Tender Document

For Supply & Installation of Microwave Signal Generator

at ETDC (GW), Guwahati

Tender No.: CDACP/STQC/2011/41/081

Last date for submission of bids: June 20, 2011 up to 12:30 Hrs.

The tender document can be also be downloaded from www.cdac.in or www.stqc.nic.in

The bidder, who chooses to download the tender document from website, must submit the DD for Rs. 1000/- towards cost of tender document along with the technical bid, as per details given in this document.
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SECTION I: INVITATION FOR BIDS (IFB)

1. The Standardization, Testing & Quality Certification Directorate, Ministry of Communications & Information Technology, Government of India is executing a project of upgrading their establishments. As aprt of this project, C-DAC has entrusted a responsibility of supply, installation & commissioning of Microwave Signal Generator as per Schedule of Requirements (Section IV), at ETDC (GW), Guwahati.

2. Contact information:
   Material Management Group
   Centre for Development of Advanced Computing (C-DAC)
   Pune University Campus, Ganeshkhind
   Pune 411007, Maharashtra, INDIA
   Tel No.: +91–20–25694015
   Fax No.: +91–20–25694004
   E-mail: mmg@cdac.in

3. Two bid System:
   The two bid system will be followed for this tender. The bidder must submit their offer in separate sealed envelopes as explained below:
   - Envelope No. 1: "Technical Bid" shall contain:
     a. The Demand Draft for Rs.1000/-
     b. The Demand draft towards Earnest Money Deposit of the appropriate amount as mentioned at Para 6 (Section II).
     c. Duly filled Technical Bid with proper seal and signature of authorised person.
     d. Self Attested copy of Sales Tax and Income Tax Registration certificate for Indian bidders.
     e. Only the manufacturers/ authorised distributors/ representatives are allowed to bid for the items mentioned in the tender document. In case of authorised distributors / representatives authorisation certificate from Principal(s) clearly indicating that the bidder is authorised to sell & provide services for the items mentioned in the Scope of Supply given in this tender document.
     f. The copies of at least ONE purchase order/ contract/ agreement of similar nature and size, executed by the bidders/ principle manufacturers.
     g. The bidder must provide the plan / arrangement, for installation and warranty services to be provided at site. The bidders should preferably have their own branch office/ service centre in the city of installation. However, if the bidder plans to provide service through local dealer/ service provider at these sites, an undertaking to this effect should be submitted along with the technical bid. The details viz. name, address, contact person, telephone / fax, email etc. should be provided along with an undertaking from this local dealer/ service provider, before the placement of purchase order (if applicable).
     h. The detailed technical specification, make & model, part number and compliance to the Schedule of Requirement (Section IV) for which bid is submitted. Only complied statement against neutral specification will not serve the purpose. Technical capability of the Equipment being offered should be indicated against specifications given in the tender.. The same should be supported by the printed leaflet of the manufacturer.
     i. The soft copy of Technical Bid (.doc/ .xls format) in a CDR (except certificates, brochures, order copies etc.)
     j. A photocopy of the un-priced commercial bid and commercial terms & conditions as attached in the 'Commercial Bid' without mentioning any price.
     k. Undertaking to the effect that a Security Deposit of 5% of the order value will be submitted in case C- DAC decides to place the Purchase Order.
     l. Declaration to the effect that the agency commission payable, if any, to the Indian representative / distributor shall be paid in INR only.
m. The declaration to the effect that all the terms and conditions stipulated in this tender document are acceptable.

n. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

Note: If a bidder submits bids for more than one tender, only one set of common documents may be submitted separately along with a list of items/ tenders.

- Envelope 2: “Commercial Bid“ shall contain:
  Price schedule completed in all respects with proper seal and signature of authorised person.

4. Both the technical bid and commercial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 - Technical Bid” and "Envelope no. 2 - Commercial Bid". The name of the item quoted for should be clearly mentioned on each envelope and addressed to:

  Centre for Development of Advanced Computing (C-DAC)
  Pune University Campus, Ganeshkhind
  Pune 411007, INDIA

Please write the tender number on each envelope and seal all the envelopes.

5. Prebid Meeting:

To sort out the doubts / queries, if any of the prospective bidders, the pre-bid meeting shall be held on June 02 2011 at 10.00 Hrs at

C-DAC
Anusandhan Bhawan, C-56/1
Institutional Area, Sector 62
Noida – 201 301, UP

The bidders are welcome to attend the pre-bid meeting. Maximum 2 (Two) participants per bidder will be allowed to participate in the pre-bid Meeting. The queries, if any, should be submitted in writing at least Three days before the day of Pre – Bid Meeting.

No queries shall be entertained after the pre-bid Meeting.

6. Date of submission of bids and opening of the Technical bids

Last date for submission of bids is June 20, 2011 up to 1230 Hrs at:

C-DAC
Pune University Campus,
Ganeshkhind Road,
Pune - 411007

Technical bid will be opened on June 20, 2011 at 1430 Hrs at:

C-DAC
Pune University Campus,
Ganeshkhind Road,
Pune - 411007

The bid can be submitted in person or through post/ courier (C-DAC shall not be responsible for any postal delays resulting in disqualification/ rejection of any bid) so as to reach on or before the due date and time. The representatives (maximum two) of bidders can attend the opening of the technical bids.

In case bidder requires any clarifications / information they may contact C-DAC address given in Clause 2 of Section I.

The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the short listed eligible bidders shall be considered for further processing (technical evaluation).
Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

**Note:** Please do not put "Commercial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

7. **Opening of commercial bids**

Commercial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the **time place and date** to be informed later.

The bidder's name, bid prices, discounts and such other details considered as appropriate by C-DAC, will be announced at the time of the opening of the bids.

(Technically accepted competitive bids ONLY will be considered for the opening of commercial Bids).

END OF SECTION I
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Delivery period / Timelines
   The deliveries and installation at site must be completed within 12 weeks, after placement of purchase order/opening of LC. The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to STQC’s plans of completing the project within the available time frame.

2. Locations for the Supply, Installation & Warranty Services
   The items covered by this document are required to be supplied and installed at location as given in the Schedule of Requirements. The detailed address for delivery shall be communicated in the Purchase Order.

3. Order Placements and Release of Payment
   The Purchase Order and payment shall be processed by:
   Centre for Development of Advanced Computing (C-DAC)
   Pune University Campus, Ganeshkhind
   Pune 411007, Maharashtra, INDIA

4. Eligible Bidders
   4.1 Bidder should be manufacturer/ authorised distributor/ representative for the item mentioned in the tender document.
   4.2 The bidder or their principle manufacturer(s) should have executed at least ONE purchase orders/ contracts/ agreement of similar nature and size in the last three years.
   4.3 The bidders should either have their own branch office/ service centre in the city where the items are to be installed or have an arrangement to provide service through local agency at site. If bidder plans to provide services through local agency, an undertaking from this dealer to this effect should be submitted along with the technical bid.
   4.4 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
   4.5 Bidder (only for authorised distributor/representative in India) should be registered with Sales Tax/ Income Tax Department of Government of India and should hold a valid VAT registration certificate, as applicable.

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to award/ reject any bid without assigning any reason thereof.

5. Amendment of Bidding Documents
   5.1. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
   5.2. All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/ modifications will be binding on them.
   5.3. C-DAC at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
   5.4. C-DAC reserves the right to cancel the entire tender or part there of, without assigning reason(s) there for.

A. PREPARATION OF BIDS
   Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.
6. Earnest Money Deposit (EMD)

6.1. The tender document must be accompanied by an Earnest Money Deposit of INR 65,000/-, in the form of a Demand Draft (DD) in INR in favour of C-DAC payable at Pune.

Bid submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque/ FDR/ BG or any other form except DD. No interest shall be payable on EMD.

6.2. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of commercial bid(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Security Deposit (Refer Clause 5 of Section III). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

6.3. The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.

6.4. The EMD shall be forfeited:

   6.4.1. If the bidder withdraws the bid during the period of bid validity specified in the tender.

   6.4.2. In case a successful bidder, fails to furnish the Performance Bank Guarantee (Refer Clause 6 of Section III).

   6.4.3. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

7. Period of validity of bids

7.1. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

7.2. C-DAC may ask for the bidder’s consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

8. Submission of Bids

The Bid shall be neatly arranged, plain and legible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Deadline for Submission of Bids

8.1. Bids must be received by C-DAC before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for C-DAC the bid-closing deadline will stand extended to the next working day up to the same time.

8.2. C-DAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

9. Late Bids

9.1. Any bid inadvertently received by C-DAC after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

C. BID OPENING AND EVALUATION OF BIDS

10. Opening of Bids

10.1. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).
10.2. Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

10.3. C-DAC will open commercial bids of only the technically short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.

10.4. The bidder’s authorised representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.

10.5. The bidder’s name, bid prices, discounts and such other details considered as appropriate by C-DAC, will be announced at the time of opening of the commercial bids.

11. Comparison of Bids

11.1. Only the short-listed bids from the technical evaluation shall be considered for commercial comparison.

11.2. The comparative statement shall also indicate the delivery schedule offered in the technical bid. The bid not adhering to the delivery/ installation period as mentioned in Clause 1 of Section II will stand rejected.

D. AWARD OF CONTRACT

12. Award Criteria

12.1. C-DAC shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid.

12.2. If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to decide the criteria and further process for awarding the contract.

13. Purchaser’s Right to amend Scope of Work

13.1. If, for any unforeseen reasons, C-DAC is required to change the Scope of Supply, including change in quantity, this change shall be acceptable to the bidder without change in the unit price quoted.

13.2. C-DAC reserves to cancel the tender without assigning any reasons thereof.

14. Corrupt or Fraudulent Practices.

14.1. It is expected that the bidders who wish to bid for this project have highest standards of ethics.

14.2. C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

14.3. C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

15. Interpretation of the clauses in the Tender Document / Contract Document

15.1. In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, C-DAC’s interpretation of the clauses shall be final and binding on all parties.

END OF SECTION II
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices
   1.1. The price quoted shall be considered firm and no price escalation will be permitted.
   1.2. Bidders must quote the price in the format given in Price Schedule at Section – V of this document.
   1.3. Bidder may bid in Foreign Currencies or in INR or both. If the bid is in foreign currency, in the technical bid itself, the bidder must provide the name and address of supplier abroad. In this case the Purchase Order shall be placed and the Letter of Credit will be opened in the name of supplier abroad only. The bidders may bid on behalf of their principals abroad in case of bids in foreign currency. In such case the EMD, SD and PBG from local representative is acceptable. The services like customs clearance, local logistics, installation & commissioning etc. can be provided by local representative. In this case bidder should indicate same in their bid. A purchase order for this purpose can be placed on local representative in INR.
   1.4. The prices quoted should be inclusive of packing and freight & insurance till destination. The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user’s site.

2. Taxes and Duties:
   2.1. The prices quoted should be inclusive of all applicable taxes and duties till destination i.e. ERTL(N), Delhi. The items being imported in India will be exempted from payment of customs duty. Necessary Custom Duty Exemption Certificate shall be provided by the consignee as & when required.
   2.2. Bidder shall arrange to clear the consignment after following customs formalities in India and arrange to deliver the consignment to the end user. The cost and risk of the consignment rests with the bidder till it is delivered to the end user.
   2.3. The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned. No concessional tax form will be given by C-DAC/consignee.

3. Software Licenses:
The software licenses, if any, shall be required in the name of user institutes ERTL(N), New Delhi, as the case may be. The licenses shall contain paper licenses and at least one set of media (CDs).

4. Security Deposit (SD):
The successful bidder will be required to furnish the Security Deposit for 5% of the order value within 7 days of receipt of Supply Order. The Security Deposit will be in INR and shall be submitted in the form of Demand Draft in favour of C-DAC payable at Pune. For computing amount of Security Deposit, the exchange rate as on date of commercial bids opening will be considered. The Security Deposit will be returned upon completion of installation & commissioning and submission of PBG.

5. Performance Bank Guarantee (PBG):
The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% amount of the Purchase Order, as per the format attached to this document (Refer Annexure – I). This bank guarantee shall remain valid for the entire period of warranty. The PBG must be in INR only. The PBG from Indian distributor /
representative is acceptable. For computing amount of bank guarantee, the exchange rate as on date of commercial bids opening will be considered.

6. Completeness Responsibility:
Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically excluded under the scope of supply of the vendor and which are not expressly mentioned under the scope of supply of the vendor and which are necessary for the performance of the equipment in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge.

7. Warranty:
All the items covered in the schedule of requirements, shall carry minimum 1 (one) year on site comprehensive warranty from the date of Installation & Commissioning. The bidder must undertake to provide the installation and warranty service at site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done at site only. These items shall not be allowed to be taken outside country for warranty repairs. The bidder should submit along with the technical bid, the detailed plan for providing installation and warranty services at site(s).

The PBG will be released only after the submission of satisfactory performance certificate issued by respective consignee laboratory after the completion of warranty period.

Payments:
In case of orders in INR - 80% of the payment will be made against delivery at site and 10% against successful installation & commissioning duly certified by the consignee laboratory.

Balance 10% payment will be made on the completion of warranty period OR against submission of Bank Guarantee as per clause 5 of Section III given above.

In case of orders in foreign currencies – 80% Payment will be made against irrevocable Letter of Credit (LC) and 10% payment will be made by sight draft, against successful installation & commissioning duly certified by respective consignee laboratory. The balance 10% shall be paid against submission of Performance Bank Guarantee as per clause 5 of Section III given above.

100 % LC can be opened against submission of bank guarantee of 20 % of order value. In case of foreign bidder, the Performance Bank Guarantee submitted by bidder’s Indian office/ representative/ distributor will be acceptable.

The LC in foreign currency will be opened only in case of supplier is based outside India.

8. Shipping Documents:
Final Dispatch Clearance Certificate (FDCC) shall be issued by C-DAC on receipt of above mentioned documents and Bank Guarantee from successful bidder. Actual shipment will be done only after issue of FDCC.

9. Penalty for delayed Services
C-DAC reserves the right to levy penalty @ of 0.5% of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5% of the order value.

C-DAC reserves the right to cancel the order in case the delay is more than 10 weeks.

The penalties, if any shall be recovered from Security Deposit/ Performance Bank Guarantee.
10. Jurisdiction:
   The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

11. Force Majeure:
   C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

12. Arbitration:
   All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (C-DAC/STQC or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement.

   END OF SECTION III
SECTION – IV: SCHEDULE OF REQUIREMENTS

Item No. 41: Microwave Signal Generator

Equipment Reference: 4(2)/2010-STQC/Genl/ TEC XIV/T&C-41
Quantity: 01 (One)
Location for supply & installation: ETDC (GW), Guwahati

Technical Specification

1. Frequency range : 100kHz to 40GHz (min.)

2. Resolution of setting : 0.001Hz or better

3. Setting time : < 4 ms

4. Phase offset : Should be adjustable in 0.1º steps

5. Frequency step sweep
   a) Operating modes. : Automatic, step, single, external step, external start/stop, manual or external trigger, linear or logarithmic spacing etc.
   b) Sweep range : Full frequency range
   c) Step width (Linear) : Full frequency range
   d) Step width (Logarithmic) : 0.01% to 100% per step
   e) Step time (range) : 2ms to 10 s (min.)
   f) Step time (resolution) : 0.1 ms or better

6. Ramp sweep
   a) Operating modes : automatic, step, single sweep, external single, external step, external start/stop, manual or external trigger etc.
   b) Sweep span range : Zero to full frequency range
   c) Maximum sweep rate : 2800MHz/ms
   d) Frequency accuracy : 0.005% of span / sweep time or better
   e) Sweep time (range) : 10ms to 10s (min.)
   f) Frequency accuracy (resolution) : 0.01 ms or better
   g) Frequency markers : Atleast 10
   h) Marker output (BNC) : TTL signal, selectable polarity
   i) X-axis (BNC) : sawtooth signal 0V to 10V (min.)

7. Reference frequency
   a) Stability : <3x10⁻⁸/year or better
   b) Temperature effect on stability : ±6x10⁻⁸ or better
   c) Output for internal reference signal
      Level : 10MHz or external input frequency
      Source impedance : 5dBm (min.)
      : 50 ohms
   d) Input for external reference
      Max. deviation : 1MHz to 20MHz (in steps of 1MHz) (min.)

8. Level
   a) Setting range
      Without attenuator : (-)20dBm to +30 dBm (min.)
      With attenuator : (-)130 dBm to +30 dBm (min.)
9. Level sweep
   a) Digital sweep in discrete steps: automatic, step, single sweep, external single, external step, external start/stop, manual or external trigger, linear spacing etc.
   Sweep range: Full level range
   Step width: 0.01 dB to full level range in dB per step

10. Modulation type:
    : AM, ASK, LOG.AM, FM, FSK, PHASE M, PSK, PM etc.

11. Modulation sources:
    a) Waveforms generator: Sine, pulse, triangle, trapezoid, user programmable ramp etc.
    b) Noise generator: noise amplitude distribution, Gaussian, equal etc.

12. Display: LCD graphic display or equivalent

13. IEEE 488/or RS 232 Interface compatibility

14. Operating Power: 230V ±10% AC at frequency 50± 5Hz

15. Compatible accessories


17. Operating & Service Manual

18. Warranty: At least 1 year
## SECTION – V – Price Schedule

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item Description</th>
<th>Qty</th>
<th>INR</th>
<th>Foreign Currency (Specify)</th>
<th>Total Amount</th>
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<tbody>
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<td>(In Figures &amp; Words)</td>
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<td>(X) (A) (B) (C=A+B) (D) (E) (F=D+E) (Y=C<em>X) (Z=F</em>X)</td>
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<tr>
<td>1</td>
<td>Microwave Signal Generator</td>
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<td>DISCOUNT (if any)</td>
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<td></td>
<td>TOTAL-all inclusive F.O.R. Destination</td>
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</tbody>
</table>

**Please Note:**
1. This price bid format is indicative; bidders may quote for additional items, if any required for successful completion of entire project / activities.
2. Bids with option of supply of equipments (in foreign currency) and for installation & commissioning services etc. (in INR) are acceptable. In this case separate purchase orders will be released for foreign currency & INR items.
3. Do not quote optional items against the requirement mentioned in this tender.
4. The discounts, if any, must be mentioned at the row/ column mentioned above and no where else.
ANNEXURE 1 - PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
Centre for Development of Advanced Computing
Pune University Campus
Ganesh Khind
Pune

BANKS GUARANTEE NO:
DATE:

Dear Sir(S)

This has reference to the Purchase Order No. ___________ Dated _________ been placed by Centre for Development of Advanced Computing,(C-DAC) Pune under the project from STQC on M/s (Name & Address of vendor) for supply, installation and warranty of (description of items) at client’s site.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client’s site, to the entire satisfaction of C-DAC, and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site(s) in (name of location) as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. ___________ M/s. (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security (ies) now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC under any security (ies) now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability hereunder.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until date…….

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the supplier’s obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We (Name of Bank)__________________________ hereby agree and irrevocably undertake and promise that if in your opinion any default is made by M/s. (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s. (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s. (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. ___________/-( Rupees ______________________ Only )or such portion thereof as may be demanded by you not
exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s (Name of Vendor).

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contact with the said M/s (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s. (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. ____________/-(Rupees ______________ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s. (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. ___________ (Rupees _______________ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.
Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed Rs...........(in words)

B. This bank guarantee shall be valid up to.......& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee

C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before ...........

D. The Bank guarantee will expire on ........

Granted by the Bank.

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory