website, if required.	Date: 29.03.2014
Last date for the submission of bids to DGM, Corp.Purchase, ICD Building, ECIL Post, Hyderabad – 500 062	Before14:00 Hrs. on 07.04.2014.
Date, Time and venue of Opening the Techno-Commercial Bid. Tenders will be opened in the presence of Tenderers	At 14.30 hrs on 07.04.2014 At ICD Conference Hall, ICD Bldg., ECIL, POST, HYD - 62. Participants in the Tender Opening should have authorization letter from the Tenderers.
Place of opening of Price bids	Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad – 500 062 (The date, time & venue of Price Bids opening will be intimated later through e-mail to the (Empanelled vendors)

Terms & Conditions are as follows:

1. **Eligibility Criteria:** The bidders eligibility to make an offer will be based on the following criteria which should be supported with documentary proof.
2. The Prospective Vendor (in short 'PV') shall be a Sole Trader / Partnership firm, Registered Company, a Cooperative Society, registered body like Partnership Company, Society etc. with Minimum Annual Sales Turnover of Rs.3crores of which not less than Rs.1.5Crores shall be in respect of Provisions, Dhals etc intended to be procured by the Company and having Office/Registered Office / Local Office / point of supply located within 60 kms (approx) radius to ECIL Canteen. (The PV may make physical visit to the canteen to have first hand idea about the location). The PV shall submit its request for Empanelment along with Annexures I to VI and IX to XI duly filled in and further enclosing therewith all supporting documents without which Expression of Interest is liable to be rejected; decision of the Competent Authority in this regard shall be final and binding.
3. The Company would make an evaluation as decided by the Competent Authority. Accordingly the names of the Vendors for inclusion in the Empanelment list would be finalized by the Competent Authority. In case the number of eligible expression of Interest after evaluation are more, all the eligible expression of Interest would be ranked in order of the total weight age points scored and the Company has the right to decide to empanel only such number of PVs as it decides necessary. Thereafter the Company informs the eligible PVs about their being considered for inclusion in the Panel and payment of Security Deposit for an amount of Rs.1,00,000/-(Rupees One Lakh Only) or furnish Performance Bank Guarantee (PBG) of Rs.1,00,000. The Performance Bank Guarantee (PBG) shall be submitted in the format as per annexure –VIII for issuing Letter of Empanelment. A PV becomes an Empanelled Vendor (EV) only after payment of requisite Security Deposit and issue of such Empanelment Certificate by the Company. This empanelment is only for the limited purpose of developing a list of prospective vendors and does not indicate any commitment by the company to accept supplies from such EVs.
4. The empanelled list will be valid for a period of Two years and may be extendable upto one year on mutual consent. However, the company reserves the right to review the empanelled list periodically by way of addition of new vendors or deletion of the EV by giving two months prior communication to such vendors based on the Company requirements. The company also reserves the right to scrap the total list of EVs by giving two months prior intimation in the interest of the company.

5. Any EV can request for delisting its name from the Panel with two months notice. The company may accept such request and settle any amounts due to it subject to deduction of any amounts due to the company as per the terms of the contract / agreement with ECIL in respect of delayed supplies, rejected supplies etc.
6. After the completion of Empanelment process, the Company sends Enquires to all EVs with details of provisions required to be supplied during the 'supply Half yearly' basis starting from 1st of the month. The EVs have to quote item-wise rates and values in the specified format only and submit the Price bid in a sealed envelope. The rates quoted shall include all taxes and duties including freight, loading and unloading at its own cost i.e. all inclusive Single Delivered Rate to ECIL Canteen. Such rates quoted shall be valid during the 'Supply Half yearly' as per enquiry and cannot be increased in between for whatever reasons.
7. It is to be noted that ECIL requires Branded/Agmark of best quality and cleaned materials only. Similarly delivery of the provisions in time is the essence of the contract.
8. It is to be noted that all the items in the Enquiry need to be compulsorily quoted and non-submission of rate for any of the listed items renders such price bid liable to be rejected in total. If any EV does not submit valid offers continuously for three times, such EV gets automatically delisted from the panel and Security Deposit of such EV would be forfeited.
9. All the EVs have to submit their quotation in a Sealed Envelope properly addressed as mentioned in the enquiry and drop the same in the Tender Box kept in corporate purchase, ICD Building on or before the date specified in the Enquiry/or as extended. (For specified items one set of samples have to be supplied along with the price quotes).
10. Since Canteen forms a sensitive area of operation of the company involving industrial relations, quality and timely supplies are the essence and in view of the peculiar situation whereby quality cannot be tested before unloading of various items, it is to be noted that the company has the right to reject any of the supplies received and unloaded inside the premises and which do not meet the quality requirements / or not matching with the samples provided along with quotation. Further, the Company has the right to make Risk Purchase after due intimation to the vendor, for the supplies not received in time or rejected as above and recover the additional cost from any bills or security deposit payable to the EV. Further the responsibility to collect back the rejected supplies within TEN days of intimation, at its own cost, lies with the EV.
11. Evaluation of L1 Vendor for ordering will be made based on the total quoted value in respect of all the enquired provisions and the EV with the lowest total quoted value will be treated as L1 Vendor for that particular period supply for placement of Order. One or more parties may be awarded contract, subject to matching L-1 rate and the total volume of business will be distributed with higher share for L-1 party.

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

19. **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, AP.
20. **JURISDICTION OF COURTS:** The courts for ECIL, Hyderabad, jurisdiction shall only have exclusive jurisdiction.
21. For effective implementation of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 notified under MSME Act, 2006, We need details of your Organization whether MSME Sector (including MSEs owned by SC/ST Entrepreneurs). Please provide the same along with techno-commercial bid.

(N. NAGESWARA RAO)
Dy. GENERAL MANAGER
CORPORATE PURCHASE

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

Sl.No	Description of Items	Brand	Unit	Approx. Qty per year.
1	Sona Masuri Rice of 6 month old	Sona Masuri	QTL	1200
2	Wheat Atta	Minar	QTL	300
3	Mumbai Rawa	Sri Krishna Gold	QTL	100
4	Sugar	S – 30	QTL	120
5	Toor Dhal	Tandur big Gram	QTL	200
6	Urid Dhal		QTL	200
7	Chana Dhal		QTL	40
8	Moong Dhal		QTL	60
9	Fried Dhal		QTL	70
10	Idli Rawa		QTL	150
11	Crystal Salt		QTL	120
12	Wheat Rawa		QTL	50
13	Sun Flower Refined.Oil	Agmark	15 Kgs. Tin	2000
14	Dalda	Vanspathi	Kgs	600
15	L G (Hing) of 50 Grams (Pack)		PKT	500
16	Table Salt	Idoised	QTL	30
17	Tamarind		KG	4000
18	Dry Chillies		KG	1500
19	Chilly Powder	Agmark	KG	1800
20	Haldi Powder	Agmark	KG	500
21	Jeera		KG	1200
22	Milk Powder	Every day	KG	120
23	Menthi		KG	120
24	Mustard (Rai)		KG	1500
25	Dhaniya Whole	Agmark	KG	600
26	Dhaniya Powder		KG	500
27	Elaichi		KG	15
28	Lavang		KG	15
29	Dalchini		KG	50
30	Shajeera		KG	15
31	Dry Coconut		KG	700
32	Poppy Seeds		KG	200
33	Till Seeds		KG	300
34	Dry Peas		KG	600
35	Black Pepper		KG	100
36	Ground Nut		KG	5000
37	Jaggery		KG	800
38	Kabuli Chana		KG	200
39	Bay Leaves		KG	50

We are prepared to supply all items listed above.

Date :

Signature of the Authorised Person with
Name & Stamp

Annexure – II

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

Sl.No.	ITEM	DETAILS
1	NAME OF THE SUPPLIER AND ADDRESS	
2	a) Registration status of the Unit i.e. Sole Trader / Partnership Firm / Limited Company / Co-operative society etc	
3	a) Address of Office/Regd./Corporate office with Land Line/Mobile/Fax/e-mail and approx. distance from ECIL Canteen	
	b) Address of Local office, if any, with Land Line/Mobile/Fax/ e-mail name of the contact person and approx. distance from ECIL Canteen	
	c) Location and address of godown etc from which proposed supplies will be made and approx. distance from ECIL Canteen	
4	Names of the Managing Partner/ Managing Director/ CEO of the Prospective Vendor with Land Line/Mobile/Fax /e-mail.	
5	Annual Sales Turnover in Rs. Lakhs for each Financial Year (only latest three years will be considered). Enclose copy of audit reports	
	2010 – 11	
	2011 – 12	
	2012 – 13	
6	Any other relevant Information	

Date :

Signature of the Authorised Person with
Name & Stamp

Annexure – III

LIST OF CUSTOMERS WITH VALUE OF PROVISIONS SUPPLIES ETC (Additional Sheets can be enclosed as per requirement)				
Sl.No.	NAME WITH ADDRESS	2010 – 11 Rs. in lakhs	2011 – 12 Rs. in lakhs	2012 – 13 Rs. in lakhs
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				

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

Date :

Signature of the Authorised Person with Stamp

Annexure – IV

CERTIFICATE

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

With address

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

Financial Year	Total Sales Turnover as per Audited Accounts Rs. in lakhs	Sales Turnover of Provisions, pulses etc out of Total sales Turnover Rs. in lakhs	Remarks, if any
2010 – 11			
2011 – 12			
2012 – 13			

Date :

Signature of Auditor
With ICAI Membership No.and Stamp

Annexure – V

(On Vendor's LetterHead)

To,

Date :13.03.2014

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

Dear Sir,

Sub: Request for Empanelment-Reg

This refers to your advertisement calling for Expression of Interest for making supplies to your canteen.

All the terms and conditions mentioned in your 'Notice Inviting Expression of Interest' are acceptable.

Kindly empanel our firm for supplying Provisions.

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

Thanking you,

Yours truly,

Signature and seal of authorised
person

Annexure – VI**DOCUMENTS TO BE ENCLOSED****NAME OF THE PROSPECTIVE VENDOR & ADDRESS:**

01	Name of the organization	
02	Office details / Registration No. & Date. (copies of partnership deed / Certificate by Registrar of Companies / Co-op Societies etc) to be enclosed	
03	Financial Statement i.e. Annual Report / Audited Profit & Loss A/C and Balance Sheet for the last 3 Financial years are enclosed. (only latest 3 years will be considered)	
	2010 – 11 2011 – 12 2012 – 13	
04	Income Tax Returns for the corresponding years	
	2010 – 11 2011 – 12 2012 – 13	
05	Sales Tax Returns for the corresponding years	
	2010 – 11 2011 – 12 2012 – 13	
06	VAT Registration Certificate	
07	Customers List and Past supply performance vide Annexure – III along with PO/ Contract copies	
08	Copy of Notice Inviting Expression of Interest duly signed on each page denoting acceptance of all the terms and conditions as compliance statement as per Annexure – XI.	
09	Tender Document Fee: DD No: Date: Bank Name: Branch: Amount: Drawn On:	
10	EMD Details: Bank Guarantee / Demand Draft If DD,D.D. No: Date: Amount: Name of the Bank: Branch: Drawn On:	
11	Your Bank Details: Name of the Bank: Branch: Account No: Type of Account:	
12	PAN Card (Copy to be Enclosed)	
13	Declaration of Non-prosecution as per annexure – IX (Copy to be Enclosed)	

Signature of the Bidder, Date and Seal

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

Now by this Guarantee we the undersigned on behalf of _____ (name of the Bank, name of the Branch and address), hereinafter called as the 'Guarantor' whose registered office is at _____ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to the Company, of the sum of Rs. _____ (Rupees _____) as Earnest Money Deposit to indemnify the Company in case of default by the Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to the Company as set forth in the enquiry valid and unaltered until _____ days from the date of the bid i.e. up to _____ and/or refused to sign a formal agreement/contract in accordance with the terms of the tender or after having signed the agreement/contract does not perform the purchase order/contract when awarded, then this obligation remains in full force and effect, otherwise to be null and void.

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

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

We, _____ (name of the Bank), agree that our liability to pay is not dependant on conditions on the Company proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by the Company merely on claim being raised by the Company and even before any legal proceedings are taken against the Bidder.

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 upto _____ (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 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 - VIII

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

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

And

Electronics Corporation of India Limited, (a Government of India Enterprise), a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O) Hyderabad – 500 062, (hereinafter called the 'Company'), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the Other Part.

Whereas M/s _____ (Empanelled vendor/ company name and address) (herein after referred to as the "E.V.") was awarded a Purchase Order/contract No. _____ dtd _____ (hereinafter referred to as the "Purchase Order/contract") by the Company for supply of Provisions.

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

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

Now this Deed witnesses as follows:

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

Cont:: 2::

2. The decision of the Company whether any default has occurred or has been committed by the E.V. in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order/contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the E.V. making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the E.V. admits or denies the faults or questions the correctness of any demand made by The Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order/contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said E.V. and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order /contract and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor hereunder shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the E.V. or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said E.V. or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.
4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order/contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order/contract have been fully and properly carried out by the E.V. and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after 12 (months) from the date of completion of the Purchase Order/contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

Witness:
(Guarantor)

Signed for and on behalf of the Bank

1.

2.

ANNEXURE – IX

AFFIDAVIT
TOWARDS DECLARATION OF NON PROSECUTION AND NO PENDING
LITIGATION

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

Sub: Your Tender Notice No. ECIL:CP:PROV:PT-118:X:14-15, DATED:13.03.14

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

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

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

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

(Authorized Signatory)
Date:

ANNEXURE – X

Tender No: ECIL:CP:PROV:PT-118:X:14-15,

DATED:13.03.2014

Declaration Form

(To be enclosed with Techno-commercial Bid)

Name of the Tenderer

Address of the Tenderer:

(To be filled in by the tenderer)

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

Yours faithfully,

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

ANNEXURE -XI

Tender No: ECIL:CP:PROV:PT-118:X:14-15,

DATED: 13.03.2014

Compliance Statement
(To be enclosed with Techno-commercial Bid)

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