

TERMS & CONDITIONS

AND

SPECIFICATIONS

FOR

**TENDER NO.
C-DOTB/TENDER/2019-
2020/001(C)**

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1. Introduction

C-DOT is a registered scientific society set up by the Govt. of India for pursuing research in Telecommunications. C-DOT invites sealed quotations from reputed manufacturers / OEMs / Authorized Distributors / Authorized Agents / Authorized Representatives / Authorized Commercial Enterprises in India and abroad from reputed manufacturers for supply, installation, testing, commissioning, warranty and after sales support of the items given in this document for our Bangalore office.

2. Invitation for Bids

Sealed tenders are invited for Electronic Load Generator-5KW as per technical specifications attached in section 5.1

SL.NO	Item	Qty	Specifications
1	Electronic Load Generator-5KW as per technical specifications enclosed	2 nos	As per tender document

3. General information & Instruction to bidders

3.1. C-DOT, Bangalore invites e-bids from eligible bidders through e-Procurement CPP portal for supply of items listed in section 5.1 of this RFP on TWO BID SYSTEM.

PURCHASE GROUP

Centre for Development of Telematics (C-DOT)

Electronics City, Phase I, Hosur Road,

Bangalore 560 100

Tel No.080-25119568/25119590

Fax No.080-25119572

Email: tender@cdot.in

3.2. Bidders have to submit bids online as per tender documents available on the website. Bids sent by FAX, email or offline mode will not be considered

3.3. Bidders shall also attach scanned copies of all the requisite documents i.e. proof of submission of Tender Fee/Earnest Money Deposit (EMD) and other certificates/documents

specified in the tender document. Bidders are requested to upload the Technical documents of their products as a part of Technical Bid. However, the bidder shall provide any additional technical document if required by Technical Evaluation Committee.

3.4.The schedule of opening of bids is as follows :

Last date for submission of queries	: 05-06-2019 upto 14:00 Hrs
Pre bid meeting	: 06-06-2019 From 12:00 Hrs
Last Date of Bid Submission	: 21-06-2019 Upto 14:00 Hrs
Technical Bid Opening	: 24-06-2019 @ 14:30 Hrs

3.5.Any queries related to this tender shall be entertained only by means of formal official letter or emails (tender@cdot.in) on or before the late date for submission of queries. Any queries with regard to the above tender shall be entertained only by means of formal official letters **on or before 14:00 hrs 05.06.2019. No Technical and Commercial queries shall be entertained after 5th June, 2019.** It may be noted that it is the sole discretion of C-DOT to consider the same or not and to reply only if it is deemed necessary.

3.6.Replies to all Queries/Corrigendum (if any) shall only be up-loaded in CPP portal & www.cdot.in. websites and will not be published in newspapers. Bidders are advised to check the website before submitting the Tender.

3.7.Tender fees of Rs1050/- or [US\$ 25] payable by way of DD favoring C-DOT, Bangalore to be submitted to C-DOT and scanned copy of this DD to be uploaded in the portal along with technical bid.

3.8.The EMD @2% of your total quoted value (including all applicable Taxes) should be physically submitted before the due date in the sealed cover specifying tender number, item and due date. Bidders are required to upload the scanned copy of the acknowledgement of EMD submission.

3.9. Bids without Tender fee and EMD shall be rejected outright. However, EMD is exempted for Government bodies/PSU, SSI/SME organization on production of relevant proofs

3.10. EMD should be submitted by way of crossed DD or by way of Bank guarantee favoring C-DOT, Bangalore. EMD in the form of fixed deposit is not acceptable.

3.11. EMD amount will be returned interest free, to unsuccessful bidders within 6 months from the closing date of the tender or award of contract, whichever is later. The Bank Guarantee shall be valid for 6 months from the last date for submission of bids.

