



॥ अंतरी पेटवू ज्ञानज्योत ॥
कवयित्री बहिणाबाई चौधरी
उत्तर महाराष्ट्र विद्यापीठ, जळगाव

ई-निविदा सूचना

विद्यापीठासाठी PM-USHA अंतर्गत '1) Microsoft Open Value Subscription Education Solutions, 2) Cloud Based Web-Hosting Services' नोंदणीकृत पुरवठादारांकडून ई-निविदा मागविण्यात येत आहेत.

ई-निविदा सूचना, तांत्रिक माहिती, अटी व शर्तीसह महाराष्ट्र शासनाच्या <https://mahatenders.gov.in> या पोर्टलवर उपलब्ध असून सदरची ई-निविदा ऑनलाईन पध्दतीने सादर करावयाची आहे. तसेच सदरची ई-निविदा विद्यापीठाच्या संकेतस्थळावर **Website: www.nmu.ac.in** फक्त माहितीस्तव उपलब्ध करून देण्यात आलेली आहे.

परिपूर्णरित्या भरलेली ऑनलाईन स्वरूपातील ई-निविदा दि. १७/०९/२०२४ रोजी सायं. ५.०० वाजेपर्यंत किंवा तत्पूर्वी जमा करावी. सदरची ई-निविदा सादर करण्यासाठी मुदतवाढ दिल्यास अथवा शुध्दीपत्रक निर्गमित केल्यास त्या संबंधीची सूचना वरील संकेतस्थळावर प्रसिध्द करण्यात येईल.

जाक्रं: कवचौउमवि/२६/सं. शास्त्र प्र.शा. /१३४/२०२४

(सीएरवींद्र एन. पाटील)

दिनांक : २४/०८/२०२४

वित्त व लेखा अधिकारी



॥ अंतरी पेटवू ज्ञानज्योत ॥
कवयित्री बहिणाबाई चौधरी उत्तर महाराष्ट्र विद्यापीठ
जळगाव

**KAVAYITRI BAHINABAI CHAUDHARI
NORTH MAHARASHTRA UNIVERSITY, JALGAON**

POST BOX NO.80, UMAVINAGAR,

JALGAON- 425 001

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**E-TENDER DOCUMENTS FOR “CLOUD-
BASED WEB HOSTING FOR THREE
YEARS”**

[Under PMUSHA Scheme]

REF :- KBCNMU/8/ET/WebHosting/136/2024, DATE- 26.08.2024

FOR MORE DETAILS VISIT THE PORTAL OF

FOR UPLOADING OF E-TENDER:- <https://mahatenders.gov.in>

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

(Total Pages 01 to 21)

KAVAYITRI BAHINABAI CHAUDHARI
NORTH MAHARASHTRA UNIVERSITY, JALGAON

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**KAVAYITRI BAHINABAI CHAUDHARI NORTH MAHARASHTRA
UNIVERSITY, JALGAON**

Tender Schedule and Contact details

Sr.No.	Key Days of the Tender	Start date & time	End date and time
01	Tender Release	26/08/2024 17.00 hrs.	----
02	Tender documents downloading	26/08/2024 10.00 hrs.	17/09/2024 17.00 hrs.
03	Online submission	26/08/2024 10.00 hrs.	17/09/2024 15.00 hrs.
04	Technical Bid opening	18/09/2024 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. 0257-2257451
Dr. Husain Dawoodi
Off. No. :0257-2258411

- 3) Tender Enquiry Purchase Department
0257-2257236/237

**KAVAYITRI BAHINABAI CHAUDHARI
NORTH MAHARASHTRA UNIVERSITY, JALGAON**

E-TENDER NOTICE

Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon invites e-tenders for **CLOUD-BASED WEB HOSTING 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 00/07/2024 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/WebHosting/136/2024

Date:- 26/08/2024

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

Instructions for filling E-Tender

The Finance and Accounts Officers, Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon invites tenders for CLOUD-BASED WEB HOSTING 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
I	Information of the bidder as per Annexure-A . (The same should be submitted on the 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. (2020-2021, 2021-2022, 2022-2023)
VII	Proof of annual turnover for the last three financial years (2020-2021, 2021-2022, 2022-2023). 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
X	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. (2020-2021, 2021-2022, 2022-2023).
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 For Supply and Installation of "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 For Cloud-Based Web Hosting For Three Years
- 2) **Earnest Money Deposit & Tender Fees:** - Vendors are required to pay Rs. 5500/- (Rs. Five thousand five hundred only) and **Rs. 1,00,000/-** (Rs. One lakh 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) **Payment:- Payment will be made quarterly, in equal installments of the total amount of the work order. The payment will be at the end of each quarter based on satisfactory performance for the respective quarter. The vendor must produce the invoice at the end of each quarter for the payment. While making payment statutory deductions will be made directly from the bill.**
- 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) Delivery Period: - The items must be supplied within 1-2 weeks from the date of receipt of purchase order. If the successful bidder fails to deliver goods/material within the period prescribed for delivery, the University will be entitled to recover a penalty as liquidated damages @ 0.5% of the total value of the invoice each week or parts thereof during which the delay of such stores delays subject to the 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 e-procurement 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 For Cloud-Based Web Hosting For Three Years 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 e-tender. 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) The Micro and Small-Scale enterprises registered with the National and state small industries corporation (NSIC/MSME) must also pay the tender fees and earnest money. Please note that the tender will not be considered unless the suppliers pay the said fee.

(CA Ravindra N. Patil)
Finance and Accounts Officer

TECHNICAL SPECIFICATIONS

CLOUD-BASED WEB HOSTING FOR THREE YEARS

Item	Specification
Hosting Type	Managed Dedicated Server
Processor	1 x Intel Xeon E5-2680 v3, 12 cores (3.3 Ghz) or better
Memory	30 GB DDR3
Storage	2 x 1 TB SSD Primary Storage 2 x 1 TB HDD Backup Storage
RAID	RAID 1
Operating System	Windows Server 2022 64-Bit
Monthly Data Transfer (HTTP/HTTPS/FTP)	Unmetered 250 Mbps/s
Network Port	1000 Mbps/s
Database	MS SQL Server 2022 Web Edition
Subdomains	10 (minimum)
Dedicated IP	5
IIS	IIS
ASP .NET	Version 4.5/4.0/3.5/2.0 AjaxControlToolkit, Silverlight
Docker Support	Yes
Web Logs/ Statistics Access	Yes
Technical Support	24 x 7
Uptime	100%
Access without "www"	Yes
Control Panel/Dashboard	Yes Root/AdminAccess /cPanel
Server Location	India
Backup	Yes
SSL Certificate	SSL DV for three years
Dotnetnuke 9.0 Support	Yes
Name Server Services	Should be provided by the vendor

Technical Terms Conditions:-

1. The Web hosting services are required for three years.
2. The domain name (<https://nmu.ac.in>) is owned by the university through ERNET, New Delhi. The hosting provider is required to provide the details regarding their name servers and make necessary changes in their name servers for the domain <http://nmu.ac.in>.
3. Time-to-time technological upgradations and server OS patches need to be provided by the vendor wherever necessary in consultation with university authorities.
4. The hosting provider is supposed to provide us with fully managed servers with necessary technical support whenever required.
5. The web hosting provider should take regular backups of the data, in the event of any crash it is the responsibility of the web hosting provider to restore the data.

6. The vendor should have informed the university, regarding the change in server location/migration of the site to the new server at least two weeks before to the migration/shifting. He/she should do the same with the prior approval of the university.
7. At the time of the server maintenance the same needs to be informed to the university two weeks ago, and the vendor should make necessary alternative arrangements so that 100% uptime is maintained.
8. The vendor is required to take regular backups of the data including database and files.
9. It is the responsibility of the web hosting provider to provide the necessary network level security and take all necessary precautions against cyber attacks.

Signature & Seal of the Tenderer

Information of the Bidder

Sr.No.	Particular	
1	Name of the Company/ Organization	
2	Registered Office Address, Telephone no., 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 2020-2021 2021-2022 2022-2023	
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

Certificate of Annual TurnOver

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

Sr.No.	Financial year	Annual turnover (In Lac)
1	2020- 2021	
2	2021-2022	
3	2022-2023	
4	Average Turnover	

Seal & Signature of the
Chartered Accountant

Seal & Signature of the
bidder authorized representative

Manufacturers Authorization Form

Ref.No./

Date: / /2024

To,
The Finance & Accounts officers,
KavayitriBahinabai Chaudhari North Maharashtra University,
Post Box No.80,
Umavinagar, Jalgaon.

Subject: **Authorization letter for tender for**
‘CLOUD-BASED WEB HOSTING FOR THREE YEARS ’

Ref.No. : KBCNMU/8/ET/WebHosting/136/2024 DATE- 26.08.2024

Dear Sir,

This is regarding the above subject of procurement “CLOUD-BASED WEB HOSTING FOR THREE YEARS’ for your University. We would like to authorize M/s. _____ who is a business associate/partner of OEM/ authorized distributors /authorized dealers in India to participate in the above tender and execute the same if awarded.

We hereby extend our full support as per the terms and conditions of the tender and the contract for the services offered against this invitation for tender offered by the M/s. _____ We hereby commit to the tender terms and conditions and will not withdraw our commitment during the process and/ or during the period of contract.

Thanking you,

Yours faithfully,

Name of the company and seal
Name, Signature, and Designation
of the person

Note:- The Manufactures Authorization form must be signed by the competent authority of the manufacturer.

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)

Annexure –E

COMPARATIVE CHART OF TECHNICAL SPECIFICATIONS

Note: The above chart should be submitted on the letterhead of the OEM/ Dealer/ Distributor/bidder.

Item	Specification	Compliance Yes/No
Hosting Type	Managed Dedicated Server	
Processor	1 x Intel Xeon E5-2680 v3, 12 cores (3.3 Ghz) or better	
Memory	30 GB DDR3	
Storage	2 x 1 TB SSD Primary Storage 2 x 1 TB HDD Backup Storage	
RAID	RAID 1	
Operating System	Windows Server 2022 64-Bit	
Monthly Data Transfer (HTTP/HTTPS/FTP)	Unmetered 250 Mbps/s	
Network Port	1000 Mbps/s	
Database	MS SQL Server 2022 Web Edition	
Subdomains	10 (minimum)	
Dedicated IP	5	
IIS	IIS	
ASP .NET	Version 4.5/4.0/3.5/2.0 AjaxControlToolkit, Silverlight	
Docker Support	Yes	
Web Logs/ Statistics Access	Yes	
Technical Support	24 x 7	
Uptime	100%	
Access without "www"	Yes	
Control Panel/Dashboard	Yes Root/AdminAccess /cPanel	
Server Location	India	
Backup	Yes	
SSL Certificate	SSL DV for three years	
Dotnetnuke 9.0 Support	Yes	
Name Server Services	Should be provided by the vendor	

Technical Terms Conditions:-

1. The Web hosting services are required for three years.
2. The domain name (https://nmu.ac.in) is owned by the university through ERNET, New Delhi. The hosting provider is required to provide the details regarding their name servers and make necessary changes in their name servers for the domain http://nmu.ac.in.
3. Time-to-time technological upgradations and server OS patches need to be provided by the vendor wherever necessary in consultation with university authorities.
4. The hosting provider is supposed to provide us with fully managed servers with necessary technical support whenever required.
5. The web hosting provider should take regular backups of the data, in the event of any crash it is the responsibility of the web hosting provider to restore the data.
6. The vendor should have informed the university, regarding the change in server location/migration of the site to the new server at least two weeks before to the migration/shifting. He/she should do the same with the prior approval of the university.
7. At the time of the server maintenance the same needs to be informed to the university two weeks ago, and the vendor should make necessary alternative arrangements so that 100% uptime is maintained.
8. The vendor is required to take regular backups of the data including database and files.
9. It is the responsibility of the web hosting provider to provide the necessary network level security and take all necessary precautions against cyber attacks.

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

Bidder's Declaration

**E-TENDER DOCUMENT FOR CLOUD-BASED WEB
HOSTING FOR THREE YEARS**

Ref.No:- KBCNMU/8/ET/WebHosting /136/2024, DATE- 26.08.2024

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

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

1. This agreement was made on the ____ day of _____2024 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 / /2024 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. / /202 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.

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 _____ 2024

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: -

ANNEXURE –H

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

(only successful bidders can use this format)

To,
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. --/---/202 (hereinafter called “the contract”) for providing services / supplying of Instrument / Laboratory Equipment _____ for Rs._____ (hereinafter called the said Tender/Purchase Award order) of 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 Rs._____ Only) for providing services/ supply and Installation 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 _____ **(Bank Name and Address)** 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.

Now Therefore we hereby affirm that we are guarantor and responsible to you, on behalf of the supplier, up to a total of Rs. _____/- **(Rupees: _____ only)** we hereby irrevocably and undertake to pay you immediately, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. _____/- **(Rupees: _____ only)** as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum of specified therein.

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.

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 be 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

1. Our liability under this Bank Guarantee shall not exceed **Rs.-----/-** (Rupees _____ only)

2.

This Bank Guarantee shall be valid from **Date-. .2024** 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.

We are liable to pay the guarantee amount or any parts thereof under this bank guarantee only and only if you serve upon us a written or demand on or before ----- (date of expiry of Guarantee) at ----- **(Bank Name and Address)**

The Bank Guarantee expires on Date / /2024

Dated the -- day of _____ 2024

For _____ Bank

For _____ Bank

Authorized Signatory

Place:

Date:

Name:

Designation:

Authorized Signatory

Place:

Date:

Name:

Designation: