

**Tender No. C-DOT/Del/Tender/2021-2022/001**

**TERMS & CONDITIONS**

**AND**

**SPECIFICATIONS**

**FOR**

**OUTSOURCING**

**OF**

**ATM SUPPORT SERVICES**



**सी-डॉट**  
**C-DOT**

**Centre for Development of Telematics**

**C-DOT Campus, Mehrauli, New Delhi. PIN 110030.**

TENDER DOCUMENT FOR OUTSOURCING OF ATM SUPPORT SERVICES

CENTRE FOR DEVELOPMENT OF TELEMATICS (henceforth referred to as C-DOT), a registered scientific society set up by the Govt. of India, is pursuing research work in Telecommunications.

C-DOT invites Signed Online quotations on two bid system (Separate Technical and Financial bids) from Authorized Defense Suppliers, hereinafter referred as "Bidder", through e-Procurement CPP portal, for Two Years' support service to provide support for C-DOT designed ATM Network Elements and NMS, deployed in Defense network at two locations. Details of sites and manpower requirements are given in ANNEXURE-II of this document.

**1.0 RESPONSIBILITIES OF THE BIDDER:**

Refer to Annexure-I for Responsibilities.

**2.0 ELIGIBILITY CRITERIA:**

- 2.1 The Bidder should be registered & incorporated in India under the Companies Act, 1956 and/or Companies Act 2013, administered by the Ministry of Corporate Affairs (MCA) & should have a valid GSTIN.
- 2.2 The bidder should be having experience in providing the AMC/Support Services of similar nature of equipment. The company's financial background shall be submitted in this regard in the form of Balance Sheets of last three financial years i.e. 2018-19, 2019-20 & 2020-21. Details of projects demonstrating experience in undertaking similar work along with copy of the contract and other supporting documents shall be submitted.
- 2.3 The bidder shall be an authorized service provider for providing onsite operation and maintenance (OAM) services for ATM based products to defense sector for a minimum period of two (02) years and shall submit copy of the contract in the technical bid to this effect. Technical bid without copy of the contract shall be rejected.
- 2.4 Documents for proof of successful execution of projects mentioned by the bidder under section 2.2 and 2.3 shall be submitted by the bidder.
- 2.5 The bidder shall employ a team of eight (8) Engineers and one (1) Manager for entire duration of the project. The minimum educational qualification of Engineers shall be degree in Electronics and Communications Engineering and the team members shall have excellent academic record and shall have a minimum work experience of one (1) year in ATM Support services. Details of site and manpower requirements are given in Annexure-II.
- 2.6 The team members shall have knowledge of ATM technology and have experience in maintaining ATM technology based systems. The activities required to be performed by the team are given in detail in Annexure-III. The

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skill set required in team members is given in Annexure-IV. The bidder shall submit Curriculum Vitae along with passport size photograph of each team member the bidder is planning to depute for this project. It shall be signed and certified by the bidder. It may please be noted that fluency in Hindi and English is required. The persons should be ready to undertake traveling between the locations mentioned in the Annexure.

- 2.7 An undertaking to the effect that “the bidder would be able to depute the team on site within 4 weeks of receiving the purchase order”, is to be submitted.
- 2.8 An undertaking to the effect that “the bidder will have no issues in getting security clearances for working on defense and strategic sector projects”, is to be submitted.
- 2.9 The Bidder should have PF and ESI Registration number. (Copy of certificate and copy of latest PF and ESI remittance to be provided).
- 2.10 An undertaking to the effect that “the bidder should not have been banned/blacklisted by any Govt. Department, Central Govt. Unit/PSU/Financial Institutions/Court during preceding five financial years ending March 2021”, is to be submitted.
- 2.11 Bidder has to submit A Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23-Jul-2020 & 24-Jul-2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Format is given in Annexure-IX.

**3.0 GUIDELINES FOR SUBMISSION OF QUOTES:**

**3.1 Critical date sheet:** Critical Dates related to this tender is given as under:

<b>Bid Document Download / Sale Start Date</b>	26-July-2021, 1400 hrs
<b>Clarification Start Date</b>	26-July-2021, 1400 hrs
<b>Clarification End date</b>	30-July-2021, 1700 hrs
<b>Pre-Bid Meeting</b>	03-August-2021, 1400 hrs
<b>Bid Submission Start Date</b>	04-August-2021, 0900 hrs
<b>Bid Submission End Date</b>	24-August-2021, 1400 hrs
<b>Bid Opening Date</b>	25-August-2021, 1400 hrs

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.

**3.2 Document Download:** Tender documents may be downloaded from C-DOT website [www.cdor.in](http://www.cdor.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’.

- 3.3 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.
- 3.4 Currency:** The prices should be quoted strictly as per Financial Bid format in BoQ format in **INDIAN RUPEES** only.
- 3.5** Not more than one bid against this tender shall be submitted by one bidder.
- 3.6** Bidder, who has downloaded the tender from the C-DOT website or CPP Portal shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be completely rejected and bidder is liable to be banned from doing business with C-DOT.
- 3.7** 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 to the tender.

**3.8 Fee/ Charges related to Bid:**

**3.8.1 Tender Fee:** Tender fee of Rs.1180/- (Rupees One thousand One Hundred and Eighty only), to be paid by NEFT, on or before the last date and time of submission of bid, and Payment details to be uploaded in the technical bid documents. All applicable bank charges shall be borne by the bidder and he/she shall not have any claim whatsoever on this account on C-DOT.

**3.8.2** The Bank Account details for NEFT is given below:

- Name : Canara Bank
- Branch & Address: OFFICE OF THE C-DOT,  
CENTRE FOR DEVELOPMENT OF  
TELEMATICS  
MANDI GAON ROAD, CHHATTARPUR,  
MEHRAULI, NEW DELHI-110030
- IFSC CODE: CNRB0008657
- Type of Account: Savings
- Account Number: 0347101002508

**3.9** All communications are to be made at the following address only:

**Address: Manager- Purchase  
Centre for Development of Telematics  
C-DOT Campus, Mehrauli, New Delhi. PIN 110030.**

**Phone:** 011-26802856, 011-26598135, 011-26598236

**E-mail:** [tenderd@cdot.in](mailto:tenderd@cdot.in)

**3.10 The Technical bid should contain the following:**

- 3.10.1 A complete set of the tender document part-I (technical bid) alongwith addenda/corrigenda/Pre-bid clarifications, to technical bid documents so issued, duly filled by the Bidder as prescribed in different clauses of the tender document, signed, stamped and date affixed.
- 3.10.2 Payment details of Rs. 1,180/- (Rupees One thousand One Hundred and Eighty only) as Tender Fee.
- 3.10.3 Eligibility Criteria documents as per clause 2.1 to 2.11 to be uploaded during bid submission. No clarifications will be taken by C-DOT in case the same is not uploaded with the Technical Bid.
- 3.10.4 Compliance for all Terms and Conditions (including Commercial) as per Annexure-V
- 3.10.5 Financial Bid Undertaking (As per format enclosed vide Annexure-VI)
- 3.10.6 Bid Security Declaration form, as per Annexure-VII
- 3.10.7 Power of Attorney (PoA) of the signatory of the Bidder.
- 3.10.8 Copies of certificates indicating valid PAN and GST number of the Bidder.
- 3.10.9 Acceptance for submission of Performance Bank Guarantee (PBG) as per ANNEXURE-VIII, for 3% of the PO value for a period of two and a half (2½) years at the time of release of PO.

**3.11** The Financial bid should be strictly as per Financial Bid format of Bill of Quantity (BoQ) in .xls.

**3.12** The Financial bid should be valid for a period of at least 06 (six) months from the 'Bid Submission End Date'.

**3.13** Financial bids not in line with Financial bid format BoQ shall be summarily rejected.

**3.14 Clarifications:**

- 3.14.1 Queries if any, should reach in \*.xlsx format to C-DOT by e-mail only at tenderd@cdot.in, as per the schedule given in '**Critical date sheet**'.
- 3.14.2 In the event of no such clarification sought, it will be deemed that the bidders have understood the parameter / requirement indicated / enunciated / described in tender document completely and are complying with the same at the time of submission of the bid.
- 3.14.3 The bidders may also note that no request for clarifications will be entertained after the abovementioned date.

3.14.4 Replies to such queries will be uploaded on CPP Portal only. It will be bidder's responsibility to check the same on the portal.

**3.15 Pre-Bid Meeting:** Pre-bid meeting shall be held as per the schedule given in 'Critical date sheet', at following address:

**Centre for Development of Telematics  
C-DOT Campus, Mandi Road, Mehrauli  
New Delhi- 110030  
Telephone Number: 011-26802856, 011-26598236**

**3.16 Bid Opening:** Bids will be opened as per the schedule given in 'Critical date sheet'. After online opening of Technical-Bid, the results of their qualification as well Financial-Bid opening will be intimated later. Only technically shortlisted bidders shall be informed about the opening of the financial bid.

**3.17** Bidders are requested to study the terms and conditions of the tender document carefully and then submit accordingly. Any bid received against this tender and any Purchase Order/Work Order/Service 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.

**3.18 Rejection factors:** The quote shall be liable to be rejected in the event of any of the following factors including but not limited to:

3.18.1 Tender fee not submitted.

3.18.2 Signed Bid Security Declaration form, not submitted.

3.18.3 Quote not submitted in two bids i.e. Technical bid & Financial bid separately.

3.18.4 Eligibility Criteria proof not enclosed separately in the Technical bid.

3.18.5 Prices not quoted explicitly as per given format viz. BoQ.

3.18.6 Missing acceptance for submission of Performance Bank Guarantee as per ANNEXURE-VIII for 3% of the PO value for a period of two and a half (2 ½) years at the time of release of PO.

**3.19** No counter terms and conditions will be accepted by C-DOT. Bids not complying with C-DOT terms & conditions will be summarily rejected. No clarifications will be entertained.

**3.20** Taxes, wherever applicable, shall have to be borne by the bidder, GST shall be extra. All necessary permissions/ clearances in this regard shall have to be obtained by the bidder. No clarifications will be entertained incase prices are not submitted as per our Format.

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- 3.21** As per C-DOT tendering procedures, the successful bidder(s) shall have to deposit a Performance Bank Guarantee (PBG) equivalent to 3% of the total order value for a duration equivalent to the 2 ½ years or up to Service Contract duration, whichever is later.
- 3.22** The appraisal of the performance of the services provided during the service contract period shall be done by C-DOT and the same shall be binding upon the bidder.

#### **4.0 DESCRIPTION OF WORK**

The supplier is required to provide onsite Operation and Maintenance (OAM) services for ATM based products, deployed in Defense network to clients of C-DOT. The products for which services are to be outsourced include C-DOT ATM Network Elements and NMS. Description of work to be performed by the supplier is specified in detail in Annexure-III and skill set of the team required to do this job is specified in Annexure-IV.

#### **4.0 PAYMENT TERMS:**

Payment shall be made by C-DOT once in three months (quarterly deferred basis) on submission of appropriate invoices, subject to satisfactory services rendered to and accepted by C-DOT and its clients.

No advance payment claims will be entertained.

The service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all statutory obligations under all related legislations as applicable to it from time to time including Minimum wages Act, Employment Provident Fund, ESI Act etc., and C-DOT shall not incur any liability / obligation. The service provider will require to provide particular of CPF/PF/ESI/Insurance of its employees engaged in the C-DOT project.

#### **5.0 GENERAL TERMS:**

- 5.1** C-DOT reserves the right to award work to deserving bidder. The decision of C-DOT shall be final and unquestionable.
- 5.2** C-DOT technical evaluation committee will interview (either in virtual or physical presence) all the candidates whose Curriculum Vitae is submitted by the bidder to assess the level of their technical knowledge and experience.
- 5.3** The successful bidder has to deploy only those candidates which are interviewed and approved by the C-DOT technical evaluation committee.

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- 5.4 If any team member leaves after the deployment, then it is the responsibility of the bidder to provide a replacement resource after he has been interviewed and approved by the C-DOT technical team.
- 5.5 C-DOT will not be responsible for any accident, death or injury to deployed persons which would arise during the course of their duty nor shall be responsible or be liable to pay damage or compensation to such persons. The bidder should at all times indemnify and keep us indemnified against all claims which may be made under Workmen Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into the premises has been authorized by contractor.
- 5.6 If, at any time, during the performance of the contract, the contractor encounter conditions impending timely 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 extend the time for performance and the decision of C-DOT would be final and binding.
- 5.7 C-DOT reserves the right to reject/accept any part or full Tender(s) without any reason whatsoever.
- 5.8 Please note that any falsification / misrepresentation/ suppression of information could lead to tender disqualification.
- 5.9 C-DOT Delhi is registered under GST, having the GST No. 07AAATC3895K1ZD.

**6.0 INDEMNIFICATION:**

The service provider shall indemnify and hold C-DOT harmless against any and all claims, demands, damages, liabilities, losses, costs, expenses, judgments, and reasonable attorney fees, which directly or indirectly result from, or arise in connection with, any negligent failure of the service provider to comply with any applicable governmental requirements or any negligent act or omission of its employees, permitted sub-contractors or agents, pertaining to its activities and obligations under the contract.

**7.0 GOVERNING LAW:**

This Contract shall be governed, construed and exclusively enforced in accordance with the laws of India.

**8.0 Dispute Settlement:**

Any dispute, difference or disagreement between C-DOT and the bidder concerning the existence, validity, interpretation, performance, termination or breach under this



Tender/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 Competent Authority of 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.

**9.0 Placement of Purchase/Work Order**

The Lowest Bidder (L1) will be decided on the basis of 2 Year Service charges, as per BoQ. GST will not be considered for deciding L1.

Once L1 is decided, the Purchase Order/Work Order shall be placed by C-DOT, exclusive of GST, so that in case of any changes in the GST structure by the government at a future date, the taxes applicable at that period are taken into consideration.

C-DOT shall enter into a Service Contract with detailed terms and conditions for a period of 2 years with the selected bidder.

**10.0 ASSIGNMENT:**

The service provider shall not assign, delegate, sub-contract or otherwise purport to transfer its rights, responsibilities or obligations or any benefit under it, to any third party under this Contract, without the prior written consent of C-DOT.

**11.0 TERMINATION:**

C-DOT may terminate the Contract with the Service provider by a written advance notice to take effect thirty (30) days after receipt thereof, if:

- a) Service Provider commits a breach of any of the covenants or obligations under the Tender or the Service Contract and has failed to remedy the said breach within thirty (30) Days after being required in writing to do so by C-DOT;
- b) Service Provider assigns or purports to assign the Contract or any part of this Contract or Rights under the Contract without written consent of C-DOT.

Failure on the part of C-DOT to notify Service Provider of a breach of the Contract, or to terminate the Contract because of such breach, shall not constitute a condonation of the breach, or waiver of the right of C-DOT to terminate this Contract in accordance with the provisions herein contained. The termination shall not release Service Provider from its liability for breach of the Contract

## ANNEXURE-I: SUPPORT RESPONSIBILITIES

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- ◆ The bidder shall have the following support responsibilities and agree to the following Service Levels:
  - ▶ Web based, Email-based and phone-based problem logging facility
  - ▶ Fortnightly report submission of all the problems logged and their resolution status
  - ▶ The bidder would be responsible for bringing the entire C-DOT system up and operational to the satisfaction of C-DOT client. If this requires reinstallation, the same shall have to be carried out by the bidder.
  - ▶ The responsibility of installation of the updates and upgrades provided by C-DOT for its systems shall be the responsibility of the bidder. However, no upgrade shall be done at site without prior approval from the officer in-charge of the site.
  
- ◆ **Confidentiality Obligations:**
  - ▶ The bidder shall ensure that the outsourced personnel must maintain strict and absolute confidentiality with respect to all the information including but not limited to documents, know-how, processes, product specifications, raw materials, product samples, any other technical or commercial information, trade secrets, market opportunities, business or financial affairs disclosed directly or indirectly in any form by C-DOT or its representatives during the course of the service contract.
  - ▶ The bidder is entitled to use the confidential information only for the purpose as mentioned in the tender and the service contract (i.e, provision of ATM Support services).
  - ▶ All the intellectual property rights regarding the confidential information and the products supplied will vest with C-DOT and the bidder shall have no claim in any form over the same.

## ANNEXURE-II: DETAILS OF SITES AND MANPOWER REQUIREMENT

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1. The sites where support is required are Vizag and Mumbai. The sites come under Ministry of Defense.
2. Four (04) team members are required to be deputed at Vizag and four (04) team members are required to be deputed at Mumbai for entire duration of the project.
3. The team members would be required to work 8-10 hours a day with 6 working days in a week. Occasionally, team members may be required to work longer hours to meet project deadlines.
4. Team members may be required to move between Mumbai and Vizag as per project requirements,
5. One manager is required for managing all the logistics involved in managing the team and providing the service.

## ANNEXURE-III: DESCRIPTION OF WORK

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The supplier of services is expected to undertake the following onsite work:

1. Hardware level testing of ATM cards with the test software as per the test procedures provided by C-DOT, for example:

- Thorough visual inspection of each card for any solder short, trace damage or pin bends
- Check for polarity of the ICs and comparison with the CL
- Check LEDs and diodes for the polarity
- Check for the shorts between various planes
- Check the impedance between 3V3 and Ground
- Off-line testing of ATM cards using the test PROM and test software as per the test procedure defined by C-DOT

2. Hardware level checks on the installed ATM Network Elements as per the test procedure provided by C-DOT, for example:

- Ensuring that the N48V\_GND, Digital ground, Chassis ground cables are properly connected to the hull of the ship in the same room
- where the system is located
- Ensuring that Earth of the 220V AC is also connected to the hull of the ship in the same room where the system is located
- RS232 interface through patch panel for testing and debugging should be isolated using RS232 opto isolators
- Checking the backplane for any pin bent or any cable disengagement
- Ensure proper voltage levels and polarity of the N48V power supply
- Verifying checksums of PROMs and EPLDs

3. Testing of the ATM infrastructure items (like ATM Network Elements, ATM Network Interface Units, UPS, cables, fibers, connectors etc) at the site as per the test procedure and guidelines provided by C-DOT and undertake additional support activities like

- Checking the grounding at the site
- Checking the power-supplies

4. Software installation and initialization of ATM Network Elements as per the user manual provided by C-DoT, for example:

- Installation of the software on NMS machine
- Installation of the software on ATM Network Elements
- Initialization of ATM Network Elements

5. Creating and testing network of ATM Network Elements and NMS as per the project requirements, for example :

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- Configuring Line cards and ports of ATM Network Elements in the configuration as per the project requirements through a script based interface as well as through NMS
  - Preparation/verification of scripts required to setup PVCs
  - Setting up/verifying PVCs as per the project requirements
  - Checking the physical connectivity between ATM Network Elements
  - Checking the physical connectivity between ATM Network Elements and end equipment
  - Verifying the data flow between source and sink equipment in Network Elements
  - Verifying the data flow on PVCs across switches for end-equipment connected to ATM Network Elements
  - Verifying the ATM SVCs
  - Management of ATM Network Elements from NMS which involves configuration of line cards and ports, status checking of cards and ports, knowledge of alarms generated by the systems, fault management commands like diagnostics and other commands provided on NMS
6. Provide support to C-DOT Client to carry out equipment integration testing on site and resolving technical issues reported by customer.

## ANNEXURE-IV: SKILL SET

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1. ATM technology concepts
2. Knowledge of basic linux commands
3. Hands-on experience in providing technical support for ATM technology based products.
4. Hands-on experience in installation, operation and maintenance of ATM technology based products.
5. Hands-on experience in system level testing.
6. Experience in handling customer interaction



**ANNEXURE-V: COMPLIANCE STATEMENT FOR TENDER  
TERMS AND CONDITIONS**

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**Ref:** C-DOT/Del/Tender/2021-2022/001

We hereby declare that all the information furnished by us is true to our knowledge.

We have no objection to C-DOT Specifications verifying any or all the information furnished in this document with the concerned authorities, if necessary. We also certify that we have understood all the terms and conditions indicated in the tender document and agreeing to, in entirety. I am signing this document as an authorized signatory in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (the Bidder).

**Date:**

**Signature:**

**Place:**

**Name:**

**Designation:**

**Mobile No.:**



**ANNEXURE-VI: FINANCIAL BID UNDERTAKING**

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From: (Full name and address of the Bidder):

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I certify that,

1. I have submitted the Financial Bid for 'Outsourcing of ATM Support Services' and related activities as envisaged in the Tender document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Financial Bid, inclusive of all applicable charges, except GST.

**Yours Faithfully,**

**(Name, Signature & Seal of authorized  
Representative)**

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**ANNEXURE-VII: BID SECURITY DECLARATION FORM**

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**I/We, the undersigned declare that:**

I/We understand that, according to the tender terms and conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Centre for Development of Telematics (C-DOT) for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn /modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to bidders in the Tender Document.

I/We understand this Bid Security Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of C-DOT's notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed : (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

NAME (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (Insert date of signing)

Corporate Seal

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the joint venture that submits the bid)

## ANNEXURE-VIII: PERFORMANCE BANK GUARANTEE (BOND FORM) DURING SERVICE CONTRACT

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1. In consideration of the CENTRE FOR DEVELOPMENT OF TELEMATICS having agreed to exempt ..... (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement/ Purchase Order No. .... dated ..... made between ..... and ..... for the services of ..... (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee for ..... we ..... [name of the Bank] (hereinafter referred to as 'the Bank') at the request of ..... [the said Contractor(s)] do hereby undertake to pay to the CENTRE FOR DEVELOPMENT OF TELEMATICS an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by the CENTRE FOR DEVELOPMENT OF TELEMATICS by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We ..... [name of the Bank] do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the CENTRE FOR DEVELOPMENT OF TELEMATICS stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CENTRE FOR DEVELOPMENT OF TELEMATICS by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee where the decision of the CENTRE FOR DEVELOPMENT OF TELEMATICS in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding .....
3. We undertake to pay the CENTRE FOR DEVELOPMENT OF TELEMATICS any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We ..... [name of the Bank] further agree that the Guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CENTRE FOR DEVELOPMENT OF TELEMATICS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... [office/department] (CENTRE FOR DEVELOPMENT OF

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TELEMATICS) ..... certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of Thirty months (as stipulated in the Purchase Order) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [name of the Bank] further agree with the CENTRE FOR DEVELOPMENT OF TELEMATICS that the CENTRE FOR DEVELOPMENT OF TELEMATICS shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CENTRE FOR DEVELOPMENT OF TELEMATICS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of CENTRE FOR DEVELOPMENT OF TELEMATICS or any indulgence by the CENTRE FOR DEVELOPMENT OF TELEMATICS to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s)/Supplier(s).
- 7 We ..... [name of the Bank] lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the CENTRE FOR DEVELOPMENT OF TELEMATICS in writing.

**Dated the..... day of.....**

ANNEXURE-IX: COMPLIANCE OF ORDER (PUBLIC  
PROCUREMENT NO. 1,2&3) DTD. 23-JUL-2020 & 24-JUL-2020 ON  
RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL  
FINANCIAL RULES (GFR'S), 2017

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**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I/We, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of M/s .....(name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s .....(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Seal / Stamp of Bidder

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