



REQUEST FOR PROPOSAL

Request for Proposal (RFP) for Hiring Service Provider for
Internet Leased Line at

Government Polytechnic Jehanabad

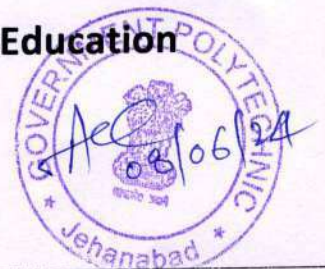
RFP Number: - 01/2024

Issued on 08/06/2024

Government Polytechnic Jehanabad

At Sulatnpur, Mukhdampur-804405

**Department of Science, Technology and Technical Education
Government of Bihar**



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1. **Government Polytechnic Jehanabad** has been established under the Department of Science, Technology and Technical Education, Government of Bihar to cater to the needs of technical education. The college/institute is providing technical education as per the norms set by the All-India Council for Technical Education (AICTE). The Government Polytechnic Jehanabad intended to hire an Internet Service Provider for Internet Leased Line." to provide uninterrupted services and invites bids from eligible entities as mentioned in the tender document.
2. The contract will be signed between Government Polytechnic Jehanabad and the successful agency/bidder.
3. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with eproc2.bihar.gov.in.
4. **Schedule of Events:**

Sn.	Event Description	Timeline
4.1	Last date & time of downloading the RFP	Till 12/06/2024 up to 5:00 PM, on eproc2.bihar.gov.in
4.2	Pre-bid meeting	18/06/2024 at 12:00 PM
4.3	Submission (upload) of online bidding document.	24/06/2024 till 5:00 PM, on eproc2.bihar.gov.in
4.4	Tender Fee	Till 24/06/2024, 5:00 pm on eproc2.bihar.gov.in Rs 2000/-
4.5	Submission of EMD	FROM 10/06/2024 Till 24/06/2024, 5:00 pm OFFLINE through BG to PRINCIPAL Government Polytechnic Jehanabad
4.6	Opening of Technical Bid	26/06/2024 on the eproc2.bihar.gov.in
4.7	Opening of Financial Bid	28/06/2024 on eproc2.bihar.gov.in
4.8	Pre- bid meeting venue	Government Polytechnic Jehanabad, Campus- New Govt. Polytechnic Patna -13
4.9	Contact person Eproc HelpDesk- E-mail eproc2support@bihar.gov.in Phone No - 1800 572 6571	Principal Government Polytechnic Jehanabad Mobile No.: 9334097798 Email id: gpJehanabad@gmail.com Nodal Officer Government Polytechnic Jehanabad Mobile No.: 7004143281 Email id: gpJehanabad@gmail.com
4.10	Method of Selection	Least Cost Selection (LCS)

Note:

- i. Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of Government Polytechnic Jehanabad.
 - ii. No tender will be accepted after closing date and time in any circumstances.
5. Bidder may also download the tender documents available from eproc2.bihar.gov.in and from the institute website <https://www.gpid.ac.in/> and submit the tender by using the downloaded document.
 6. The Government Polytechnic Jehanabad will adopt the Least Cost Selection (LCS) method for hiring the agency for providing services of "Internet Leased Line."
 7. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.50,000/- (Fifty Thousand rupees only) in the shape of bank Guarantee from any Schedule Bank in favour of Principal Government Polytechnic Jehanabad.



7. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.50,000/- (Fifty Thousand rupees only) in the shape of Demand Draft from any Schedule Bank in favour of Principal Government Polytechnic Jehanabad.
8. The technical and financial bids must be submitted through eproc2.bihar.gov.in before the date and time specified in the tender document. The Government Polytechnic Jehanabad doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in eproc2.bihar.gov.in at the respective stage(s) only.
10. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in theeproc2.bihar.gov.in.
11. The technical bids will be opened (in e-mode/online) on the date **28/06/2024 at 12:00 PM**.
12. The bids must be uploaded (e-mode/online) at the eproc2.bihar.gov.in.
13. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **Clause 4**.
14. The Earnest Money should be deposited on or before the closing date & time indicated in **Clause 4** above in the Government Polytechnic Jehanabad, failing which the tenders will be treated as late tender and would be summarily rejected. Proof of the same shall be uploaded on the eproc2.bihar.gov.in during the bid submission.
15. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Government Polytechnic Jehanabad the tenders/EMD will be received/opened on the next working day at the scheduled time.
16. Government Polytechnic Jehanabad reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
17. For further enquiry and information, please contact to the following officers during office hours 10 AM to 5 PM-
 1. Dr. sarwdaman Kashyap Mob- 7004143281
 2. Kumar Ashish, Mob- 8770204744
18. All further notifications/Corrigendum/Amended if any shall be posted on eproc2.bihar.gov.in.

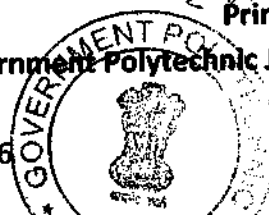
When reading this document if you identify any errors or omissions, please advise Government Polytechnic Jehanabad in writing, in 15 calendar days, giving a brief description of the problem, its location within document and your contact details.

Confidentiality

This document contains privileged and confidential information pertaining to the "Selection of Internet Service Provider for Internet Leased Line in Government Polytechnic Jehanabad. The access level for the document is specified above. The addressee should honour access rights by preventing intentional or accidental access outside access scope.

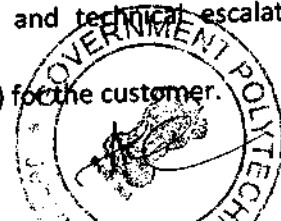
Alc
08/06/24
Principal

Government Polytechnic Jehanabad- 804405



1. Instruction to the Bidder

- i. Government Polytechnic Jehanabad may, in its absolute discretion, seek additional information or material from any bidder after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- ii. Bidder should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to RFP could be conveyed promptly.
- iii. The selection process would be based on L1 criteria where full weightage would be given to financial bid only.
- iv. The bidder should be an ISP having valid ISP license. The bids not complying with this criterion will not be considered for financial evaluation.
- v. The bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Government Polytechnic Jehanabad and supporting documents and printed literature shall be written in English.
- vi. Queries / Clarification if any, may be taken up with the contact person detailed below, on or before **22/06/2024, 2024** between 10 am to 5 pm on Monday to Friday:
Contact details of the nodal person –
 1. Dr. Sarwdaman Kashyap Mob- 7004143281
 2. Kumar Ashish, Mob- 8770204744The ISP should have fully resilient and self-healing network architecture, for the domestic back-up.
- vii. In the event of the specified date for the submission of bids, being declared a holiday for the Government Polytechnic Jehanabad, the bids will be received up to the appointed time on the next working day.
- viii. The Government Polytechnic Jehanabad may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Government Polytechnic Jehanabad and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- ix. Government Polytechnic Jehanabad shall in no circumstance accept any bid after the deadline for submission of bids prescribed by the Government Polytechnic Jehanabad and would summarily be rejected.
- x. The price quoted should be in Indian Rupees inclusive of all charges/taxes etc.
- xi. No cost shall be payable related to transportation and Insurance.
- xii. Any deviation may lead to bid rejection. Government Polytechnic Jehanabad reserves its right to cancel the order in the event of one or more of the following conditions:
 - a. Delay in installation & commissioning of the system beyond 5 weeks from the date of acceptance of the work order.
- xiii. Average latency should not be more than 100 ms up to ISP's 1st peering Point.
- xiv. The ISP must have adequate local support facility to provide 24 X 7 X 365 customer support:
 - a) The ISP should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
 - b) The ISP should have single Toll-Free number/Help Desk for all the call logging and status update.
 - c) The ISP should have well defined capabilities and procedures to track call resolution Progress status and provide the updates to the customer.
 - d) In addition, ISP should have well defined management and technical escalation procedures.
 - e) The ISP should assign one SAM (Service Assurance Manager) for the customer.



- f) The ISP has to provide Software Tool/Method to measure/check the Internet Bandwidth provided by the bidder.
- g) The ISP has to provide monthly MRTG Report of usage of Bandwidth and will ensure that getting 500 Mbps (1:1) Bandwidth.
- h) The bidder is required to offer Service Level Agreement (SLA) for the proposed Link along with a guaranteed uptime commitment of 99.5%.
- xv. Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.
- xvi. By submitting a proposal, the Bidder agrees to promptly contract with Government Polytechnic Jehanabad for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with Government Polytechnic Jehanabad will relieve Government Polytechnic Jehanabad of any obligation to the Bidder.
- xvii. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time i.e. during the evaluation of the Bid / even after placing the Work Order (WO). Bid/PO will be rejected/cancelled and suitable action will be taken.

2. Scope of Work

Government Polytechnic Jehanabad seeks proposals from qualified Internet service providers to provide Internet leased line connection as per below mentioned specifications:

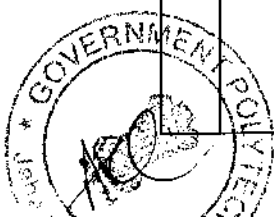
- i. Requirement of 500Mbps internet bandwidthwith uncompressed, unshared leased line connectivity at all the time.
- ii. Bandwidth with 1:1 uplink & downlink ratio
- iii. Average Network packet loss $\leq 0.5\%$
- iv. Consistency in required bandwidth.
- v. Support services 24*7*365
 - a) The ISP should have an extremely reliable network and redundancy is expected at all levels.
 - b) Router, Mux/Modem, and any other hardware required to be provided by ISP.
 - c) Maintenance of Hardware supplied by ISP will be the responsibility of ISP only.
 - d) Cost related to hardware/software and other required materials shall be borne by the Bidders only.
 - e) Technical Requirements:

Government Polytechnic Jehanabad requires Internet bandwidth as per the following specifications:

- i. The delivery should be through a public static IP address and should be able to create a network with a pool of minimum 8 public IPv6.
- ii. ISP shall provide single CPE with single download link to customer equipment.
- iii. Average latency should not be more than 100 ms up to ISP's 1st peering Point. Latency beyond 100 ms shall be subject to penalty.

3. Pre-Qualification Criteria

Sn	Requirements	Specific Requirement	Document Required
1	Legal Entity	The bidder should be a registered firm duly registered under Indian Companies Act, 1956/2013 or a partnership firm under the Indian Partnership Act, 1932 or a Limited Liability Partnership under the LLP Act, 2000 The Business should have been in	<ul style="list-style-type: none"> ▪ Copy of Certificates of incorporation in case of a Company ▪ Copy of valid Registration Certificates in case of LLP ▪ Solvency Certificate



Sn	Requirements	Specific Requirement	Document Required
		existence for minimum 5 years.	from a Practising Chartered Accountant
		The bidder should have a valid ISP license.	Documentary proof should be provided.
2	Turnover	Average Annual Turnover of the Bidder during the last Three financial years (FY 2020-21, FY 2021-22 & FY 2022-23) should not be less than 1 crore.	Audited Financial Statements or CA Certificate with CA's Registration Number/ Seal certifying the turnover
3	Technical Capability & Experience	Bidders should have 3years' experiences Internet Service provider with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India	Work Order / Work Completion Certificates from the client.
4	Number of services provided by the bidder	Bidders should have at least 3 work orders/projects for minimum of 100 Mbps or more lease linewith Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India	Work Order / Work Completion Certificates from the client.
5	Tax Registration	The company shall hold valid GST and PAN certification.	Copies of relevant certificates
6	Blacklisting	The bidder shall not have been blacklisted by any central or state government agency, PSU	Undertaking in this regard to be submitted. (As per annexure 5)

4. Technical Evaluation

The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e., timely submission, bid security, etc.), will move to the next stage of evaluation, in which technical score shall be computed based on the Scoring matrix as specified below:

Technical Evaluation Matrix				
Sn.	Particulars	Allocation of marks		Maximum Marks
1	Average annual turnover in last three financial years (2020-21, 2021-22 & 2022-23)	>= to 1 Crore but <=2 Crore	15 marks	20 marks
		> 2 Crore	20 marks	
2	Bidders should have at least 3 work orders/projects for minimum of 100 Mbps or more lease line with Central / State Government Organization / Public Sector Unit (PSU)/ Private	= 3 assignments Additional 5 marks for each assignment over and above 3 assignments.	10 marks 5 marks each for additional assignment up to 20 marks	20 marks



	University Recognized /affiliated to UGC/ AICTE in India			
3	Bidders should have 3years' experience as Internet Service provider with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India	>=3 but <= 5	5 marks	10 marks
		>5	10 marks	
Total Marks:				50 marks

Note: Bidders score 60% or more i.e., 30 marks or more, shall qualify for the financial evaluation.

5. Financial Evaluation

Financial bids shall be opened only for the vendors whose bids are found to be Technically fit/ substantially responsive and complying with minimum eligibility criteria.

- i) Government Polytechnic Jehanabad will open the Financial Bids of only Technically Qualified Bidders, in presence of the Nodal Officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by Government Polytechnic Jehanabad.
- ii) If there is any discrepancy in the financial bid, it will be dealt as per the following:
 - a. If, in the price structure quoted for the services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Government Polytechnic Jehanabad, the bid is liable to be rejected. If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

6. Contract period

Initially for Three-Years which will be extended yearly on the mutually agreed terms and conditions between the two parties.

7. Performance Security

- a. The successful bidder shall have to furnish a performance security equivalent 5% of the Project cost, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of **Principal, Government Polytechnic Jehanabad**. The Bank guarantee shall be as per Performa at "Annexure 4" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.

The performance security should be submitted before executing the contract /signing of the contract document positively.



c. If the bidder violates any of the terms and conditions of tender document of this Notice Inviting Tender/Tender in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the **Government Polytechnic Jehanabad** and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/ **Government Polytechnic Jehanabad**.

8. Inspection of Site and Equipment

The interested bidder may visit the **Government Polytechnic Jehanabad** where the services are to be rendered, till last date. The bidders must familiarize themselves with local conditions and take these into account while preparing their proposal. The **Government Polytechnic Jehanabad** shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

9. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The **Government Polytechnic Jehanabad** will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

10. Language and currency of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language and the bidder is required to quote all prices strictly in Indian Rupee only.

11. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the **Government Polytechnic Jehanabad** may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it. Such an amendment will be notified on eproc2.bihar.gov.in and the same shall be binding to all prospective Bidders. **Government Polytechnic Jehanabad** will not issue any separate communication in this regard.

12. Bid Validity

The submitted bids shall remain valid for a period of 180 days after the due date of submission of bids.

13. Rejection of bid

Bids shall be rejected if: -

- Not found in prescribed format and not containing required details.
- Not properly signed as per requirements.
- Received after due date and time.
- Missing of any supporting document(s).

14. Subcontracting

No subcontracting allowed under this contract.

15. Termination of Contract

- Bidder fails to install and commission the Internet link at the designated location within the stipulated time as per contract or within any extension thereof granted by the

Government Polytechnic Jehanabad



- Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- Bidder fails to perform any other obligation(s) under the contract.
- Any threat is perceived or observed on the security of **Government Polytechnic Jehanabad** data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- However, either party, in the case of termination, will give 1 month notice to the other party.
- The **Government Polytechnic Jehanabad** may, at any time terminate the contract by giving written notice to the Service provide if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **Government Polytechnic Jehanabad**.

16. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by hand or e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the **Government Polytechnic Jehanabad** and the bidder/agency.

17. Resolution of Disputes

- Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of saran only.

18. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

19. Payments

- Any payments would start from successful commissioning of the link and mitigation services.
- Bidder [Service Provider] will be paid in quarterly equal instalments as per agreed terms and condition with the **Government Polytechnic Jehanabad**
- Any payment made will be linked with the Service level agreement. Any penalty would be adjusted in the quarterly payment.
- Payment will be made after deducting TDS/other charges.
- In case the contract is terminated, payment towards services will be made on pro rata basis, after deducting applicable penalty and TDS/other.

20. Insurance

All the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of **Government Polytechnic Jehanabad** for the entire duration of the contract period against all risks.



21. Schedule of Work

The project must be completed within a period of 5 weeks from the date of the order. The vendor is expected to have regular meetings with **Government Polytechnic Jehanabad** and inform the progress of work.

22. Service Level Agreement (SLA)

Service Level Agreement (SLA) shall become the part of contract between Institute and the Successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The successful Bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to Institute for the duration of this contract.

22.1. Penalty

1. During the entire contract period the Bidder should guarantee Link availability during normal business hours as mentioned in SLA on monthly basis. **Government Polytechnic Jehanabad** will impose penalty as given below:

Link Availability	Penalty in % of quarterly Payment
100% to 99.5%	NIL
Below 99.5% Up to 98.5 %	2% of the quarterly payment
Below 98.5% -Upto 97%	5% of the quarterly payment
Below 97%- Upto 95%	7% of the quarterly payment
Below 95%	10% of the quarterly payment

- In the event of non-provisioning of connectivity at **Government Polytechnic Jehanabad** even after extension of delivery date. Penalty at 1 % of the annual cost of the link will be charged for every week's delay subject to maximum of 10%.

2. Average latency should not be more than 100 ms up to ISP's 1st peering Point. Latency beyond 100 ms shall be subject to penalty which would be fixed by the principal/principal in-charge of **Government Polytechnic Jehanabad**

22.2. Exclusions

Down time due to following situations will not be considered for the purpose of penalty calculation:

- Schedule maintenance by the service provider with prior intimation
- Link down due to power failure at GP Jehanabad location/office
- Force majeure events



Annexure -1
<Company Letter head>

TECHNICAL DATA SHEET

Details of contractor/ service provider

S.I No.	Description	Information	
1	Name of Tendered & Contact person with complete address, email & mobile No: -		
2	Status of the Tendered (attach documents if registered company/partnership/ proprietorship/LLP) with year of establishment.		
3	Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.-		
4	Bidders should have at least 3 work orders/projects for minimum of 100 Mbps or more lease line with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India		
	Name of the Project	Client Name & Contact information	Bandwidth provided (Minimum 100 Mbps)
	1. 2. 3. 4.		
5	Average turnover of the company in the last 3 years		
	FY 2020-21	FY 2021-22	FY 2022-23
6	Bidders should have 3 years' experience as Internet Service provider with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India		
	Name of the Project	Client Name & Contact information	Duration (Year)
	1. 2. 3. 4.		
7	Declaration that the bidder has not been debarred / blacklisted by any Government/Semi-Government/ PSU (As per Annexure 4)		

Note: Attach necessary documentary evidence to substantiate information mentioned above.

< Authorised Signature >

Name:

Designation:



Annexure – 2

Financial Bid

Format for Financial Bid

Description	Cost in Rs. (a)	Taxes in Rs. (b)	Total Amount in Rs. (a+b)
Annual Recurring Charges for providing ILL Services with DDoS for 500 Mbps for one year			
Total *			

TOTAL COST ARRIVED ABOVE WILL BE TAKEN INTO CONSIDERATION FOR FINAL FINANCIAL EVALUATION.

Bidders are requested to note the following:

- i. All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- ii. All the pages of financial bids must be sealed and signed by authorized signatory.
- iii. Vendor will supply and install the necessary hardware, software for implementation & commissioning of the Internet connectivity.
- iv. No separate charges will be paid by the **Government Polytechnic Jehanabad** for the same and it will be included in the charges mentioned in the financial format.
- v. Annual Recurring Charges will be mentioned without applicable taxes but will include all other charges such as insurance charges, port charges etc. and **Government Polytechnic Jehanabad** will not pay any other charges except applicable taxes on the annual recurring charges.
- vi. All the rates must be quoted in INR.



ANNEXURE 3

Format for Performance Bank Guarantee

Ref:

Bank Guarantee No:

Date:

To

Government Polytechnic Jehanabad

804405

1. Against contract vide Advance Acceptance of the Tender No. Dated covering "RFP for Hiring of Internet Service Provider for Internet Leased line at **Government Polytechnic Jehanabad** Campus (Government Engineering Colleges /Government Polytechnic Institutes under Department of Science, Technology and Technical Education, Government of Bihar" (hereinafter called "the Bid"). (herein after called the said 'contract') entered into between **Government Polytechnic Jehanabad** (hereinafter called the Purchaser) and M/s., a Company incorporated under the Companies Act, 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 / Government Organization/ Public Sector Undertaking and having its Registered Office at(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office at are holding in trust in favour of the Purchaser, an amount of Rs (Rupees only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.



3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We(Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:
 - a. Our liability under this Bank Guarantee shall not exceed of Rs.....(Rupees in words only).
 - b. The Bank Guarantee shall be valid up to; and;
 - c. We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorised Signatory of the Bank

Signature

Full name/designation/ Address of the official and date WITNESS NO. 1

Signature

Full name/designation/ Address WITNESS NO. 2

Signature

Full name/designation/ Address



ANNEXURE 4

Format for Declaration by the bidder for not being Blacklisted/ Debarred:

(To be executed on a non-judicial stamp paper of appropriate stamp duty (as per Stamp Act of Bihar)

Date:

To,

**Government Polytechnic Jehanabad
804405**

Subject: Submission of proposal in response to the Tender for " _____ "

Ref: Tender No.:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, **Government Polytechnic Jehanabad** reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours faithfully,

<Authorized Signatory >

Name:

Designation:

Address:

Telephone & Fax:

