

**Tender**

**for Providing the**

**(1:1) Internet Leased Line Connectivity(256/512Mbps)**

**at**

**Shri Guru Gobind Singhji Institute of Engineering and  
Technology, Nanded**

**F. No. SGGSI&T/Store-2902/Internet Leased Line Connectivity/2018-19**

**Date : 02/11/2018**



**Shri Guru Gobind Singhji Institute of Engineering and Technology,  
Nanded-431606,**

## **Notice Inviting Tender**

Shri Guru Gobind Singhji Institute of Engineering and Technology (SGGSIE&T), Nanded, Maharashtra (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites sealed tender(s) in two-bid format for Supply, Installation & Commissioning of the “256/512 Mbps Internet Leased Line connectivity” at the Institute as per the specification given in the schedule attached with the tender as Annexure – I. The tender document can be downloaded from the Institute website at URL Link: <https://www.sggs.ac.in> as well as portal <https://mahatenders.gov.in>

The agency shall provide the 256/512 Mbps Internet Leased Line Connectivity in SGGSIE&T Nanded New Campus, for a period of initially one year and will be further extended, based on the requirement of Institute on yearly basis, unless it will stand cancel on expiry of the contract or on written notice within 30 days.

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.90,000/- (Ninety Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.2000/- (Rupees Two Thousand only) by online payment gateway only.

All the pages of the Technical shall be page numbered and all the relevant supporting documents as required must be enclosed.

At any time prior to the deadline of submission of bid, the Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Technical bid(s) will be opened as per tender schedule in the Central Computing Facility, Administrative Block of the Institute in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Institute. The financial bid(s) of only those tenderer(s) will be opened, who qualifies the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

### **Tender Schedule : (Key Dates)**

| Seq. No. |                              |  |
|----------|------------------------------|--|
| 1        | <b>Tender Publishing</b>     | 02-11-2018                               |
| 2        | <b>Bid Submission Start</b>  | 02-11-2018                               |
| 3        | <b>Bid Submission End</b>    | 16-11-2018                               |
| 4        | <b>Technical Bid Opening</b> | 26-11-2018                               |
| 5        | <b>Financial Bid Opening</b> | After preparation of Technical summery c |

## e-TENDERING PROCEDURE

### **Tender Information:**

Tender Forms can be available on the e-Tendering Portal Maharashtra Government i.e. <https://mahatenders.gov.in>.

All vendor/bidder are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as nonresponsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

Vendor/bidder should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

Vendor/bidder should install the Mandatory Components available on the Home Page of <https://mahatenders.gov.in> under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'

Guidelines to Bidders on the operations of Electronic Tendering System on <https://mahatenders.gov.in>

## **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). Envelop of Part – I should be superscribed as “Tender for Providing the Internet Leased Line Connectivity, Part – I Technical Bid” and Envelop of Part – II should be superscribed as “Tender for Providing the Internet Leased Line Connectivity, Part – II Financial Bid”.

### **1. Eligibility Criteria:**

The Agencies that fulfill the following requirements shall be eligible to apply.

- 1.1 The ISP should have a valid ‘**Category A**’ ISP license from Govt. of India (Attach copy of license).
- 1.2 The firm / agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.
- 1.3 The firm / agency have adequate bandwidth at the backend to provide the desired bandwidth in Institute. Supporting document must be enclosed with technical bid.
- 1.4 The tenderer should not have been debarred or blacklisted by any Central / State Government Department(s) and the tenderer should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of 10/- duly notarized shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.
- 1.5 The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of Rs.90,000/- (Rupees Ninety Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.2000/- (Rupees Two Thousand only) by online payment gateway only.
- 1.6 The tenderer shall submit the one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

## **2. Local Conditions:**

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Institute.

## **3. Validity:**

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited paid by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

## **4. Installation & Commissioning:**

Project will be completed within 8 weeks from the date of issue of the Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider .

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

## **5. Payment Terms & Conditions:**

- Annual Recurring (bandwidth) charges shall be payable on Quarterly basis after the submission of monthly connectivity report at the end of the quarter (3 Months), for this the Service Provider will raise the bill at least two weeks in advance before the end the each quarter.

## **6. Contract Period:**

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and will be further extended, based on the requirement of the Institute on yearly basis, unless it will stand cancel on expiry of contract or on written notice within 30 days.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to Institute.

## **7. Tender Preparation Expenses:**

All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.

## **8. Financial Bid:**

Its available with tender document in excel format i.e. BOQ.

Tenderer should fill and upload online only given BOQ

NB: If any of the conditions mentioned in the tender enquiry document are alter / changed / modified / add any new condition, which are not compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

## **9. Tender Evaluation:**

The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender

to determine whether these are compliance in all respects, as specified in the tender enquiry document. During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms

and conditions are not compliance with tender enquiry document, Institute may seek the clarification within the specified target time and if the tenderer has fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.



If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Institute, order may be awarded accordingly.

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

Sub-Stage – A (Essential pre-qualification criteria):

- Institute will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
- Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

Sub-Stage – B (Technical Specification):

- The Institute will examine the detailed technical specification of the quoted part number/model, whether these are complying with the specification as mentioned in tender document.
- The tender which are not compliance with the tender specifications will be summarily rejected.

After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

**(b) Stage – II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation.

The financial bid(s) will be evaluated on the basis of the total cost as quoted.

If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and

same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.

## **10. Award of Contract:**

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the “Service Provider”).

## **11. Commencement of Contract:**

The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

## **12. Service Provider Obligations:**

The Service Provider shall be responsible for providing the 256/512 Mbps leased line internet connectivity at SGGSI&T Nanded permanent campus (Located at Vishnupuri, Latur road Nanded), at all the time throughout the contract period.

The Service Provider shall be responsible for SGGSI&T Nanded permanent campus, commissioning and configuring of hardware and uplink of connectivity.

3. Lesioning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Institute, shall be the responsibility of the Service Provider (router or switch should be provided by ISP for point to point link activation if required).
4. The Service Provider would ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
5. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
6. The ISP should have a valid **Category A** ISP license from Govt. of India (Attach copy of license).

## **13. Service Level Guarantee:**

- a. **The Service Provider shall provide the 256/512 Mbps Internet leased line connectivity at all the time (24X7X365) at SGGSI&T Nanded.**
- b. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 16 Public IP addresses including Reverse Lookups configured at these IP's.

- c. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- d. Latency: Less than 100ms from The Institute to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.
- e. Network Availability (uptime): More than 99.50 % per month.
- f. National Backbone should be available on the same ISP.
- g. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Institute.
- h. Downtime Calculation: Downtime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
- i. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.
- j. Downtime penalty in % of quarterly payment:

| S. No. | Downtime           | Penalty in % on Quarterly bill |
|--------|--------------------|--------------------------------|
| 1.     | > = 99.50%         | 0                              |
| 2.     | > 99.00 to < 99.50 | 10                             |
| 3.     | > 98.00 to < 99.00 | 20                             |
| 4.     | > 97.00 to < 98.00 | 30                             |
| 5.     | > 95.00 to < 97.00 | 50                             |
| 6.     | > 90.00 to < 95.00 | 70                             |
| 7.     | < 90%              | 100                            |

Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure / or any situation which are beyond the control of service provider.
- b) Due to schedule maintenance by the Service Provider, with prior approval of Institute.

K. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from Network Management System (NMS) installed at Institute side or through ISP portal.

#### 14. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable

control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

### **15.Arbitration:**

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Nanded only. The resolution of the Arbitrator shall be final and binding on both the parties.

### **16.Jurisdiction:**

The courts at Nanded alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Nanded Court shall have jurisdiction in the matter.

### **17.Clarification:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Purchase Section (email id: store@sggs.ac.in). The Purchase Section will respond in writing to any request for clarification, which is received not later than the 10 days for last date of submission of Tender

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

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SHRI GURU GOBIND SINGHJI  
**INSTITUTE OF ENGINEERING & TECHNOLOGY,**  
**VISHNUPURI, NANDED. 431 606**

File No. SGGSE&T/Stores-2902/Internet Leased Line Connectivity/Camp. Net./2018-19 Date: 02/11/2018

**INSTRUCTIONS TO TENDERERS**

1. The Tenderer should submit quotations / Tenders in online sealed envelope. Please note No EMD exemption will be considered and all interested bidder have to pay **EMD Rs. 90,000=00** by online payment gateway
2. The Tender Schedule with **specifications is given for providing the Internet Leased Line Connectivity (256/512Mbps) of the institute. The quoted goods/material & accessories/allied components should be strictly as per the specifications**, and should be given with detailed specifications in writing on your letter head **along with catalogue.**
3. It should be the Technical Bids will be opened and scrutinized online as per key dates. Technically qualified vendors price bid will be opened as per online schedule.
4. The Tenders / quotations should be strictly **as per the G.R. of Maharashtra Govt.** for two Bid systems. Bidder should quote rate as per the specification provided by Tender calling authority.
5. Procedure for submission of quotations: -Tenderer should note that they will have to submit as per online envelops.
6. **A) ENVELOPE No.1 / TECHNICAL BID:** Should contain attested copies of the following documents.
  - \* a. Shop Act Registration.
  - \* b. CGST/SGST Registration Certificate
  - \* c. Manufacturer / authorised dealership certificate.
  - \* d. Income tax return for last three financial years [The bidder should have the turnover at least equal to estimated cost during each of the last three years]

**B) ENVELOPE No. 2 [Commercial Bid / envelope for Rates]: -**  
Its available with tender document in excel format i.e. BOQ.  
Tenderer should fill and upload online the given BOQ
7. **The Tenderer should note that in case Envelope No. 1 does not fulfil any requirement like tender fees, EMD, attested copies of registration of Shop under Shop Act and CGST/SGST Registration No., OEM/Authorisation from Manufacturer or any documents required as per technical bid the Envelope No. 2 will not be opened and the offered quotation will be liable for rejection.**
8. The tenderer should **quote the rates on quotation/our enclosed Tender schedule duly signed online with valid digital certificate.** Vendors should not quote the rates anywhere directly or indirectly in Envelope No. 1.
9. Tenderer must follow all instructions, terms and conditions. If tenderer fails to follow any of the conditions, and instructions, his / her Tender / Quotation are to be liable for rejection.
10. Tenderer, whose Offer is found to be the best as per clause No. 1 & as per our specifications, will be informed about the same, He will have to deposit 5% of total amount as Security Deposit (S.D.). After the receipt of S.D. orders will be released.
11. If the Tenderer is manufacturer or authorised dealer and the item is the PROPRIETARY item then they should furnish the "PROPRIETARY ITEM CERTIFICATE" along with the quotation /Tender.

Sd/-  
DIRECTOR  
SGGSIE&T NANDED

**SHRI GURU GOBIND SHINGHI INSTITUTE OF ENGINEERING & TECHNOLOGY,  
VISHNUPURI, NANDED. 431 606**

File No. SGGSI&T/Stores-2902/Internet Leased Line Connectivity/Camp. Net./2018-19

Date: 02/11/2018

**TERMS AND CONDITIONS**

1. The rates should be quoted online as F.O.R. Destination at our **Vishnupuri, Nanded.**
2. CGST/SGST if any tax, Levis, Freight, Packing, Forwarding and Insurance Charges etc. must be incorporated in quoted amount.
3. No additional amount will be considered or paid excluding the rates quoted by bidder.
4. The validity period for the rates offered should be clearly mentioned and it should be minimum 180 days from the date of opening of tender. Items quoted should confirm to our specification. In addition, please furnish the detailed specifications against each item, the relevant catalogue/pamphlet should be necessary to accompany with the quotations; in case of any deviations in the specifications then please submit the statement duly signed as mentioned in "Instructions to Tenderer"
5. The delivery period should be clearly stated.
  - a) Liquidated Damages: Firm should quote the delivery period clearly from the date of receipt of order or confirmed order.
  - b) If supplier fails to supply the ordered material within the scheduled delivery period, for late delivery of goods we will be entitled to recover the liquidated damages as a sum equal to ½ percent of the price of item delivered late per week.
6. **Extension of Delivery period:**
  - i) If the completion of supply of goods/components/equipments/etc is Delayed due to reasons such as act of God, act of Public enemy, Wars, Act of Government, Fires, Floods, Epidemics, Quarantine, Restrictions, Strikes and Freight embargoes the delivery period may be extended.
  - ii) Supplier will have to give notice within 10 days to this institute in writing of his claim for an extension of the delivery period. After receipt of such notice and verification; if necessary the delivery period will be extended but without prejudice to other terms and conditions of the purchase order and Tender notice/Tender document's conditions.
  - iii) If supplier has delivered material after expiry of extended delivery period then institute will be entitled to recover the liquidated damages.
7. The instructions manual for each equipment/components/machinery/material should be supplied separately with the item/s supplied.
8. Supplier's Technician/Engineer must carry out the demonstration and installation at our site, free of cost.
9. **The institute reserves the right to accept any/all quotations, reject any/all quotations and to order any of the item/s in any quantity without assigning any reason.**
  - a) **The institute reserves the right with itself to delete any item/s from the Tender Enquiry.**
10. **The items will be checked at the institute and acceptance is subject to the approval of the institute.**
11. **If the supply of goods/equipments/material or any part there of is rejected by the institute, the supplier will have to bear all expenses incurred in the matter including all charges for return and replacement of the items. The rejected material/ equipments/parts of equipments should be received by supplier on their own cost.**
12. **PAYMENT CONDITION:-**  
**[Send Your Bank Details i. e. name of Bank, IFSC code, mobile number etc]**  
**\* For equipment and instrument / component etc those items are required to be installed and demonstrated at this institute:**
  - I. 90% payment on demonstration of satisfactory working and installation of instruments/equipment/goods/components and balance 10% after 30 days.**\* For the items those need not be installed and demonstrated at this institute:**
  - II. 100% payment will be released after receipt of material in good condition and approved by this institute.
13. Inspection of Goods: - The ordered equipments/goods/instruments will be inspected if required by our representative at your workshop/show room before despatch of goods.
  - a) The supplier should inform the date of inspection in advance at least by 8 days.
  - b) The supplier will have to provide free lodging and boarding facilities to our representative who would carry out inspection.

14. The equipments should be guaranteed for minimum period of one year from the date of installation of the goods.

15. The repairs within the guarantee period must be carried out at the cost of supplier.

16. If there are any damages in transit, that should be repaired / or equipments should be replaced by the supplier on their own cost.

17. The gate pass of excise duty must be supplied in duplicate.

18. Demurrage: - If any demurrage will be charged due to any delay any other reasons from supplier; then the same should be borne by supplier or it will be deducted from their final payment.

19. Mode of Despatches: - Equipments/Stores/Components/Machineries should be despatched by Railway or Road Transport as per availability of facilities. The road transporters office / Godown must be available at Nanded City. A copy of the invoice / bill and packing list should invariably be kept inside each of the packages.

20. The package should be marked as follows

I) Consignee: - Director, S.G.G.S. Institute of Engg. and Tech., VISHNUPURI, NANDED – 431 606 (MAHARASHTRA)

II) Purchase Order No. \_\_\_\_\_ Date \_\_\_\_\_ Department. \_\_\_\_\_ R.R. /L.R. No. \_\_\_\_\_ Number of cases/packages \_\_\_\_\_ S.G.G.S. Institute of Engineering and Technology, VISHNUPURI, NANDED (M.S.)  
Destination: Nanded.

21. Cancellation of purchase orders: - Institute reserves the right to cancel the purchase orders on following grounds.

a) If supplier fails to supply the goods/equipments/machinery/components within the delivery period without confirmation of extension of the period from the institute or without obtaining the permission for extension of delivery period.

b) If the supplier fails to supply the goods within extended delivery period.

c) If supplier fails to follow the terms & conditions and instructions as mentioned in the tender documents or conditions mentioned in purchase orders.

d) If supplier is found defaulter.

22. The institute reserves the right to place an order for any party who is ready to supply on lowest rate for the items whose order is cancelled as per clause 21, and institute has reserves the right to place an order on 2<sup>nd</sup> lowest rate if any supplier is not found ready to supply on 1<sup>st</sup> lowest rate for items for which order is cancelled (which was placed on 1<sup>st</sup> lowest but party fails to supply).

**23. Security Deposit:** - Successful tenderer will be informed that their quotation/Tender rates are acceptable to us, such Tenderer should deposit the **5% value** of the equipments/order value; in form of Demand Draft/Bank Guarantee in favour of Director, S.G.G.S.I.E.& T., Nanded, payable at State Bank of India, main branch, Vazirabad, Nanded or any Nationalised Bank at Nanded. The Security Deposit will be refundable after completion of one year from the date of complete payment of ordered items.

**24. Exemption from security Deposit:** - The following tenderer s are exempted from the payment of Security Deposit

I. If the Tenderer has produced a certificate from the Director of Supplies & Disposal, Bombay to affect that they are exempted from payment of Security Deposit.

1. The Security Deposit is liable to be forfeited in the event of non-fulfilment of terms and conditions by the tenderer.

a) If any stores, equipment/all equipments or any parts of equipment Is/are damaged in transit, and not replaced by supplier within stipulated period as notified by institute. We will recover the damages and applicable expenditure will be deducted from balance payment of supplier or from Security Deposit; or Security Deposit will be forfeited.

25. All the replacement of stores/equipments shall also be guaranteed for a period of 12 month from the date of installation and demonstration.

26. If any short supply is found at the time of verification/inspection of material/checking of material on its receipt, the supplier will have to supply the material within 15 days. Non-compliance of the order will compel institute to recover the cost from balance payment.

27. Repeat order:- If necessary/any equipment/stores is required in additional number, the repeat order will be placed on previous purchase order. The supplier will have to supply the equipment/s, stores as per the previous rates.

28. Training: - If we require training facility to our representative/staffs the supplier should have to provide training facility free of cost.

29. The origin of stores offered whether Indian or foreign and in the case of the former State in which it is manufactured should be clearly stated against each article/equipment.

**30. IMPORTED EQUIPMENTS: -**

**a)** If any tenderer is going to quote the imported equipments, he should quote the rates in Indian currency (Rupees), and he should note that, if the item finalised to purchase they should supply at our door delivery and payment will be made in Rupees only.

**b)** If such equipments are in foreign currency and agent/or manufacturer/dealer has quoted the equipments. The Tenderer should have to quote the rates, all charges, Freight, Insurance clearly. F.O.R. VISHNUPURI site; If finalised to purchase the imported equipments, he should do the all Import formalities; and must be followed all other conditions of Tender Notice/documents and purchase orders; and the tenderer has to supply at our site.

31. **Rate Contract:** - If the item/s is/are covered under DGS&D Rate contract, the tenderer should quote DGS&D Rate contract number, furnish the copy of the Rate contract and other relevant particulars.

32. **Disputes:** - If any disputes or differences, questions what so ever arises the same subject to Nanded Jurisdiction.

Sd/-  
**DIRECTOR**  
**S.G.G.S.I.E. & T., Nanded**

Encl. Tender schedule



**Annexure – A**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, SGGSI&T Nanded, and EMD / SD shall be forfeited.

In addition to the above Director, SGGSI&T Nanded, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Attested:**

(Public Notary / Executive Magistrate)

**Annexure – B**

**Format for Financial Bid**

| <b>Sr. No.</b> | <b>Particular</b>                                  | <b>Price in INR</b> |
|----------------|--|---------------------|
| <b>1</b>       | <b>256 Mbps Internet Leased Line (1:1) Charges</b> |                     |

| <b>Sr. No.</b> | <b>Particular</b>                                  | <b>Price in INR</b> |
|----------------|--|---------------------|
| <b>2</b>       | <b>512 Mbps Internet Leased Line (1:1) Charges</b> |                     |

Note:-

- a) Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
- b) ANY INCREASE IN BANDWIDTH NEEDED WOULD BE ON PRO-RATA BASIS. However, Institute shall place the order for required additional bandwidth as and when required by giving a written request to the Tenderer.
- c) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- d) No other charges would be payable by the Institute.
- e) Institute will issue order only for single bandwidth ie. 256 Mbps or 512 Mbps .

Place:

Date:

Signature of Authorized Person & Seal

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