

C-DOT/DEL/TENDER/2019-2020/006

Tender Invitation

Sub: Rate Contract for Packing, Shifting, Despatch and Clearance of consignments.

1.0 C-DOT, a Government of India Organisation, engaged in Research & Development of Telematics Technology & Products invites signed Online quotations on two bid system (Separate Technical and Financial bids) through e-Procurement CPP portal from reputed Agencies/Companies (hereinafter referred as “Bidder”) for providing **Packing, Shifting, Despatch and Clearance services (Only from Domestic Airport) on rate contract.**

Consignment are Electronic items such as Electronics equipment & Instrument, PCs, Servers, Assembled Printed circuit boards, Components, Modules and Telecommunication items, and Mechanical items like cabinets, Racks etc,

Address of C-DOT office at Delhi is given below:

C-DOT Campus, Mandi Road,
Mehrauli, New Delhi -110030

The above said service contract shall be valid for a period - from the date of issue of work order – up to 31 March 2022. However, the contract will cover a probationary period of three months during which your performance will be assessed. If the same is found to be satisfactory, the contract will be extended for the remaining period.

2.0 GUIDELINES FOR SUBMISSION OF QUOTES

C-DOT adopts a two-bid Tender System. Therefore, separate TECHNICAL and FINANCIAL BIDS are to be submitted as per following procedure, by the interested bidders.

2.1 **Critical date sheet:** For details regarding Critical Dates related to this tender, please refer NIT Document

2.2 In case, the Bid Opening Date of the tender happens to be an unscheduled holiday, the tender will be opened on the NEXT WORKING DAY at the same time.

2.3 Document Download: Tender documents may be downloaded from C-DOT website www.cdote.in (for reference only) and Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> (henceforth referred to as CPP Portal) as per the schedule given in ‘Critical date sheet’.

2.4 Bid Submission: Bids shall be submitted online only at CPP Portal on or before Bid Submission End Date, as mentioned in ‘Critical date sheet’. Bids sent by FAX, email or offline mode will not be considered.

2.5 Currency: The prices should be quoted strictly as per Price Bid format in BoQ format in INDIAN RUPEES only.

2.6 Not more than one bid against this tender shall be submitted by one bidder.

2.7 Bidder, who has downloaded the tender from the C-DOT website or CPP Portal shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with C-DOT.

2.8 Intending bidders are advised to visit C-DOT website and CPP Portal regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.

3.0 FEE/ CHARGES RELATED TO BID:

3.1 Tender Fee: **Tender fee of Rs. 1180/-** (Rupees One Thousand One Hundred and Eighty only), payable by way of Non-refundable Demand Draft (DD)/Pay Order in favour of 'CENTRE FOR DEVELOPMENT OF TELEMATICS' purchased on or after publication date of this tender, and payable at New Delhi should be obtained from any Nationalized/ Scheduled Bank, valid for three months, to be submitted to C-DOT and scanned copy of this DD to be uploaded in the portal along with technical bid. All applicable bank charges shall be borne by the applicant and he/she shall not have any claim whatsoever on this account on C-DOT.

3.2 Earnest Money Deposit (EMD): The **EMD of Rs. 80,000/-** in the form of DD/Bank Guarantee (BG) as per format given at ANNEXURE-V, should be physically submitted to C-DOT, Delhi office on or before the 'due date as given in the critical date sheet (Refer NIT Document). Bidders are required to upload the scanned copy of an undertaking for the same as per Annexure III on CPP Portal during bid submission. The BG shall be valid for 6 months from the 'Bid Submission End Date'. In case EMD is submitted in the form of DD, it should be valid for three months and may need to be re-validated after 3 months, for next 3 months, if required.

3.3 The EMD is payable by all categories of bidders and exemption is permissible only to Government bodies/PSU's and MSME /SSI organizations on production of relevant proof. Bids without EMD shall be treated as invalid forthright.

3.4 EMD amount will be returned without interest, to unsuccessful bidders within 6 months from the Bid Submission End Date or award of contract, whichever is later.

3.5 In case of successful bidder, EMD shall be returned interest free on encashment/ acceptance of Security Deposit / Bank Guarantee for performance. (Refer section 9 for details of Security Deposit/Bank Guarantee).

3.6 Bids without EMD and Tender fee shall be rejected outright.

3.7 The Hard Copy of original instruments in respect of Tender Fee and EMD must be delivered in two different sealed covers specifying tender number, item and due date; on the 'Bid Submission End Date' as per schedule given in critical date sheet (refer NIT document), to the following address:

Manager- Purchase

Centre for Development of Telematics
C-DOT Campus, Mandi Road, Mehrauli
New Delhi- 110030

Telephone Number: 011-26802856, 011-26598707

Email address: purchase@cdot.in

4. TERMS & CONDITIONS OF THE TENDER

- 4.1 C-DOT reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of C-DOT is final and unquestionable.
- 4.2 C-DOT reserves the right to award the contract to deserving parties either in full or in parts. The decision of C-DOT is final and no enquiry will be entertained in this regard.
- 4.3 Bids should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be taken by C-DOT in this regard.
- 4.4 Where the bidder makes counter terms and conditions of business, the tender shall not be deemed responsive, unless C-DOT in its discretion, may give specific written acceptance thereof.
- 4.5 Bidders are requested to study the terms and conditions of the Tender carefully and then submit their tenders accordingly. Any contract resulting from this tender shall be governed by the terms and conditions indicated in this tender document and the bidder quoting against this tender shall be deemed to have read, understood and accepted the same, unconditionally.

4.6 SELECTION OF L1 BIDDER: Financial Bid BoQ has two sheets – BoQ1 and BoQ2.

Please note that bidders will have to quote for all the items in the BoQ1 failing which their financial bid will be rejected. Since the maximum work is done with regard to Sl. Nos. 1 to 8 of the BoQ1 (item Nos. 1 to 23), bidder quoting L1 prices in maximum categories in these item nos. will be chosen as the L1 bidder.

Rates quoted in BoQ2 will not be part of deciding L1 as exact quantum is not known yet. However, there will be some movement of material in these cities and rates for those services shall be fixed as per the rates quoted in this BoQ2. Therefore, it is mandatory that prices should be given for all the items mentioned in BoQ2 as well.

4.7 The EMD amount will be forfeited to C-DOT in the following cases: -

- A) Any financial bid received against this tender shall be governed by the terms and conditions indicated in the tender document. If, after submission of the financial bid, the bidder fails to honour the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
- B) If the bidder withdraws the offer during the validity period of the financial bid.
- C) If the successful bidder fails to commence the service/supply, in accordance with the tender terms and conditions of the contract.

- D) If the successful bidder fails to submit the Security Deposit/Bank Guarantee within the stipulated time. This will also warrant closure or termination of contract.
- E) If any information furnished is found to be incorrect.
- 4.8 Technical Bid shall consist of AGENCY DETAILS to be filled up in the proforma attached **vide ANNEXURE 'I' and details as per Clause 7 .**
- 4.9 Financial Bid shall consist only of Rates for providing such services which should be filled in the BoQ and submitted online on CPP Portal only.
- 4.10 C-DOT reserves the right to reject / accept any part or full tender(s) without **assigning any reason whatsoever. To award works to deserving parties either in full / partial wherein, decision of C-DOT is final and unquestionable.**
- 4.11 Successful bidder must submit Performance Bank Guarantee/ security deposit in the form of DD/Bank Guarantee for Rs. 4,00,000/- (Four Lakh) within 15 days of the issue of the work order, for faithful performance which should be valid up to three months after the valid contract period. It will be returned back after the contract is over as Interest free. Format for Bank Guarantee is given in Annexure VI of this Tender Document.
- 4.12 C-DOT reserves the right to change the terms of the tender at any stage before award of acceptance of the contract.
- 4.13 Tenders should be complete in all aspects and incomplete tenders will be summarily rejected
- 4.14 Any terms and conditions while submitting quotations - notice of which has not been given by us in the tender, will not be considered by us, if put forward in subsequent correspondence.
- 4.15 C-DOT has its office located at CDOT Campus, Mandi Road, Mehauli, New Delhi.
- 4.16 However, services may be required at any place in NCR Delhi and PAN India cities depending upon C-DOT needs. Please provide list of cities where you have your offices or you can provide the services.
- 4.17 **Approximate number of consignments for which packing shall have to be done in a year would be around 250 nos. and for shifting, booking, clearance, shall be around 250 nos. These figures are projected based on past experience/present needs of C-DOT. There, however, may be major/minor variations.**

5 PRICE AND VALIDITY

- 5.1 The prices in form of rates for each of the services should be quoted strictly as per Price Bid format in BoQ format in INDIAN RUPEES only.
- 5.2 The bill raised to C-DOT after rendering the services shall be subject to tax deduction at source. Rates agreed upon shall remain same throughout the period of contract. However, any revision in minimum wages duly notified by the Govt. of India or any changes in the

Government taxes as and when notified, will be considered only on submission of documentary evidence.

- 5.3 Offer quoted should be valid for a minimum period of 6 months from the date of opening of Technical Bid.
- 5.4 The discount, if any, should be straight and simple. No conditional discount will be given weightage for comparison purpose. However, CDOT may avail it to its benefit.

6 DURATION OF THE CONTRACT

The Contract will be valid from date of issue of work order - up to 31st March 2022. However, in order to evaluate the performance and services, the contract will cover a probationary period of 3 months. Only after the services are found to be satisfactory during the probationary period, the contract will be confirmed for a balance period under the same terms and conditions.

7. **MINIMUM CRITERIA FOR SHORTLISTING:**

- a) Certificate of Incorporation / enterprise.
- b) The bidder should have average turnover Rs. 20.00 Lakhs in the previous 03 Financial years: 2016-17, 2017-18 and 2018-2019.
- c) Bidders should have GST registration. GST Registration Certificate should be submitted.
- d) Copy of valid PAN no. should be submitted.
- e) Bidder should have Minimum Three years of experience in the field of Packing, Shifting, Despatch and Inland Clearance.
- f) Bidder should have executed minimum two contracts/billings valuing at least 10.00 Lakhs each of similar nature preferably in IT/Telecom/Electronics industries in the last three financial years of 2016-17, 2017-18 and 2018-2019. **Please also enclose copies of the same.**
- g) Should have PF / ESI Registration. Certification of Registration should be submitted.
- h) Bidder should submit undertaking as per Annexure III and Annexure IV
- i) Bidder should submit bidder details as per Annexure I and all relevant documents requested in this annexure.

However, subsequently, the bidder shall provide any additional technical document, if required by the Technical Evaluation Committee.

8. **SCOPE / DUTIES OF THE SERVICE CONTRACT:**

- Job must be completed within 24 hrs after getting instructions from C- DOT representative either in person or over phone, Fax, Emails etc.
- The Agency should take necessary care to deliver the consignments within 24 hours after receipt of documents from CDOT and the items should be transported with extra care and safety pre-cautions. In case of any loss / breakage / damage of any

shipment, equivalent cost of the same shall be recovered from your bills at the rate as decided by C-DOT.

- **Insurance for the CDOT consignments is taken care by CDOT.**
- **Price remains same throughout the contract period irrespective of fuel price (petrol/diesel etc) hikes. Statutory levies changes are acceptable.**
- GST and other statutory levies are required to be indicated separately. Applicable TDS/GST TDS or any other statutory deduction will be made from the bills at the time of payments, as per rules.
- Quotations should be valid for a period of at least 6 months from the date of opening of Technical Bid.
- Agency should take abundant care of material handed over to them. In case any damage or loss takes place to material while in the custody of the agency, the agency should make good the loss that has taken place. Extent of loss shall be decided by the C-DOT alone.
- Agency will have to pay freight charges/Demurrage charges initially for Booking/Clearance of consignments etc. These charges will be reimbursed along with bills on production of actual receipts within 30 days from the receipt of bills.
- The agency shall provide well behaved, skilled, man power/tools/fasteners/vehicles/furniture, required for packing and forwarding.
- If required, all the above services to be extended to C-DOT's field sites also.
- In case of any loss / breakage / damage of any consignment, equivalent cost of the same and penalty if any shall be recovered from your bills at the rate as decided by C-DOT. Decision taken by C-DOT in this regard will be final.
- The Agency should be able to send vehicles in good condition with valid documents, and disciplined drivers. The vehicle should be covered with tarpaulins to protect the items from dust / rain / heat while transporting.
- The Agency is required to carry out the above-mentioned work during daytime including holidays and beyond working hours if there is a need. They should make arrangements for packing well in advance before shifting to various destinations.
- Bidder shall submit an undertaking stating that the bidder has offices or associated offices in the cities mentioned as per Annexure II and is willing/capable to provide packing and dispatch services in these cities.

- C-DOT reserves all the rights to cancel or curtail the terms of Packing and Forwarding Services contract at any time without assigning any reason whatsoever or to amend the terms of the contract if found unsatisfactory during the contract period and can award the parallel contract.
- Please note that the contract may be terminated without any prior notice, if the performance is found unsatisfactory. In such situation, C-DOT reserves the right to get the balance work done at the cost through other bidder and recover the amount from the contractor / awardee. Security deposit shall be forfeited in such circumstances.
- Subject to clause 14 (Dispute settlement), disputes, if any, arising out of the above tender will be referred to courts having jurisdiction over Delhi only.

8.1. PACKING MATERIAL:

The packing boxes/crates/materials shall be of solid construction in accordance with the best commercial practices and sufficiently strong in direct ratio to the weight of the contents to withstand excessively rough handling while loading/ unloading in transit.

8.2 PACKING:

Packing charges as mentioned in rates shall include all the associated costs in undertaking above job including payments made by agency to professional.

8.3 TRANSPORTATION:

Transportation charges shall include the service charges of booking and clearance of consignment from transporters, Railways, Airlines etc. Also, payment will be done as per Km slabs as mentioned in BoQ. Vehicle sent should be of good condition and the driver disciplined

8.4 WAITING CHARGES:

The time taken for completing various formalities by CDOT like arranging gate pass, making material available (Loading and Unloading) etc. is taken as 04 hours. If the vehicle is kept waiting for more than as 04 hrs, C-DOT will pay waiting charges as per rates stated in BoQ.

8.5 PAYMENT:

Payment will be released within 30 days after receipt of bills based on rates as quoted in the BoQ only.

8.6 FREIGHT / DEMMURAGE CHARGES:

Agency will have to pay freight charges / demurrage charges initially for clearance / booking of consignment. These charges will be reimbursed along with the bills on production of actual receipts. Demurrage charges in case of clearance from domestic Airport will be borne by the agency in case it is incurred because of delay on their part.

8.7 MARKING;

Each packed box is to be legibly marked as under:

Sender's name / C-DOT name
Name and address of consignee
Size of box
No. of Boxes]

9. STATUTORY REQUIREMENTS:

- The contractor shall be solely responsible for statutory requirements and compliance with various legislation. The employees deployed by the contractor shall be covered under the provision of Minimum Wages Act and the contractor shall pay the PF/ESI contributions.
- The Contractor shall be responsible for payment of compensation and settlement of litigation arising out of dispute between the contractor and his employees in the event of injury, death or damage caused to employee while discharging the duties.
- **PERFORMANCE BANK GURANTEEE / SECURITY DEPOSIT** Successful bidder has to submit security deposit in the form of Demand Draft / Performance Bank guarantee for Rs. 4,00,000/- (Four Lakhs) within 15 days of the issue of the work order, for faithful performance which should be valid up to three months after the valid contract period. It will be returned back after the contract is over as Interest free.
- After acceptance of contract if any/all terms & conditions of Contract is/are violated, C-DOT reserves the right to terminate the Contract. In such cases the security deposit amount will be forfeited to C-DOT.
- If the job is not attended within 24 hours, C-DOT may impose penalty at the rate of 1% per day or part thereof of the total value of that job from Contractor's bill.
- C-DOT reserve the right to award/reject a Contract and the decision of C-DOT is final and unquestionable.
- C-DOT alone reserve the right to terminate a Contract by giving 15 days' notice and without assigning any reason thereof.

- C-DOT reserve the right to award Contract to deserving parties either in full or in parts. Decision of C-DOT is final and no enquiries will be entertained in this regard. C-DOT may prefer to have multiple agencies.
- C-DOT reserve the right to accept/reject any/all Tender/s without assigning any reason thereof.
- **SAMPLE OF WOODEN BOX CAN BE SEEN BETWEEN 2.00 PM AND 4.00 PM AT CDOT CAMPUS, MANDI ROAD, MEHRAULI, NEW DELHI-110030. Please contact Mr. Anand Rajesh Shankar / Ms. Nalini / Ms. Sunila at phone no.26802856 / 26598238 / 26598237 / 26598217.**

10. A pre-bid meeting would be conducted at C-DOT Campus, Delhi as per the schedule given in the Critical dates table (refer NIT document).

All the queries in this regard (in *.xlsx format only) should reach C-DOT by e-mail latest by the date/time stated in the NIT (notice inviting Tender) document for seeking clarifications/ submission of queries. No query shall be entertained after the scheduled date and time. The subject of the mail should contain the tender reference number. A maximum of 02 authorized representatives will be allowed to attend the Pre-Bid meeting.

11. In the event of no such clarification sought, it will be deemed that the bidders have understood the parameter / requirement indicated / enunciated / described completely and are complying with the same at the time of submission of the tender. The bidders may also note that no request for clarifications will be entertained after the above date. The replies to pre-bid queries shall be uploaded the C-DOT website & CPP Portal.

12. Canvassing in any form entails the bidder's disqualification. Any bidder found influencing or intimidating other bidders/Tender process is liable for disqualification.

13. **Indemnification:**

- You hereby undertake to indemnify C-DOT against all actions, suits, proceedings, claims, losses, damages, road accidents etc., which may arise under Minimum wages Act, Fatal Accident Act, Motor Vehicle Insurance Act,
- Workmen Compensation Act, Shops and Establishments Act, Family Pension and Deposit Linked Insurance Scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by the contractor.
- You shall defend, indemnify and hold C-DOT harmless from any liability, which may imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees / workers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof during the contract period.

- The bidder shall irrevocably defend, indemnify and hold harmless C-DOT against all claims, losses, liabilities, costs, damages, actions, suits, proceedings and expenses related thereto (including reasonable legal fees and costs), resulting from infringement of any patent, trademarks, copyrights of third parties, or, breach of applicable statutory laws, Acts, regulations, ordinances, or, negligent or wilful acts and misrepresentation on its part.

14. Dispute Settlement:

Any dispute, difference or disagreement between C-DOT and the bidder concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the sole Arbitrator, to be nominated by the Executive Director, C-DOT. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.

15. Limitation of Liability:

- i) The Contractor's aggregate liability for all claims, costs, damages, expenses, losses whatsoever, arising out of or related to this Contract shall be limited to total value of the Contract payable to the Contractor.
- ii) However, foregoing limitations shall not apply against all claims, losses, damages, costs, actions, suits, proceedings and expenses related thereto (including reasonable legal fees and costs), resulting from:
 - a. Infringement of third-party intellectual property;
 - b. Negligent acts and misrepresentations; including criminal negligence and wilful misconduct of the Agency / Contractor.
 - c. Breach of statutory Laws, Acts, Regulations and Ordinances, by the Contractor, and in all such events, the Contractor shall irrevocably defend, indemnify and hold harmless C-DOT.
- iii) In no event shall either Party be liable to the other for any indirect, incidental, consequential, punitive or special losses or damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.

16. PROHIBITION: You shall ensure that its employee(s) / laborers refrain from smoking or carrying any inflammable substances etc., inside the office premises of C-DOT while engaged on duty with C-DOT under this contract

All the above terms and conditions of the tender are mandatory. No deviations / non adherence shall be accepted.

AGENCY DETAILS

Please provide details as per format given below only.

| | | |
|-----|---|--|
| 1.0 | NAME / ADDRESS OF AGENCY Mobile/Telephone/Fax nos. | |
| 1.1 | Statutory Requirements: Please state whether the Agency is Registered Co./Proprietary/Society/or Registered under Shops & Establishment Act. Please enclose copy of Registration accordingly | |
| 1.2 | <i>Number of Employees</i> | |
| 1.3 | Name of the Directors and their occupation | |
| 1.4 | <i>Experience (Years) in this service</i> | |
| 2.0 | Nature of any other Business carried by your company. | |
| 3.0 | EPF /ESI Registration nos. (Copy of Registrations to be enclosed) | |
| 4.0 | GST No. (Copy of GST Registration Certificate to be enclosed) | |
| 4.0 | INCOME TAX A/C no./PAN No. & Amount of TAX PAID Last Financial year (Please enclose copy of the same) | |
| 5.0 | Annual Turnover of the Agency in the last 03 financial years: 2016-2017, 2017-2018, 2018-2019 (Please enclose Documents in support of the same) | |

| | | |
|-----|--|--|
| | | |
| 6.0 | BANKER'S NAME & ADDRESS | |
| 7.0 | List of major Clients in the PAST 3 YEARS (copy of Contracts and Performance Reports to be enclosed). | |
| 8.0 | Details of any other information / document which may help C-DOT in assessing tenderer's capabilities for award of contract | |

UNDERTAKING:

I hereby certify that all the information furnished above are true to my knowledge. I have no objection to C-DOT verifying any or all the information furnish in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

SIGNATURE OF OWNER/DIRECTOR

OFFICIAL SEAL / STAMP

Place:

Date:

Annexure-II

Compliance Table regarding office / associated office in following cities

[Please fill up column no.3&4]

| S.No. | City | Own office / Associated office | Will the agency provide packing & dispatch services from C-DOT Delhi to the city & vice versa? |
|--------------|-------------------|---------------------------------------|---|
| 1 | Delhi | | |
| 2 | Pune | | |
| 3 | Kolkatta | | |
| 4 | Panchkula,Haryana | | |
| 5 | Lucknow | | |
| 6 | Udhampur,J&K | | |
| 7 | Jaipur | | |
| 8 | Shimla | | |
| 9 | Mathura | | |
| 10 | Ambala | | |
| 11 | Dimapur,Nagaland | | |
| 12 | Tezpur, Assam | | |
| 13 | Yol, Kangra HP | | |
| 14 | Bhatinda | | |
| 15 | Jalandhar | | |
| 16 | Jodhpur | | |
| 17 | Leh, J&K | | |
| 18 | Srinagar | | |
| 19 | Nagrota, J&K | | |
| 20 | Ranchi | | |
| 21 | Bhopal | | |
| 22 | Sukna, WB | | |
| 23 | Chennai | | |
| 24 | Bengaluru | | |
| 25 | Goa | | |
| 26 | Mumbai | | |
| 27 | Dehradun | | |

Please note that above list covers almost all the expected requirement however there may be few addition / deletion during the contract period.

SIGNATURE OF OWNER/DIRECTOR

OFFICIAL SEAL / STAMP

Place:

Date:

UNDERTAKING

TENDER NO: C-DOT/DEL/TENDER/2019-2020/006

I hereby certify that I will be submitting the Earnest Money Deposit as per the Terms and Conditions of the tender document and details for the same are given below:

Details of Payment being made to C-DOT

| Name of the bidder | Tender No. | Name of Service quoted for | BG/ Demand Draft No. / Date | Name of the Bank / Branch |
|--------------------|------------|----------------------------|-----------------------------|---------------------------|
| | | | | |

Date : _____

Signature: _____

Place : _____

Name : _____
Designation

Seal of the Company/Bidder:

UNDERTAKING:

TENDER NO: C-DOT/DEL/TENDER/2019-2020/006

I/we hereby certify that I/we have studied all the Terms and Conditions of the tender document, understood the same and hereby accept the same completely and I/we are signing this document as an authorized signatory in the capacity of _____.

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

I/we certify that our Company/Agency has not been blacklisted/ debarred from doing business by any customer organization (including Govt.) during last three financial years.

I/we certify that all the information provided against the Tender document are correct and abide by it. If at any stage the same is found to be incorrect, C-DOT shall be free to take appropriate legal action against us including but not limited to termination of contract and forfeiture of Security Deposit.

I/We hereby confirm we will provide services as per the terms and conditions of the contract awarded, failing which C-DOT will be free to make alternate arrangements at our risk and cost. We also confirm that in case of unsatisfactory services, C-DOT has the right to take any legal course of action against us.

If my/our Bid is accepted, I/we shall submit the Performance Bank Guarantee as per terms and conditions of the tender document which would be valid for a period of 3 months beyond the contract period. The PBG shall be submitted within 2 weeks of the release of the Work order by C-DOT, as per given format, towards faithful performance of the Contract.

Until a formal Agreement is prepared and executed, our bid offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Irrespective of the outcome of this Tender document, we undertake not to disclose/transfer/share/use contents of this Tender Document for any other purpose in any form.

I/we agree to provide services as per the rates quoted by us.

**SIGNATURE OF OWNER/DIRECTOR
OFFICIAL SEAL / STAMP**

Place :

Date :

FORMAT FOR BANK GUARRANTEE FOR EMD

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 herein after to be referred as Beneficiary having its office at CENTRE FOR DEVELOPMENT OF TELEMATICS Campus, , Delhi 110030, 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

bidder and subject to the failure of the Bidder 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 bidder fails to accept the contract with the terms and conditions of the contract.

2. If after the acceptance of the contract, the Bidder fails to carry out the services in accordance with the terms and conditions of the contract.

3. If the bidder withdraws the tender during the validity period.

4. If the bidder fails to complete their services in accordance with the terms and conditions of the contract or if there is any unexcused delay on the bidder's part which may warrant forfeiture of EMD 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 EMD furnished by the

bidder to you in the form of this bank guarantee. Notwithstanding the above mentioned clauses,

We further agree that the Beneficiary shall be the sole judge as to whether the Bidder 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 bidder 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.....2019

DATE:

For BANKERS NAME

PLACE:

SEAL, ADDRESS

FORMAT FOR PERFORMANCE BANK GUARRANTEE (PBG) TO BE SUBMITTED ON
AWARD OF CONTRACT

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, Mandi Road, Mehrauli,, New Delhi - 110 030, 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.

DATE:

For BANKERS NAME

PLACE:

SEAL, ADDRESS