3.12. EMD amount shall be forfeited to C-DOT in the following cases without any further intimation

3.12.1 If, after submission of bids, the tenderer fails to honor the Purchase order or refuses to comply with any/all the terms and conditions of tender

3.12.2 If the tenderer withdraws the offer during the validity period

3.12.3 If the tenderer fails to submit 10% Performance Bank Guarantee

3.13. Tenderers are requested to study the terms and conditions of the Tender carefully and then submit their tenders accordingly. Any tender/quotation received against this tender and any Purchase Order/Work Order/Annual Maintenance Contract resulting from this tender shall be governed by the terms and conditions indicated in this tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same unconditionally

4. Standard terms and conditions

4.1. The tenderers should either be direct manufacturers or direct Indian arm / Office of the Manufacturer or the Authorized Indian Representatives of the Foreign Principals. The date of such authorization should be current **as on the date of announcement of this tender** and should have a validity of at least six months, after the closing date of the tender.

- 4.2. It is necessary that the Principal Supplier [OEM] shall either have direct presence in India or have an authorized Distributor / Representative in India, and that such offices shall be equipped with adequately trained skilled staff, who can undertake warranty support, repairs, calibration and routine maintenance of the tendered equipment.
- 4.3. The interested tenderers are required to enclose the following documents along with the technical part.
- 3.1. Details of Registration under Shops & commercial Establishment
 - 3.2. Details of Registration with Registrar of firms/Registrar of companies
 - 3.3. GST registration copy
- 4.4. Vendor should mandatorily enclose authorization letter from the Principal else quote will not be considered.
- 4.5. The Technical Part should contain information on specifications, design, hardware, capacity and other relevant technical details conforming to C-DOT requirements in total.

Sl.No.	Technical part should contain
a.	Tender fees of Rs1050/- or [US\$ 25] payable by way of DD favoring C-DOT, Bangalore to be submitted to C-DOT and scanned copy of this DD to be uploaded in the portal along with technical bid.
b.	The EMD @2% of your total quoted value (including all applicable Taxes) should be physically submitted before the due date in the sealed cover specifying tender number, item and due date. Upload the scanned copy of the acknowledgement of EMD
c.	Technical quote mentioning the details of make & model quoted, specifications, design etc.
d.	Data Sheets/Technical literature/Catalogues
e.	Year of launch of the Software/equipment/EOL of the equipment
f.	Client list
g.	Technical Compliance as per Annexure–I. Proper cross-reference to be explicitly indicated in the compliance statement.
h.	Tender Acceptance Letter as per Annexure – II

i.	Authorization certificate from the OEM specifically indicating our tender reference.
j.	Letter Accepting for submission of Bank Guarantee for 10% of the PO value valid for the warranty period in the event the PO is placed. Alternatively, 90% payment shall be released and balance 10% after expiry of warranty period. Bids not complying to this clause shall be commercially rejected.

- 4.6. It is imperative to note here that the technical part should be accompanied by scanned copy of all data sheets, technical literature, compliance chart and catalogues for each item. The suggested ordering information (BOM with supplier part nos.) to match C-DOT specifications must be indicated in the technical part.
- 4.7. Tenderers shall submit a list of clients in India and abroad, to whom they have supplied the equipment/items. This list should clearly enunciate the address of the premises / location of the equipment, where such equipment/software is installed, along with the names of the contact persons and their phone nos./fax nos./e-mail ids .
- 4.8. Technical part should contain compliance chart against our technical specifications as per Annexure I. Bids without Compliance Chart shall not be accepted.
- 4.9. All columns should be clearly filled up and, if more than one model is being quoted for, then different bids should be submitted for each model. Please do not fill only as “Complied” in column 3, but, also indicate the quantitative specifications. Please highlight the quantitative specifications in your data sheet / technical literature. If space is not sufficient, then additional sheets may be used.
- 4.10. Apart from the above, the year of launch of the equipment / software quoted in the international market must also be indicated in the technical as well as in the commercial part, along with estimated life of the equipment and estimated years of support availability for the equipment.
- 4.11. Technical Compliance statement for the tendered item is a pre-requisite for

evaluation. Therefore the same must be submitted with the technical part. Any falsification / suppression of facts in the compliance statement would lead to the rejection of the quote, along with forfeiture of the E.M.D. Corresponding to each technical specification in the compliance statement, relevant serial no. / page no. / line no. etc., in the data sheet should be indicated.

- 4.12. Bidder to quote in the same tabular column as the specifications sheet with appropriate OEM part numbers against the requirement to enable speedy technical evaluation. Vendor should not submit their quote in any other format.
- 4.13. Incomplete quotes and quotes without data sheet will not be considered
- 4.14. Technical compliance shall be provided with model no. and OEM data sheet marking the compliance as per CDOT specs. If any missing items are there for which commercial offer is not covered and the same is required for functioning of the equipment/s, the same needs to be supplied free of cost.
- 4.15. The bidder shall make a detailed Presentation & demonstration to C-DOT, covering the features of the items being quoted at the time of technical evaluation if required
- 4.16. Price comparison shall be based on the item cost with mandatory warranty period indicated in the specifications as per BOQ.
- 4.17. All overseas banking charges shall have to be borne by the supplier. No relaxation shall be permissible in this regard. No amendment with respect to the above will be entertained. This is for direct imports by C-DOT. Harmonized Synchronized System Number (HSS) should be given for all items quoted. For details, please refer Import Export Policy and Custom Tariff / Excise Tariff of India. If any license is required by C-DOT for import, then the same should be informed to C-DOT.
- 4.18. Installation & commissioning /configuration of the equipment as per end-user requirement is responsibility of the vendor.

- 4.19. Tenderers shall be required to provide complete assistance/guidance at site during the site preparation and installation & commissioning
- 4.20. Inspection: Materials, on their arrival at C-DOT, will be inspected for quality and quantity by C-DOT officials and their decision in the matter will be final and binding. The rejected material/s will need to be collected by the supplier within a reasonable period of time for replacement from our premises and all the charges on the same including packing charges will have to be borne by the supplier only.
- 4.21. In case of imports, replacements need to be received by C-DOT (on pre-paid freight basis) and only then will the supplier be allowed to collect the rejected materials from our premises. In case we do not receive any response to our letters soliciting the suppliers to collect the rejected material even within 16 weeks from the receipt of the rejected material at C-DOT, the same may be disposed off by C-DOT through auction, and the proceeds of such an auction shall be treated as earnings to C-DOT.
- 4.22. Training on the usage of the equipment/software should be provided free of cost to authorized personnel of C-DOT for a duration mutually decided. The nature of training and its modules must be detailed and spelt out.
- 4.23. The scope of the tender includes Installation and Commissioning, warranty support and training (as indicated in the specifications) given in this document. The same shall be the responsibility of the supplier or their authorized Indian Agents / Distributors / Representatives.
- 4.24. In case the Purchase Order is placed on the Principal Supplier through their authorized Indian Agent / Distributor / Dealer and in the event the authorization of the Indian Agent / Distributor / Dealer is withdrawn from the Principal Supplier, then it shall be the responsibility of the Principal Supplier to continue providing the services and support to C-DOT either directly or through their appointed Indian Agent / Distributor / Dealer.

- 4.25. In other words, the responsibility of the compliance to the C-DOT Tender Terms & Conditions and of providing unconditional technical support shall entirely rest with the Principal Supplier, even though the EMD / Performance Bank Guarantee might have been submitted by the erstwhile, current or any prospective locally authorized agent.
- 4.26. The Tenderers/ OEM shall be required to necessarily submit the Test Report /Self Certification clearly enunciating that the parameters / specifications to which they have shown compliance in the Compliance Chart have been technically met and adhered to. They should further certify that these parameters / specifications are within the quoted / specified limits and that the equipment / software being supplied is working satisfactorily. Such a certificate must be enclosed with the original Shipping Documents.
- 4.27. In case of any merger/acquisition, the Warranty/AMC and all terms and conditions of the Tender/PO shall be honoured for the period of contract
- 4.28. If, at any time, during the performance of the Purchase Order, the suppliers Encounter conditions impeding timely delivery of goods and performance of service, then they should promptly notify C-DOT, in writing, of the fact of the delay, the cause of delay and its likely duration. C-DOT shall evaluate the situation and at its discretion, decide to extend the suppliers, time for performance. C-DOT's decision will be final and binding.
- 4.29. C-DOT reserves the right to award work to deserving parties either in full/parts. The decision of C-DOT shall be final and unquestionable.
- 4.30. C-DOT reserves the right to reject/accept any part or full Tender(s) without any reason whatsoever.
- 4.31. As per C-DOT tendering procedures, in respect of hardware items (including the software items that may be embedded in the hardware), the successful tenderer(s) shall have to deposit a Security Deposit / Performance Bank Guarantee (PBG) equivalent to 10% of the total order value for a duration upto the 3 years warranty as stated in the specifications. The same can be deposited through a Crossed Demand Draft favouring

C-DOT or a Bank Guarantee as per the enclosed format in the tender document. In case of submission of Security deposit/Performance Bank Guarantee in the form of a Bank Guarantee, the same must be issued by an Indian nationalized bank or any prime international bank. If the performance bank guarantee / security deposit of the requisite amount stipulated in the purchase order is not submitted, the payments through Letter of Credit or Advance Draft/Sight Draft or any other mode shall not be made by C-DOT, even after the receipt of order acknowledgement,. Fixed Deposits shall not be considered as Performance Bank Guarantee.

4.32. In the case where a bank guarantee has been submitted against the PBG, the validity of the same should be equivalent to the warranty period from the date of acceptance of the item. The bank guarantee validity should, however, commence from the date of written acceptance by C-DOT, subsequent to installation & commissioning & acceptance at C-DOT. Since the bank guarantee has to be submitted before equipment supply, this objective shall be met by issuing necessary amendment to the bank guarantee later, after the date of written acceptance by C-DOT. If the Security Deposit is submitted towards faithful performance through a Demand Draft, then the same will be returned after the completion of the warranty period. The E.M.D. amount submitted by the successful tenderer will be returned to the supplier, only upon the submission of the security deposit/performance bank guarantee.

4.33. FORCE MAJEURE shall mean and be limited to War hostilities, riot or civil commotion, earthquake, flood or other natural physical disaster and restriction imposed by the Government or their statutory bodies which prevents or delays the execution of the contract. In the event of delay lasting over one month, if arising out of cases of Force Majeure, C-DOT will still reserve the right to cancel the order/contract.

4.34. Disputes, if any, arising out of the above tender will be referred to courts having jurisdiction over Delhi only and shall be subjected to Indian laws including the law relating to Consumer Protection.

5. Details of the Items/Services required

5.1 Schedule of requirement

5.2 Electronic Load Generator-5KW : As per the technical specification below Quantity required: 1 no.

5.3 Technical specifications

SNO	PARAMETERS	SPECIFICATIONS	
1.	Power In	Single phase AC 180-240Vac, Nominal 230Vac 48-52Hz, Nominal 50 Hz	
a.	Load support:	Load of 5KW to be supported at high voltages however load can be reduced (<5KW) at low voltage ranges.	
2.	Modes:	Must support both ranges:	
a.	Load	44.4V@113A (nominal)	11.1V@90A (min)
b.	Constant current (CC)	0-120A	0-100A
c.	Constant Resistance (CR)	400mΩ-1kΩ	120mΩ-1kΩ
d.	Constant Voltage (CV)	0-60V	0-15V
e.	Constant Power (CP)	0-5KW	0-1KW
3.	Resolution:		
a.	Voltage	0.1% or better	
b.	Current	0.1% or better	
4.	Protections:		
a.	Over Current	Cut-off and Alarm	
b.	Over Voltage	Cut-off and Alarm	
c.	Over Power	Cut-off and Alarm	
d.	Over Temperature	Cut-off and Alarm	
5.	Communication:	USB	
6.	Panels:		
a.	VFD/LCD	Standard	
b.	LED indications	Standard	
c.	Setting	Knob / push button	
7.	Others:		
a.	Short circuit test support	Mandatory	

b.	Battery testing	Mandatory
c.	Cooling	Natural or Internal forced air cool, No water cool
d.	If providing modular stackable load generator	Each unit must support minimum 2KW
e.	Weight	< 60Kg
f.	Warranty	3 Yrs
g.	Rack mounting	19" rack support, max 4U
h.	EMC compliant / self-certification	Produce certificates
i.	Accessories	Provide list e.g. Ethernet module, rack mounting kit, software, etc.

5.4 Delivery period

5.3.1 Expected Delivery period for supply of the item shall be would be 04 Months from the date of the Contract. Please note that the Contract can be cancelled unilaterally by C-DOT, in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of C-DOT

5.3.2 The tenderers must indicate the firm delivery date by which the materials will be dispatched by them from the date of receipt of C-DOT order.

5.5 Delivery Terms

5.4.1 For Indigenous supplies, the price quoted must be F.O.R C-DOT, Bangalore

5.4.2 Tenderers are requested to quote in foreign currency in case the same is being made available from their Principals abroad, on DDP C-DOT, Bangalore office premises . No other terms shall be acceptable

5.6 Consignee details

Centre for Development of Telematics (C-DOT)

Electronics City, Phase I, Hosur Road,

Bangalore – 560100

Karnataka State

5.7 Evaluation criteria of Bids

- 5.6.1 Bids are evaluated as per the sequence given below
- 5.6.2 Bids are evaluated for technical compliance by Technical Evaluation Committee(TEC)
- 5.6.3 Financial bids for the technically qualified vendors are only opened
- 5.6.4 Procedure for arriving at (Lowest Quoted Bidder) L1- the price comparison shall be made on landing cost (Basic cost + Freight/packing+ statutory levies) at C-DOT including warranty as per tender specifications.**

6. C-DOT Exemptions

- 6.1 C-DOT, being a public funded R & D organization, enjoys Customs Duty Exemption under Customs Notification No.51/96. Accordingly, the Tenderers are requested to ascertain the Customs duty payable for their respective item after utilizing the Customs Duty Exemption (CDE) certificate.
- 6.2 Any Additional Duties after utilizing our Exemption Certificates whatsoever, in case applicable shall be borne by the supplier only. C-DOT shall only provide Customs Duty Exemption Certificate under customs notifications 51/96 Only. Bidder are required to make note of it and quote accordingly.
- 6.3 Tenderers are requested to quote in foreign currency in case the same is being made available from their Principals abroad, on DDU/C.I.F. C-DOT, Delhi/Bangalore office premises . No other terms shall be acceptable.
- 6.4 C-DOT shall not be responsible for Customs clearance, inland transportation upto C-DOT Premises. The same has to be taken care by the supplier as stated above. Pl quote accordingly.
- 6.5 C-DOT shall only be providing Customs Duty Exemption Certificate as per the notification. The supplier is responsible to provide Cargo Arrival Notice (CAN) as soon as the shipment is landed in India. The supplier should ensure that a pre-alert with the invoice/packing list to be provided so that necessary time is given for preparation of Customs Duty Certificate (CDE). In case of any delay in providing/submission of the above documents and which attracts demurrage will have to be borne by the supplier.
- 6.6 C-DOT is a public funded R&D organization set up by the Govt. of India and Registered under GST. GST No is Bangalore – 29AAATC3895K1Z7 Delhi – 07AAATC3895K1ZD. Accordingly, C-DOT is entitled to avail benefits under the following GST Notifications viz. Notifications No. 45/2017 & Notification No. 47/2017.

7. Payment terms

7.1 In case of local/indigenous purchase :The normal payment terms of C-DOT is within 30 days from the date of supply/installation/commissioning subject to qualitative and quantitative acceptance as the case may be. C-DOT DOES NOT ACCEPT ANY REQUESTS FOR ADVANCE PAYMENT. Commercial Bids shall not be considered with Advance Payment terms.

7.2 In case of import purchase:

7.2.1 The payments in case of overseas suppliers are generally made through NET 30 days/ Sight Draft, Wire transfer(within 30 days) and/or through Letter of Credit (LC)at the discretion of C-DOT, depending on the value of the purchase order and in accordance with RBI guidelines. Payment shall be made within 30 days from the date of receipt and installation of the material in case of High Sea Sales shipment.

7.2.2 In the event the payments are made through L/C, then only the L/C charges of C-DOT's bankers shall be to C-DOT's account. However, all overseas/ beneficiaries' bankers' banking charges shall be to the beneficiary's account.

7.2.3 In case of the Tax Deduction at Source(TDS), the supplier has to take note that for all the import Purchases, the deductions will be made in accordance to the Indian Tax Law. ie., TDS as per Double Taxation Agreement(DTA). It is mandatory on the part of the supplier to provide us the Tax Residential Certificate(TRC), Form 10(F), Permanent Establishment(PE) certificate and Permanent Account Number(PAN) details for the above said tax remittance. In case, if the supplier is not in a position to provide these details then the additional financial implication (as applicable) for not providing such information will be charged to the supplier (the amount will be deducted) while making the payment. NOTE : THE SUPPLIER HAS TO GIVE EXPLICIT COMPLIANCE FOR THE ABOVE CLAUSE. It is specifically applicable in ALL Import cases for software and warranty.

7.2.4 In respect of Updates & Upgrade and other maintenance of Hardware and Software, Income Tax will be deducted at Source as applicable and necessary Income Tax Deduction Certificate will be issued by C-DOT at the end of the year.

7.2.5 The tenderers are advised to quote taking note of the above and any quote received as 'NETT' will be presumed as inclusive of applicable taxes only.

- 7.2.6 There will not be any further revisions/amendments/ relaxation permitted in this regard and the rates altered on this account. C-DOT will not be responsible for any demurrage on account of late submission/non-receipt of DO documents. Proper shipment pre-alerts to be intimated 2 weeks in advance along with proper invoices in order to prepare the Custom Duty Exemption Certificates.
- 7.2.7 In case the delivery schedules are not adhered to and the supplies get delayed beyond schedules, penalties shall be imposed on the vendor/tenderer by C-DOT and the penalty to be imposed will be @ 0.5% for every 01 week subject to the maximum being 5%. Of the total PO value. Delay beyond 10 weeks will be treated as an exception and C-DOT reserves the right to impose additional penalty at its discretion.
- 7.2.8 In case the tenderer fails to deliver the material/software or fails to provide services within the quoted delivery period in supersession to the above penalty clause, C-DOT reserves the right to make alternate procurement and arrangements only at the tenderers cost and risk. For this, the supplier shall be served with a notice of 2 weeks under a registered cover and in case of non-performance, on expiry of the notice period, the cost of alternate procurement /arrangements shall be recovered from the vendor.

ANNEXURE-I

COMPLIANCE STATEMENT (TECHNICAL) FOR _____

Ref: C-DOTB/TENDER/ 2019-20/001(A)

SL NO.	C-DOT TENDER SPECIFICATION	SPECIFICATION OF MODELS QUOTED	DEVIATIONS IF ANY
	Please list down each of the tender specifications in this column	Please indicate the specifications offered by your models (do not just say complied) Compliance for each model offered are to be given separately.	
	Additional features if any		

NOTE: please fill up the compliance chart for every model quoted

ANNEXURE-II
Tender Acceptance Letter

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]

Date:

To,

C-DOTB/TENDER/2019-20/001(C)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the bidder, with Official Seal)

THIS BANK GUARANTEE TOWARDS THE E.M.D SHOULD BE TYPED OUT ON RS.50/- NON-JUDICIAL STAMP PAPER GIVING FULL POSTAL ADDRESS OF THE BANK.

Guarantee No :
Amount :
Guarantee Cover From : **To :**
Last Date for
Lodgment of Claim :

The Centre for Development of Telematics having its office at C-DOT Campus, Electronics City, Phase I, Hosur Road, Bangalore 560 100, having floated a Tender for (Tender for _____) with Tender no. hereinafter referred to as the tender, and M/s (name and address of the party) having the intention of participating in the above mentioned, we, the (banker's name and address) hereby irrevocably undertake and guarantee to you that in the event of the award of the Contract to the tenderer and subject to the failure of the Tenderer to perform any of the following clauses, we undertake to fully compensate the Beneficiary to a maximum amount of Rs. _____(Rupees _____) (in words) as and when the same is claimed from us in writing during the validity of the contract as per the terms and conditions of the tender contract.

1. If the tenderer fails to accept the contract with the terms and conditions of the contract.
2. If after the acceptance of the contract, the Tenderer fails to carry out the services in accordance with the terms and conditions of the contract.
3. If the tenderer withdraws the tender during the validity period.
4. If the tenderer fails to complete their services in accordance with the terms and conditions of the contract or if there is any unexcused delay on the tenderer's part which may warrant forfeiture of E.M.D. amount and or imposition of liquidated damages and or closure/termination of the contract for default.

We, the bank, abide by your Tender terms and conditions and we shall on demand and without demur, pay to you all and any sums upto a maximum of Rs. _____(Rupees _____)

being the E.M.D. furnished by the tenderer to you in the form of this bank guarantee. We further agree that the Beneficiary shall be the sole judge as to whether the Tenderer has failed to perform as per the Tender terms and conditions duly specified by the Beneficiary.

We further hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand in writing from the Beneficiary stating the amount claimed due by way

of loss or damage. Any such demand made on the bank shall be conclusive and binding upon us as regards the amount. Lodgment of claim through Registered Post shall be conclusive evidence of claim made on us by the Beneficiary.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Rupees _____. We further agree that the claim made on us shall be settled within a period of 30 days from the date of lodgment of claim by the beneficiary.

We agree that the guarantee herein contained shall remain in full force and effect for a period of 6 months (six months). Unless a demand is made on us in writing within one month from the date of expiry of six months, we shall be discharged from all liability under this guarantee.

We further agree that any change in the constitution of the bank or the tenderer shall not affect our liability under this guarantee.

We further agree that the Beneficiary shall have the fullest liberty without in any way affecting our liability under this guarantee alter any or all of the terms and conditions of the tender.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____). This guarantee shall remain in force upto a maximum of six months (6 months). Unless a demand in writing is made on or before _____ (one month from the date of expiry of six months (date) all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee.

We lastly undertake not to revoke this guarantee during the penance of the above said tender/tender contract except with the prior consent of the beneficiary in writing.

This guarantee must be returned to us in original immediately on the expiry of the validity date.

Sealed with the common seal of the bank on this the.....day of.....2008

DATE :

For BANKERS NAME

PLACE :

SEAL, ADDRESS

PERFORMANCE BANK GUARANTEE

GUARANTEE NO :
AMOUNT :
GUARANTEE COVER FROM : **TO :**
LAST DATE FOR
LODGEMENT OF CLAIM :

In consideration of the Centre for Development of Telematics having its office at C-DOT Campus, Electronics City, Phase I, Hosur Road, Bangalore 560 100, hereinafter referred to as the Purchaser having placed order(s): 1. (Order no and date) 2. (Order no and date), with our constituents M/s _____ (name of your organization) hereinafter referred to as the contractor, having their office at _____ (address of your organization) for the supply and installation of _____ (give brief detail of the order placed) and our constituents having undertaken to guarantee the faithful performance of the contract during the warranty period as mentioned in the purchase order(s) referred above, we the (Banker's name and address), do hereby bind ourselves as their guarantors and undertake to be responsible to the purchasers and their successors and assigns for payment of all or any sums of money, losses, damage, costs, charges and expenses, that may become due or payable by the contractor, in the faithful performance of his said obligations and covenants under the above contract stated therein provided however that the total amount to be so recovered by the purchaser from us shall not exceed Rs. _____ (Rupees _____) amount of guarantee to be mentioned) payable under the said Purchase Order. We, _____ (name and address of the bank) do hereby unconditionally and irrevocably guarantee payment, without demur and without recourse to the purchaser of sums upto Rs. _____ (Rupees _____) amount of guarantee in Rs. _____ and words) on the purchasers first demand in writing making claim for payment to the purchaser by reason of failure on the part of the contractor to fulfill their obligations under the contract.

We hereby agree that lodgment of claim through registered post shall be conclusive evidence of lodgment of claim.

We further undertake to settle the claim within 30 days of lodgment of claim. This guarantee shall not be revocable by notice or otherwise and is unconditional and without recourse and our liability as surety shall not be impaired or discharged, until the contractor has fulfilled all the obligations under the contract and shall not be affected by any change in the constitution of the purchaser, Contractor or the bank.

Notwithstanding anything stated herein above our liability under this guarantee is restricted to Rs. _____ (Rupees _____ amount of guarantee) and shall remain in force till (last date of guarantee) unless a demand or claim under the guarantee is made on us in writing within one month of the above mentioned date, i.e., before (date one month from the last date of guarantee cover) all your rights under this guarantee shall be forfeited and we shall be relieved and discharged of all liability hereunder.

Dated:
Place:

FOR
(Banker's name)
Address and common seal

*******END OF DOCUMENT*******
