



# ।। अंतरी पेटवू ज्ञानज्योत ।। कवयित्री बहिणाबाई चौधरी उत्तर महाराष्ट्र विद्यापीठ जळगाव KAVAYITRI BAHINABAI CHAUDHARI NORTH MAHARASHTRA UNIVERSITY, JALGAON

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# E-TENDER DOCUMENTS OF 200 MBPS (1:1) LEASED LINE CONNECTIVITY FOR THREE YEARS

# [Under PM-USHA Scheme]

REF:- KBCNMU/8/ET/LeasedLine/06/2025, DATE- 27.01.2025

## FOR MORE DETAILS VISIT THE PORTAL

FOR UPLOADING OF E-TENDER:-

https://mahatenders.gov.in

ONLY FOR INFORMATION OF E-TENDER:- www.nmu.ac.in

(Total Pages 01 to 21)

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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## KAVAYITRI BAHINABAI CHAUDHARI

## NORTH MAHARASHTRA UNIVERSITY, JALGAON



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## KAVAYITRI BAHINABAI CHAUDHARI NORTH MAHARASHTRA UNIVERSITY, JALGAON

## **Tender Schedule and Contact details**

#	Key days of the tender	Start date	and time	End date and time
01	Tender Release	27/01/2025	17.00 hrs.	
02	Tender documents downloading	27/01/2025	10.00 hrs.	18/02/2025 17.00 hrs.
03	Online submission	27/01/2025	10.00 hrs.	18/02/2025 15.00 hrs.
04	Technical Bid opening	19/02/2025	16.00 hrs.	
			(if Possible)	

#### Contact the below for any queries

1) Sumit Katkar. 7745827385 For any Information/difficulty 7843024910 regarding the online submission of the tender

2) Technical Query

Prof. Satish R. Kolhe, Off. 0257-2257453

Dr. Husain Dawoodi Off. No. :0257-2258411

3) Tender Terms Conditions Enquiry

Purchase Department 0257-2257236/237

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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# KAVAYITRI BAHINABAI CHAUDHARI NORTH MAHARASHTRA UNIVERSITY, JALGAON

### **E-TENDER NOTICE**

Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon, invites etenders of 200 Mbps (1:1) Leased Line Connectivity for three years from manufacturers/distributors/ authorized dealers. Interested bidders should visit https://mahatenders.gov.in and https://nmu.ac.in for detailed tender documents.

The filled tender must be submitted online on or before /02/2025 up to 15.00 hrs. any Corrigendum, extension to tender or any schedule changes will be published only at the websites above.

Ref. :- KBCNMU/8/ET/LeasedLine/06/2025 Date:- 27/01/2025

> (CA Ravindra N. Patil) Finance and Accounts Officer

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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### **Instructions for filling E-Tender**

The Finance and Accounts Officers, Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon invite tenders of "200 Mbps (1:1) Leased Line Connectivity for three years" from Manufacturers/Distributors/ Authorized Dealers. The details in this regard are given below.

- 1. Procedure to submit the tender: All eligible/ interested tenderers are required to be enrolled on Portal https:\\mahatenders.gov.in before downloading tender documents and participating in e-tendering. The vendors should submit an online tender in two bid systems, i.e., Technical Bid and Commercial/ Financial Bid (BOQ).
- 2. **Technical Bid:** The technical bid shall contain the following documents. The Bidder must Scan the signed documents and upload all these documents online with the first page in technical bid Compulsorily. All the documents must be valid and self-attested by the bidder. Non-submission of the following requested documents may lead to the rejection of offers.

Sr.No.	Name of Document		
Ι	Information of the bidder as per Annexure-A. (The same should be submitted on the		
1	letterhead of the bidder)		
II	Certificate of Incorporation of the company issued under the company act or registration		
	certificate by any other competent authority in case of proprietary /partnership firm etc.		
III	Copy of GST Registration certificate		
IV	Copy of PAN card		
V	Copies of SSI/NSIC/Udyam registration certificate.		
VI	Copies of the Income-tax return filed during the last three financial years. (2021-2022,		
	2022-2023, 2023-2024)		
VII	Proof of annual turnover for the last three financial years Rs. 50 lakhs (2021-2022, 2022-		
	2023, 2023-2024). The same should be certified by Bidder & CA as per Annexure- B.		
VIII	List of clients to whom the tendered items are supplied mentioning the name, address,		
	and Landline. No./Mobile No. of the clients with quantity and date of supply. Copies of		
	supply orders of the last three to three years should be uploaded.		
IX	Authorization letter from OEM in case the bidder is authorized Dealer/ Distributors of		
	OEM. as per Annexure -C		
Х	An affidavit on stamp paper of Rs.200/- that the bidder has never been blacklisted by any		
	government department/government undertaking /any other agency as per		
	Annexure- D		
XI	The comparative Chart of technical specifications of each item in the format as per		
	Annexure-E (fill additional Annexure-E –E for multiple make & model)		
XII	Bidder's Declaration on letterhead as per Annexure -F		
XIII	A sample copy of the Agreement on Rs. 200/- Stamp Paper Annexure-G		
XIV	The sample copy of the Performance Bank Guarantee (PBG) Annexure-H		
XV	Receipts of payment of Tender Fee and Earnest Money Deposit paid through Internet		
	Banking		
XVI	Audited balance sheet & profit & Loss account of the company/firm duly audited by a		
	Chartered Accountant for the last three financial years. (2021-2022, 2022-2023, 2023-2024).		
XVII	Printed Literature/brochure/catalog of the quoted products.		
XVIII	Full set of tender documents with seal and signature of the bidder or his authorized		
	representative on each page of the tender. (In case an authorized signatory letter of		
	authority must be submitted)		

- 3. **Financial Bid:** The tendering authority will first open the Technical Bid documents of all bidders and after scrutinizing these documents, the technical committee will shortlist the Bidders who are eligible for the Financial Bidding process. Financial bids will be open for shortlisted eligible bidders only. The Financial bid should be submitted only online mode by the Vendor in Appendix-A in the form of a BOQ Excel sheet given over www.mahatender.gov.in, the supplier shall fill up the column of rate per unit offered by him.
- 4. The bidder should have a valid Digital Signature Certificate (DSC) from any Certifying Authorities.
- 5. The specifications/details of the "E-Tender Documents of "200 Mbps (1:1) Leased Line Connectivity for three years" are provided in the e-tender documents.
- 6. The Technical and Financial bid shall be submitted only online mode as per the e-tender schedule.
- 7. Bidder may be invited for discussions in the University if needed/required.
- 8. The Bidders are strictly advised to follow the dates and times allocated to each stage. As indicated in the schedule. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the Stage as defined in the tender schedule. At the sole discretion of the Tender Authority, the schedule of the Tender stages may be extended.
- 9. The rate to be quoted should be mentioned at the appropriate place provided in the Schedule in Appendix- A (BOQ) by the bidder, more over the rate should not be quoted anywhere else in the tender booklet as well as in the blank pages.
- 10. The University reserves the right to decide whether to open or not open the commercial Bid of the supplier and no objection of any supplier shall be entertained on any ground whatsoever it may be regarding this.
- 11. No Bid shall be accepted without payment by online earnest money deposit and tender fee.
- 12. The rate should be inclusive of all taxes, duties, Installation F.O.R. delivery at respective Schools/ Departments of KBCNMU, Jalgaon.
- 13. The rate should be offered only for the item as mentioned in the Schedule.
- 14. The rates quoted for the items other than specifications specified in the tender form shall not be considered for comparison of rate.

#### (CA Ravindra N. Patil) Finance and Accounts Officer

## : General Terms and Conditions :

- 1)The online e-tender is called for E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity for three years.
- 2) <u>Earnest Money Deposit & Tender Fees:</u> Vendors are required to pay Rs. 5,500/- (Rs. Five Thousand Five Hundred only) and Rs. 90,000/- (Rs. Nienty Thousand only) towards Tender Fee and Earnest Money Deposit (EMD) respectively through Net banking.
- 3) Security Deposit: The successful bidder to whom the purchase order is given shall be required to deposit an amount equivalent to 5% of the total value of the purchase order (inclusive of all taxes, duties, etc) as a security deposit within 7 days from the date of receipt of the purchase order. The security deposit will not carry any interest which shall be refunded after supply and successful installation of the system. If the bidder fails to keep the security deposit, then the second lowest quoted bidder will be issued a similar purchase order, or the University withhold the total authority for the necessary action to be taken. The Security deposit will be forfeited if the supplier fails to execute the purchase order
- 4) Cancellation of Purchase Order: The university reserves the right to cancel the purchase order in case the bidder fails to supply within the stipulated time, The University reserves the right to go for the next lowest tenderer, or other appropriate action will be taken.

If due to the above-mentioned reason purchase order is canceled, earnest money and security deposit shall be forfeited and also the tender may be allotted to the next lowest tender or the *university* reserves the right to take any other appropriate decision including legal action against the bidder to whom purchase order was given.

- 5) The Bid E.M.D. will be forfeited :
  - a) If the bidder withdraws his bid during the period of bid validity specified in the bid.
  - b) In case of a successful bidder.
  - i) Fails to sign the contract/ agreement by the terms of the tender documents.
  - ii) Fails to furnish required performance security following the terms of the tender document within the time frame specified by the tenderer.
  - iii) Fails or refuses to honor his own quoted price for the product offer.
- 6) The successful bidder is required to execute an agreement on Rs.200/- stamp paper at his own cost. The agreement should be registered with the notary. (As per Annexure-G)
- 7) Conditional e-tenders shall not be accepted.
- 8) F.O.R: -The rates quoted should be F.O.R the University Campus (delivery to be given to the concerned department of KBCNMU, Jalgaon. The rate quoted by the bidder should be inclusive of all the taxes, duties, installation and freight, Insurance, etc.

**9) <u>Payment</u>:**100% Payment of Installation charges shall ordinarily be made within 30 days after satisfactory installation and commissioning of work as per work order and report to this effect received from technical authority appointed by the university or concerned H.O.D.

**Payment will be made on a quarterly basis in equal installments** of the total RF leased line tariff charges (200 Mbps connectivity) for three years, as quoted in the offer. **Payments will be processed upon satisfactory performance during the respective quarter, at the end of each quarter**. The vendor must submit an invoice at the end of each quarter to initiate the payment process. Statutory deductions will be made directly from the bill during payment.

**10) Performance Bank Guarantee**: The Successful bidder will have to submit the performance Bank guarantee along with an invoice equivalent to 5% of the total value of the invoice towards the performance bank guarantee for three years and two months. The Bank Guarantee will be forfeited if the supplier fails/refuses to provide satisfactory services during the period of warranty. (As per Annexure-H)

- 11) Completion Period: The installation and commissioning of internet connectivity at site should be completed within 7 to 8 weeks from the date of receipt of work order. If the bidder fails to complete the Installation within the period. The university will entitle to recover penalty as liquidated damages @ 0.5% of total value of invoice each week or parts thereof during which the delay of such stores delays subject to maximum in limit of 5%.
- 12) Warranty:- The bidder should mention the period of standard warranty for each item.
- 13) Only online e-tenders submitted through the Government of Maharashtra portal for eprocurement will be considered. (https://mahatenders.gov.in)
- 14) The tender offer must be valid for a period of a minimum of 180 days from the date of opening of the financial bid (BOQ). Any offer failing short of the validity period is liable for rejection.
- **15**) Bidder shall quote for "e-tender Documents of 200 Mbps (1:1) Leased Line Connectivity as per technical specifications provided in the tender documents.
- **16**) Only well-known brands should be quoted and assembled brands are not eligible for this etender. It will be the prerogative of the University to select the brand /company based on technical specifications, experience regarding the performance of the brand, market reputation of the brand, etc.
- **17**) The e-tenderers are requested to read the tender document carefully and ensure to comply with all the instructions herein. Non-compliance with the instructions contained in this document may disqualify the tenderer from the tendering exercise.
- **18**) Jurisdiction: The courts at Jalgaon 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 Jalgaon court shall have Jurisdiction in the matter.
- **19**) Provide technical data sheets/Literature/product brochures of each item along with the tender offer.
- **20)** The University is not bound to accept the lowest tenders and the University reserves the right to accept or reject, cancel, any or all the tenders from any or all the parties without assigning reason thereof.
- 21) Offer should be complete in all respects. Incomplete offers would not be entertained.
- **22**) The University is looking for well-proven branded products conforming to ISO 9002 etc. which are volume produced and are used by a large number of users in India/Abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality.
- **23**) Safety & Security of all equipment shall be the responsibility of the vendor till completion of work as per the Purchase Order.
- **24)** The successful bidder should submit a printed original bill with GST mentioning the University's GST no.27AAAJN0465A1ZL while submitting the payment. proof of payment of the GST amount in the bill will be required to be submitted to the government. the payment will be made 30 days after the recommendation of the concerned department (if required technical committee) regarding the satisfactory performance of work.
- **25)** The University reserves the right to delete/increase/decrease items from the schedule of requirements specified in the tender.
- 26) Installation and Commissioning: The 200 MBPS (1:1) RF Internet Leased Line Connectivity must be installed and commissioned at the School of Computer Sciences, KBC NMU Jalgaon.

(CA Ravindra N. Patil) Finance and Accounts Officer

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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### Technical Details for 200 MBPS (1:1) RF INTERNET LEASED LINE CONNECTIVITY

### Scope of work:

The scope of work in the proposed tender includes providing Internet leased line of fully dedicated, unshared & High Quality 200 Mbps symmetric bandwidth without any compression factor (1:1) on RF link to KBCNMU, Jalgaon). The bandwidth may be further upgradable on existing infrastructure.

The link should be meeting the following requirements.:

- The services shall be provided round the clock on 24\*7 basis.
- It should be direct single hop RF link form the service provider to KBCNMUJ) to provide seamless and reliable services.
- Least packet loss / latency < 200 ms universally.
- Service Level Agreement (SLA) should commit at least 99% service availability, including the last mile connectivity. The network uptime will be computed on (based on Packet drop at user end) monthly basis. Uptime shall be calculated as (Total Time Down Time) x 100 / Total time.
- The institute will maintain an official logbook to monitor the services.
- The response time for attending the faults will be two hours (maximum) once complaint is lodged. Penalty for downtime will apply as per the table.

Uptime on monthly basis	Penalty
≥ 99%	00% of monthly rental
$\geq 90\%$	10% of monthly rental
$\geq 80\%$	20% of monthly rental
$\geq 70\%$	30% of monthly rental
≥ 60%	40% of monthly rental
$\geq 50\%$	50% of monthly rental
<50% (Very Poor)	100% of monthly rental

In case the service is very poor (<50%) for two consecutive months due to whatsoever reason the service contract will stand cancelled automatically and the institute will have no liability.

The scope of the work includes supply, installation and commissioning of related hardware and software for setting up internet connection at KBCNMUJ. The scope of work also includes configuration of all related hardware and software including any training to the operation team of the university, if required, the ISP shall accomplish any jobs, series that are not mentioned above but are required for completion of project, without any extra charges for completeness of the work under contract. Please note that the price quoted would include conveyance and any other incidental charges.

Vendor will be responsible for the installation of the system at the university's site. All the instruments, accessories, tools & tackles; including appropriate manpower as required with the sole responsibility of the vender at his cost.

Service facility: Supplier should mention about the possible service set up in Jalgaon and their capability to provide the services after installation.

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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Service review reports & software: The vendor shall provide web-based interface capable for providing weekly, monthly & quarterly reports of the following at the server administrator level in KBCNMU, Jalgaon.

- a. Bandwidth Utilization (in Mbps as well as in frames)
- b Errors (frames/sec)
- c Discards (Frames/ sec)
- d. Non-unicast (Frame /sec)
- e Bandwidth availability
- f Packet loss (In %)
- g Latency

The ISP in the technical quote should explicitly state the features offered by them for the internet links highlighting service level terms such as uptime reliability latency period, Number of IPs offered, throughput, RTD, packet drop, scalability etc.

The ISP is also required to explicitly mention the equipment proposed to be supplied with the line from their end, the end terminal, and the equipment's required to be provided by us (KBCNMU, Jalgaon). The ISP should also mention in the technical bid the optional items, which can be provided.

The technical bid should be supported by a brief proposal document clearly stating the strengths & weaknesses of the ISP along with highlighting their presence, infrastructure etc.

The ISP is also required to submit a copy of the service level Agreement (SLA) offered which highlights the service level terms and conditions.

For uninterrupted service, ISP should provide RF connection in Ring (Redundant) Network. Opto isolation should be provided in RF device in case of lightning, effect of lighting should not damage the institute devices of KBCNMU Jalgaon. Up time will be calculated on the basis of bandwidth delivery at our Ethernet drop.

Service Level Agreement (SLA) will be signed based on the mutually agreeable terms and conditions. In case of any breach in the service level agreement terms, KBCNMU, Jalgaon reserves the right to cancel the order and claim the extra amount if paid to the ISP. In case the ISP needs to terminate the agreement, they are required to provide at least 30-day notice period to the Institute. The ISP is also required to provide contact details (inclusive of address, telephone nos., email etc) of personnel from their end who will act as a single point of contact in case the institute needs to contact the ISP for all issues pertaining to the operations and maintenance of the Internet line.

#### Signature & Seal of the Tenderer

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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### <u>Annexure – A</u>

## **Information of the Bidder**

Sr.No.	Particular	
1	Name of the Company/ Organization	
	Registered Office Address, Telephone no.,	
2	and E-mail ID	
3	Correspondence / Contact Address. Details of contact person's name, designation, address, mobile no & e-mail ID.	
4	Type of the Organization /(Proprietary / Partnership/ Pvt. Ltd./PSU/Govt./Public Ltd) certified copy in respect of registration must be enclosed	
5	Year of establishment and Experience in business (In number of years)	
6	Annual Turnover 2021-2022 2022-2023 2023-2024	
7	G.S.T. Registration No.	
8	PAN Card No.	
9	Details of Bank – Name of Bank Type of Account Account Number IFSC Code MICR no.	
10	Capacity in which the bidder has signed the bid	
11	Authorization letter from OEM in case of bidder is an authorized Dealer/Distributor of OEM.	

## Signature & Seal of the Tenderer

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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#### <u>Annexure – B</u>

### **Certificate of Annual TurnOver**

(Print on letterhead of company/firm/ dealer/ distributor/ shop etc.)

Sr.No.	Financial year	Annual turnover (In Lac)
1	2021-2022	
2	2022-2023	
3	2023-2024	
4	Average Turnover	
	(Rs. Fifty Lakhs)	

Seal & Signature of the Chartered Accountant Seal & Signature of the bidder authorized representative

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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#### Annexure –C

	List of the documents to be subinit		ľ
#	Item	Complied	Not Complied
1.	Copy of DOT/TRAI certificate		
2.	Local loop provisioning is not violating		
	regulations laid by Government of India/TRAI		
	in respect of such links/networks. Bidder will be		
	responsible for making all the payments		
	towards the local loop charges/rentals/WPC		
	charges etc.		
3.	'Class A' or Class 'B' ISP license and		
	minimum 3 years of experience in the field of		
	ISP with 'Class A' or 'Class B' License		
4.	Own optical fiber ring backbone in Jalgaon for		
	intercity data transport		
5.	Having fully resilient and self-healing network		
	architecture		
6.	Completed at least two similar works. Copies of		
	works orders for the work successfully executed		
	during the last three years should be attached		
7.	Having a local office within 15 km range from		
	the KBCNMU, Jalgaon		
8.	Having a state-of-the-art Network Management		
	Center and Network Operation Center which		
	operates on 24*7 basis. Bidder should have		
	centralized trouble ticketing tool for call		
	logging, monitoring and troubleshooting		
0	process		
9.	Having well defined capabilities and procedures		
	to track call resolution progress status and		
10	provide the updates to the customer.		
10.	The ISP should have well defined management and technical escalation procedures		
11	Having well equipped O & M centers staffed		
11.	with experience personnel for Operations and		
	Maintenance		
	Wallitenance		

List of the documents to be submitted for technical Suitability

#### Annexure –D

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

(To be executed & attested by Public Notary / Executive Magistrate on Rs.200/- nonjudicial Stamp paper by the bidder)

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. \_\_\_\_\_\_ hereby declare that the firm/company namely M/s. \_\_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or by any other organization from taking part in tenders in India.

#### Or

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized Distributor/agent of M/s. \_\_\_\_\_ hereby declare that the Firm/ company namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in 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 tenders.

In case the above information is found false I/we are fully aware that the tender/ contract will be rejected/canceled by the University and EMD / SD shall be forfeited. In addition to the above, the University will not be responsible for paying the bills for any completed / partially completed work.

DEPONENT

Name\_\_\_\_\_

Address

Attested:

(Public Notary / Executive Magistrate)

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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### Annexure –E Technical Bid Document For 200 MBPS (1:1) Internet Leased Line Connectivity on RF Link

#	Particulars	Details
1.	Location where service is to be provided (Last Mile)	UGC Computer Center, School of Computer Sciences, Kavayitri Bahinabai Chaudhari North Maharashtra University, P. O. Box No. 80, Umavi Nagar, Jalgaon
		Location Details: 21°00'10.3"N 75°29'48.3"E NL: 21.002667078233188, EL: 75.49693735201723
2.	Speed of the circuit	Dedicated 200 Mbps (1:1) Internet Leased Line on RF Link (Wireless)
3.	Minimum Contract Period	Three Years
4.	Service Features	
	Redundancy in %	
	Packet Loss/Drop in %	
	Latency in ms	
	Throughput	
	RTD in ms	
	Uptime/Availability in %	
	SLA provided (Yes/No)	
	No. of IPs provided (Minimum 05 IPs required)	
5.	Equipment's provided by ISP for establishing connectivity owned by ISP (Make and Model)	

6.	Any optional items/ services provided excluding the above- mentioned items/services	
7.	Time required to operationalize the circuit	
8.	Provide details of Single Point of Contact	
9.	Notice period to terminate the contract from either end	30 days
10.	Brief synopsis of ISP highlighting their presence, infrastructure etc.	
11.	Any other additional details	

Name, Signature and Seal of the OEM/ Dealer/Distributor/Bidder.

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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#### **ANNEXURE –F**

#### **Bidder's Declaration**

## E-TENDER DOCUMENT OF 200 MBPS (1:1) LEASED LINE CONNECTIVITY FOR THREE YEARS

#### Ref.No:- KBCNMU/8/ET/LeasedLine/06/2025, DATE- 27.01.2025

I hereby certify that I have gone through all the information and terms and conditions stipulated in the tender document and hereby confirm that abide by the same. I also hereby certify that the rates quoted in the financial/ commercial bid (BOQ) are not more than the rate charged to any other Institution/ Department / Organization.

Signature: -----

Name of signatory: -----

Seal of the bidder

E-Tender Documents of 200 Mbps (1:1) Leased Line Connectivity

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#### ANNEXURE –G

A sample copy of the Agreement on Rs. 200/- Stamp Paper.

(only successful bidders can use this format)

### Subject:- Agreement for the Supply and Installation

This agreement was made on the \_\_\_\_\_ day of \_\_\_\_\_2025 between KBCNMU, Jalgaon (hereinafter called "the purchaser") of the one part and M/s. \_\_\_\_\_\_: (hereinafter called "the supplier") of the other part. Whereas the approved supplier has agreed with the purchaser to supply and install

\_\_\_\_\_ (hereinafter called"the item") in the Purchase Order No:-10000\_\_\_\_ Dated / /2025 as per the prices mentioned in there in.

- 2. In ( ) the purchaser to the supplier as hereinafter mentioned the supplier hereby \_\_\_\_\_ the supplier to Supply and Install
- 3. The purchaser hereby covenants to pay the supplier in consideration of the supply of items required for the contract prices as may become payable under the provision of the contract at the time and in the manner prescribed by the contract.
- 4. The rate (Inclusive of all taxes) of the item mentioned in Purchase Order No:-10000 \_\_\_\_ Dt. / /2025 will be valid for further \_\_\_\_\_ days for the supply of the item mentioned in Sr.No.\_\_\_\_ to the purchaser.
- 5. Delivery of item will be within \_\_\_\_\_ weeks, from the date of receipt of purchase order. If the suppliers fail to deliver to the University within the allotted delivery period as specified above the purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate, from other firms and the supplier will be liable to the purchaser for excess cost, if any.
- 6. Payment will be made within 30 days after supply, satisfactory installation or demonstration, and submission of performance security along with an agreement.
- 7. Warranty: All the items supplied under this rate contract will have a warranty for \_\_\_\_\_ years from the date of satisfactory demonstration/installation.
- 8. Any deviation from the Terms and conditions mentioned above will imply disqualifications for the firm.

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- 9. All sorts of Legal disputes are subjected to Jalgaon Jurisdiction Only.
- 10. All other terms and conditions given in the tender will also form part of this agreement.
- 11. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the KBCNMU, Jalgaon, and the decision of the K.B.C.N.M.U.Jalgaon in this regard shall be final.

In witness whereof of parties thereto have set their hand on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature

Signature of Authorized Signatory.

Authorized signatory of K.B.C.N.M.U., Jalgaon

 Name:
 \_\_\_\_\_

 Designation: \_\_\_\_\_

 Place:
 \_\_\_\_\_\_

Name of Firm Seal

Witness No. 1: -

Witness No. 2: -

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#### **ANNEXURE – H**

#### <u>The sample copy of the Performance Bank Guarantee (PBG)</u> Rs.200/- StampPaper.

(only successful bidders can use this format)

Τo,

The Finance and Accounts Officer Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon

Whereas -----. (Name and Address of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of PO. No.10000----- Dt. --/---/2025 (hereinafter called "the contract") for providing services / supplying of Instrument / Laboratory Equipment for (hereinafter called the said Tender/Purchase Award order) of Rs. security deposit for fulfillment by said service provider of the terms and conditions contained in the said tender/purchase order on production of Bank Guarantee (5% of Total Purchase Order Value) for Rs. (In words Only) for providing services/ supply and Installation Rs. of \_\_\_\_\_(Instrument/ Equipment Name)

And Whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations by and due performance of the contract.

We <u>(Bank Name and Address)</u> a company incorporated and registered under Companies Act 1956 and a banking company within the meaning of section 5(C) of the Banking regulation act 1949 and having its registered office at (Bank Name and Address) (indicate the name of the bank) (hereinafter referred to as the Bank) have agreed to give the Supplier such a bank guarantee.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agreed that no change or addition to or other modification of the term of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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The Bank Guarantee shall be interpreted by the laws of India. The Guarantor Bank represents that this bank guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not affected in any manner by reason of merger, amalgamation, restructuring, or any other change in the constitution of the guarantor Bank or the Supplier. The bank further undertakes not to revoke this guarantee during its currency except with the previous express consent of the Buyers in writing.

The Bank declares that it has the power to issue this guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this guarantee for and on behalf of the Bank.

This Guarantee shall be Valid up to and including the ----- day of -----

We have the power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to do so under the power of Attorney dated.

Notwithstanding anything contained herein

- Our liability under this Bank Guarantee shall not exceed Rs.-----/-(Rupees\_\_\_\_\_\_ only)
   2.
  - This Bank Guarantee shall be valid from **Date-.** .2025 up to.
- 3. Unless a suit for action to enforce a claim under the guarantee is filed against us within 60 days from the date of expiry of the Guarantee. All your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereafter i.e. after 60 days from the date of expiry of this bank Guarantee.

#### The Bank Guarantee expires on Date / /2025

Dated the -- day of \_\_\_\_\_ 2025

For \_\_\_\_\_ Bank

For \_\_\_\_\_ Bank

Authorized Signatory Place: Date: Name: Designation: Authorized Signatory Place: Date: Name: Designation: