



**MAULANA AZAD NATIONAL URDU UNIVERSITY
GACHIBOWLI, HYDERABAD 500032
(A Central University established by an Act of Parliament in 1998)**

**TENDER DOCUMENT
FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
OF UPS SYSTEMS**

Tender No.716 (MANUU/Purchase-II/F.10/2017-18) d t. 8th December, 2017

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TENDER DOCUMENT AT A GLANCE

1.	Work/ Service	Comprehensive Annual Maintenance Contract (CAMC) for UPS Systems at Main Campus of MANUU, Gachibowli, Hyderabad.
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, Hyderabad
3.	Duration of contract	Normally, one year from the date of signing of contract
4.	Estimated cost of contract	R10,00,000/- (Rs.Ten lakh)
5.	Last date and time of submission of bids	26 th December, 2017 up to 03:00 P.M.
6.	Authority to whom bids should be submitted	Asst. Registrar (Purchases & Stores), Administrative Building, Ground Floor Main Campus Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 Tel. No. 040 - 23001697
7.	Date and time of opening of technical bids	ON 26 th December, 2017 AT 03:00 P.M.
8.	Date and time of opening of financial bids	To be notified later to only those bidders who qualify in technical bids.
9.	Bid Security (EMD)	Rs. 45,000/-
10.	Validity of Bid	75 days from the last date of submission of bids
11.	Total number of pages of Tender Document	37 (Thirty seven)

SECTION -1

NOTICE INVITING TENDER

Maulana Azad National Urdu University (MANUU), Hyderabad (a Central University established by an Act of Parliament) invites sealed tenders under two bid system (technical and financial) from reputed firms / companies of Hyderabad-Secunderabad who are manufacturers / suppliers/ maintenance agencies dealing in comprehensive maintenance services of various makes and capacity of UPS Systems.

Sealed bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with required documents and Bid Security (Earnest Money Deposit) for Rs. 45,000/- in the form of an Account Payee Demand Draft / Banker's Cheque /Fixed Deposit Receipts drawn / made in favour of Finance Officer, MANUU and placed in a bigger cover with superscription 'Tender for Comprehensive Maintenance of UPS Systems at MANUU, Hyderabad' should be dropped either in the tender box available at Purchase & Stores Section, Ground Floor, Administrative Building, MANUU or may be sent by Speed/Registered Post addressed to the Assistant Registrar (Purchases & Stores Section), Telephone No. 040-23001697, Ground Floor, Administrative Building, MANUU, Gachibowli, Hyderabad - 500032 so as to reach the said authority on or before 26th December, 2017 up to 03.00 PM.

The technical bids received by the specified last date and time will be opened at 03.00pm on the last date of receipt of bids at Purchase Section, Ground Floor, Administrative Building, MANUU, Gachibowli, Hyderabad 500032 by a duly authorized Committee in the presence of bidders or their authorized representatives who wish to be present. The date and time of opening of Financial Bids will be intimated in due course to only those bidders who qualify in Technical Bid.

Sd/-
REGISTRAR

SECTION - 2

INSTRUCTION TO BIDDERS

2.1 General Instructions

- 2.1.1 For the bidding/ tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.
- 2.1.2 The invitation for bid is open to reputed firms of Hyderabad - Secunderabad who are manufacturers / suppliers/ maintenance agencies dealing in comprehensive maintenance services of various makes and capacity of UPS Systems.
- 2.1.3 The sealed bidding documents (technical bid and financial bid) must be dropped either in the tender box available at Purchase & Stores Section, Administrative Building, MANUU or may be sent by Speed / Registered Post addressed to the Asst. Registrar (Purchases & Stores), Telephone No.040-23001697, Room No. 05, Administrative Building, MANUU, Gachibowli, Hyderabad - 500032 so as to reach the said authority on or before 26th December, 2017 up to 03.00 pm. Late bids shall not be accepted on any ground whatsoever.
- 2.1.4 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5 Each page of the tender document must be stamped and signed by the person or persons submitting the tender in token of his/ her having got acquainted himself/ herself/ themselves and accepted the entire content of tender documents including various conditions of contract contained therein. Any bid with any of the documents so signed is liable to be rejected at the discretion of the Client. No page should be removed / detached from this bidding document.
- 2.1.6 Any person signing on behalf of a bidder must attach copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.7 Each bidder shall submit only one bid against this invitation of tender.
- 2.1.8 Bid containing conditional offers or offers with deviation from the conditions of contract, the bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security (EMD) of requisite amount/ format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9 The tenderer, after submitting the tender, may withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered.
- 2.1.10 No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity.
- 2.1.11 The bidding firm/ company should have its office at Hyderabad / Secunderabad.

- 2.1.12 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner(s) in common; or
 - they receive or have received any direct or indirect financial stake from any of them; or
 - they have the same legal representative/ agent for the purpose of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- 2.1.13 A prospective bidder may survey the UPS systems listed at Annexure-I of Section 3 at any time between 09:30 AM to 04:30 PM (except 01:00 PM to 02:00 PM) on all working days with prior intimation and permission of Asst. Registrar (Purchases & Stores) before submission of bids.
- 2.1.14 At any time prior to the date of submission of bids, the Client may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the Client's official website.
- 2.1.15 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the Client. In such a situation, the bidders shall also be required to extend the validity period of their bid security / EMD.

2.2 Bid Security (Earnest Monet Deposit)

- 2.2.1 Each bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs.45,000/- (Rupees forty five thousand only) in the form of an Account Payee Demand Draft / Banker's Cheque /Fixed Deposit Receipts/ Bank Guarantee of any nationalized bank drawn / made in favour of Finance Officer, Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad. However, the firms/ companies registered as Micro and Small Enterprises (MSEs) as defined in Government of India's MSE Procurement Policy, Start-ups as recognized by Government of India, Department of Industrial Policy & Promotion or registered with DGS&D are exempted to furnish bid security subject to production of proof of their registration for supply/ maintenance of UPS systems.
- 2.2.3 The Bid Security should remain valid for a period of 75 days beyond the final bid validity period.
- 2.2.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.5 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2.2.6 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- furnish the required Performance Security within the specified period;

- (ii) honour his/ her own quoted prices for the services or part thereof;
 - (iii) sign the contract in accordance with the terms of the tender document.
- 2.2.7 Bid Securities of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 2.2.8 In the case of successful bidder, the Bid Security will be refunded on receipt of Performance Security.
- 2.3 Minimum Eligibility Criteria**
- 2.3.1 The bidder shall necessarily be a legal entity having valid GST Registration, Income Tax Registration, incorporation certificate under Companies Act, 1956 or 2013 (in case of a Company so incorporated).
- 2.3.2 The bidder's firm/ company should have at least five years' experience in the comprehensive maintenance of various makes and capacity of UPS systems with minimum experience of past three consecutive years of maintenance of minimum 40 UPS systems in Government Departments/ Autonomous Bodies/ Public Sector Undertakings/ Big Private Sector Organizations.
- 2.3.3 The average annual turnover of the bidder during the preceding three financial years ending 31st March, 2017 on account of maintenance of UPS systems should be Rs.4,00,000/- as per the audited balance sheet and profit & loss account of the relevant period duly authenticated by a Chartered Accountant.
- 2.3.4 Bidder Firm/ Company should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2017.
- 2.3.5 The bidder must have their own office at Hyderabad / Secunderabad with enough qualified customer support engineers for maintenance of various makes and capacity of UPS systems and necessary call logging, escalating and follow-up mechanism.
- 2.3.6 Bidder Firm/ Company should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking/ Big Private Sector Organization. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of contract as the case may be.
- 2.3.7 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
- (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The maintenance services of UPS systems, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

- 2.3.8 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.7, the following self attested documents/ information must be attached with the technical bid:
- copy each of PAN, GSTIN, Certificate of Incorporation issued by the Registrar of Companies (if the bidder is a company);
 - copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2014-15 to 2016-17;
 - copies of work orders and experience certificates in support of information required at clause 2.3.2 above;
 - an affidavit on non-judicial stamp paper for R 50/- declaring that the firm/ company had never been blacklisted by any authority.
 - list of technically qualified manpower available with the firm/ company who are assigned the job of maintenance of various makes and capacity of UPS systems.

2.4 Bid Validity Period

- 2.4.1 Bids shall remain valid and open for acceptance for a period of 75 (seventy five) days from the last date of submission of bids.
- 2.4.2 The University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid already submitted.

2.5 Submission of Technical Bid

- 2.5.1 Technical Bid should be submitted in the Form prescribed at Form-2 of this tender document.
- 2.5.2 The following documents shall comprise the Technical Bid:
- Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alia containing the declaration required at clause 2.3.7. The letter should be printed on company's letter head and signed by the authorized signatory.
 - Duly filled-in and signed Form-2 containing information required in clauses 2.3.1 to 2.3.7.
 - All the supporting documents as required in clause 2.3.8
 - Bid Security (EMD) of R 45,000/- in any of the form mentioned in clause 2.2.1.
 - Tender document signed and stamped on each page.
 - Check List duly filled-in and signed in Form-7.
- 2.5.3 Technical bid comprising aforesaid documents kept in a separate sealed envelope should be superscribed as "Technical Bid for Comprehensive Annual Maintenance Contract for UPS Systems, 2017".

2.6 Submission of Financial Bid

- 2.6.1 Financial Bid should be submitted in the 'Price Schedule' Form prescribed at Form-3 of this tender document containing inter alia the following stipulations:
- The financial bid shall indicate the unit price for each item, applicable taxes and other charges both in words and figures. If there is a discrepancy between the price quoted in words and figures, whichever amount is higher of the two shall be taken as bid price.

- (b) The unit price quoted against each item will also include spare parts needed, if any, for proper functioning of UPS systems during the period of maintenance contract. Other charges will include cost of transportation, labour, incidental charges and other unforeseen expenses etc.
 - (c) Prices quoted by the bidder shall remain fixed during the period of contract and extended period of contract, if any. Submission of financial bids with adjustable/variable price will be treated as non-responsive and will be rejected.
 - (d) If a firm/ company quote NIL unit price/ other charges, the bid shall be treated as unresponsive and will not be considered.
- 2.6.2 Financial Bid should be signed by the authorized signatory.
- 2.6.3 Bidders must quote prices for maintenance of all capacities of UPS systems listed at Annexure-I of Section 3. Quotation for part maintenance shall not be accepted.
- 2.6.4 The bid should be kept in a separate sealed cover superscribed "Financial Bid for Comprehensive Annual Maintenance Contract for UPS Systems, 2017" with the name and address of the bidder.

2.7 Submission of Techno-financial Bid

- 2.7.1 Both the technical and financial bids sealed in separate envelopes should be kept in a separate big sealed envelope and the following should be printed or hand-written on the outer portion of the envelope:
- (i) "Techno-financial Bid for Comprehensive Annual Maintenance Contract for UPS Systems, 2017".
 - (ii) **"NOT TO BE OPENED BEFORE 26th December, 2017 (last date and time of opening of technical bid)**
 - (iii) Address : To
The Assistant Registrar (Purchases & Stores)
Administrative Building
Maulana Azad National Urdu University
Gachibowli, Hyderabad 500032
- 2.7.2 Bid must be submitted by the last date and time specified in clause 2.1.3.
- 2.7.3 Other conditions of submission, substitution, and withdrawal etc. of bids and extension of last date of submission of bids as mentioned at sub-clauses under clause 2.1 shall *ipso facto* be applicable.

2.8 Opening of Technical Bids

- 2.8.1 The technical bids received by 26th December, 2017 up to 03:00 P.M. shall be opened on the same day at 03:00 P.M. at Purchase & Stores Section, Ground Floor, Administrative Building, MANUU by the duly authorized Committee in the presence of such bidders who may wish to be present himself or through their authorized representatives.
- 2.8.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working date with time and venue remaining unaltered.
- 2.8.3 A letter of authorization shall be submitted by the bidder's representatives before opening of the bids

- 2.8.4 Absence of bidder or their representative shall not impair the legality of the opening of bids.
- 2.8.5 All the bidders or their representatives present shall be required to sign the main bid envelope.
- 2.8.6 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD of requisite amount and other documents as required in clause 1.2.2 are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.8.7 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.9 Technical Bid Evaluation

- 2.9.1 The technical bids shall be evaluated based on the documents submitted by the bidders in totality as required under clause 2.5.2 above. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification on its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 2.9.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 2.9.3 Client also reserves its right to seek confirmation/ clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.9.4 Client shall intimate the technically qualified bidders through written communication the date, time and venue for opening of financial bids.

2.10 Opening of Financial Bids

- 2.10.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 2.10.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their respective firms/ companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 2.10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 2.10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 2.10.5 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure.

2.11 Financial Bid Evaluation

- 2.11.1 The evaluation of financial bids shall be made on the basis of quoted total price per annum for comprehensive maintenance of all capacity of UPS systems including GST and other charges.
- 2.11.2 The bidder whose financial bid is found to be lowest in terms of clause 2.11.1 above shall be declared as successful.
- 2.11.3 In case of two or more firms /companies quoting the same lowest rates, all such firms will be asked to submit fresh quotations for all the items on short notice.

2.12 Right of Acceptance

- 2.12.1 Maulana Azad National Urdu University, Hyderabad reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the Client's action. The decision of the competent authority of the University in this regard shall be final and binding.
- 2.12.2 The competent authority of the University reserves the right to award contract in full or in part to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 2.12.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next higher bidder and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

2.13 Notification of award by issuance of 'Letter of Acceptance'

- 2.13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) / Letter of Award of Contract in duplicate in Form - 4 to the said successful bidder, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 2.13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

SECTION - 3

SCHEDULE OF WORK / REQUIREMENTS

This Schedule of Requirements contains details of maintenance services for UPS systems to be provided by the contractor at Client's site and other information, instructions of the Client in respect of maintenance services required to be carried out by the contractor.

3.1 Details of UPS systems to be maintained

- 3.1.1 UPS systems numbering 91 with their descriptions detailed at Annexure-I of this Schedule and installed at different locations of MANUU's Headquarters at Gachibowli, Hyderabad would be required to be maintained by the contractor.
- 3.1.2 The number of UPS systems mentioned at 3.1.1 above are subject to change any time during the period of contract and extended period of contract, if any.
- 3.1.3 The UPS systems that are not serviceable by the contractor or are beyond economical repair due to obsolescence of technology or non-availability of parts / components / assemblies will be withdrawn from the maintenance contract. The decision of MANUU regarding non-availability and obsolescence of technology will be final. Withdrawal of such UPS Systems shall be communicated to the agency and proportionate maintenance charges shall be deducted from the amount due to the contractor.

3.2 Comprehensive Maintenance Contract

- 3.2.1 The Annual Maintenance Contract (AMC) shall cover both preventive and breakdown maintenance and shall include cost on account of all repairs and maintenance of UPS systems mentioned at Annexure-I and replacement of spare parts (except batteries) thereof at the exclusive risk and responsibility of the contractor. MANUU shall not bear any cost (except batteries) for anything whatsoever after the systems have been handed over to the contractor for maintenance.
- 3.2.2 The spare parts / components / sub-assemblies used for repair / replacement by the contractor should be of the same and original make / equivalent/ compatible or higher make and version and functional capability as originally available in the systems. A detailed statement of parts replaced shall be submitted by the contractor along with the half yearly performance report.
- 3.2.3 After replacement of defective or damaged components, such components should be returned to the Engineering Section.

3.3 General Instructions for Maintenance

- 3.3.1 The maintenance services shall be provided on 24 x7 basis i.e. 24 hours 7 days in a week.
- 3.3.2 The contractor would be required to attend complaints within 12 hours on the same day or on the next day of the complaint reported by Departments / Sections of MANUU and to set defective / damaged UPS systems functional within 24 hours. To have a proper record of complaints attended and timely setting right of defects, the contractor / person deployed at site by the contractor shall maintain a Service Log Book in the form prescribed at Annexure-II of this Section. The contractor shall show this Log Book to the concerned officer as and when demanded by them.

- 3.3.3 If the contractor fails to attend the complaints and set right the systems within 24 hours, MANUU reserves the right to get the work done by other firms and deduct such expenses from AMC charges.
- 3.3.4 Stand by UPS systems (one each of 2KVA, 5KVA and 10KVA) shall be made available at MANUU during AMC period and shall be installed as and when required in place of UPS system under repair or in addition to the existing one. Cost of such standby systems, if required more, shall have to be borne by the firm only (including fixing, labour, transport etc.).
- 3.3.5 All repairs should be carried out at the respective place of complaint only. However, where repair is not feasible at the site of complaint or it requires additional facilities for other sources, faulty units will be handed over to the contractor or his representative against proper acknowledgement. Contractor will carry out necessary repairs on the faulty unit and install the unit back in its original place in operating condition under the intimation of concerned official of MANUU.
- 3.3.6 Onsite preventive and corrective maintenance of all UPS Systems at MANUU at the site of their installation is to be carried out once in two months. Records for preventive and corrective maintenance in the pro-forma prescribed at Annexure-III of this Section should be provided to the Engineering Section (Maintenance).
- 3.3.7 The contractor shall be required to obtain a half yearly certificate from the Executive Engineer of the University about the overall performance in Annexure-IV of this Section.

ANNEXURE - I

LIST OF UPS SYSTEMS TO BE MAINTAINED

Sl.	Location	Model/ Make/ UPS No.	Capacity (KVA)
1.	ADMIN GROUND FLOOR RIGHT WING R13	GXT3000MT LB 0721900009MT03LB	3
2.	ADMIN GROUND FLOOR RIGHT WING R13	KELTRON KEL 1931	5
3.	ADMIN GROUND FLOOR RIGHT WING R13	KELTRON KEL 1554	6
4.	ADMIN GROUND FLOOR RIGHT WING R13	DELTA KGE13220200	11
5.	ADMIN GROUND FLOOR RIGHT WING PURCHASE	EMERSON 0721000009MT03	3
6.	ADMIN GROUND FLOOR LEFT WING PRO OFFICE	HP-303/NUMAX3EAM 10330769100033	3
7.	ADMIN FIRST FLOOR RIGHT WING	N3K/DELTA GES302N2020	3
8.	ADMIN FIRST FLOOR RIGHT WING	KELTRON/ KEL 1464	5
9.	ADMIN FIRST FLOOR RIGHT WING	ARO	3
10.	ADMIN FIRST FLOOR LEFT WING OPP CONFERENCE ROOM	ARO	3
11.	ADMIN FIRST FLOOR LEFT WING OPP CONFERENCE ROOM	KELTRON 1482	11
12.	ADMIN 1 st FLOOR LEFT NR CONFERENCE ROOM	APC SURT2000UXI	2
13.	ADMIN SECOUND FLOOR ACCOUNT SECTION	J7K/DELTAGES702J220201	7
14.	ADMIN SECOUND FLOOR LEFT WING OPP R 209	ADS2031/KELTRON KEL 1946	6
15.	ADMIN SECOUND FLOOR LEFT WING OPP R 209	ARO	5
16.	ADMIN THIRD FLOOR RIGHT WINGOPP R306	KELTRONKEL 1446	11
17.	ADMIN TF EXAM BRANCH OPP R 312	HPLII 130908063	10
18.	ADMIN TF EXAM BRANCH OPP R 312	HPLII 130908029	3
19.	OLD ENGINEERING SECTION	DIGITAL HP 3000IV 091222686	3
20.	CULLC-INSIDE STAIRS	NUMARIC HPX50001093108155	5
21.	DDE GROUNG FLOOR DISPATCH SECTION	APC	6
22.	DDE FIRST FLOOR	numax	11
23.	DDE FIRST FLOOR	DELTA J11K GES113J220201	11
24.	DDE FIRST FLOOR SSS UNIT	APC SRC 3000 UXIBQ1220001131	3
25.	DDE SECOUND FLOOR	APC SRC 3000UXIBQ1336001423	3
26.	MCJ SECOUND FLOOR	DELTA GES3034BQ1336001423	30
27.	POLYTECHNIC GROUND FLOOR LEFT STAIRS	DELTA SRC5000UXI6S1131Z00317	5
28.	POLYTECHNIC GROUND FLOOR R 06	KELTECHKEL1997	10

29.	POLYTECHNIC GROUND FLOOR R09	KELTECH	10
30.	POLYTECHNIC GROUND FLOOR R 15	KELTRON820615	15
31.	POLYTECHNIC GROUND FLOOR R 17	APCSRC5000UXI	5
32.	POLYTECHNIC FIRST FLOOR R 28	KELTECHKEL1996	10
33.	POLYTECHNIC FIRST FLOOR R29	KELTECHKEL1993	10
34.	POLYTECHNIC FIRST FLOOR R30	KELTECHKEL1999	10
35.	POLYTECHNIC FIRST FLOOR R31	KELTECHKEL1994	10
36.	POLYTECHNIC FIRST FLOOR R46	KELTECHKEL 1995	10
37.	SCHOOL OF EDU. BESIDE RAMP	KELTRONKEL 1943	11
38.	SCHOOL OF EDU. BESIDE RAMP	KELTRONKEL 1944	11
39.	SCHOOL OF EDU. BESIDE RAMP	KELTRONKEL 1472	11
40.	SCHOOL OF EDU. BESIDE RAMP	KELTRON	11
41.	CS&IT FIRST FLOOR	KELTRONKEL 1947	20
42.	CS&IT FIRST FLOOR	DELTA/AC1407500204 WG	11
43.	CS&IT FIRST FLOOR	KELTRONKEL 1945	11
44.	CS&IT FIRST FLOOR	J11KGES113J220201	11
45.	ITI GF STAFF ROOM	UPS 2000II 121207527	2
46.	ITI FF	KELTRONKELTRON	10
47.	CPDUMT BUILDING ABOVE STAIRS	ENERTECH464122K6	5
48.	CENTRAL LIBRARY GROUND FLOOR	SURT2000UXI /APCB21140007163	5
49.	CENTRAL LIBRARY GROUND FLOOR	2200UX/ APC YS0105000847	2.2
50.	CENTRAL LIBRARY GROUND FLOOR	KELTRONKEL 1454	7
51.	CENTRAL LIBRARY GROUND FLOOR	KELTRONKEL 1948	20
52.	CENTRAL LIBRARY 1ST FLOOR R 108	DELTA	11
53.	UGC ACADMIC BLOCK	KELTRON/KEL 1415	5
54.	UGC HRDC	DELTA COF07100128 WT	5
55.	HEALTH CENTER INSIDE	EMERSON/ IGR11006AS5559	6
56.	GIRLS HOSTEL 1	SMART 3000/APC	3
57.	UGC - Academic Block	Numeric/ HPX 2000	2
58.	UGC - HRDC Block	Numeric/ HPX 2000	2
59.	UGC - Guest House	Numeric/ HPX 2000	2
60.	Polytechnic	Numeric/ HPX 2000	2
61.	ITI	Numeric/ HPX 2000	2
62.	Block A Type 2	Numeric/ HPX 2000	2

63.	Block B Type 2	Numeric/ HPX 2000	2
64.	Block A Type 3	Numeric/ HPX 2000	2
65.	Block B Type 3	Numeric/ HPX 2000	2
66.	Block A Type 4	Numeric/ HPX 2000	2
67.	Block B Type 4	Numeric/ HPX 2000	2
68.	Block C Type 4	Numeric/ HPX 2000	2
69.	Block D Type 4	Numeric/ HPX 2000	2
70.	Block A Type 5	Numeric/ HPX 2000	2
71.	Lecture Quarter	Numeric/ HPX 2000	2
72.	Professor Quarter	Numeric/ HPX 2000	2
73.	Education & Training - GF	Numeric/ HPX 2000	2
74.	School of Languages - GF	Numeric/ HPX 2000	2
75.	IMC, GF	Numeric/ HPX 2000	2
76.	CPDUMT	Numeric/ HPX 2000	2
77.	<i>Boys Hostel-1 (Old Boys) GF</i>	Numeric/ HPX 2000	2
78.	<i>Boys Hostel-2 (NBH) GF</i>	Numeric/ HPX 2000	2
79.	Sports Complex	Numeric/ HPX 2000	2
80.	CULLC	Numeric/ HPX 2000	2
81.	DDE	Numeric/ HPX 2000	2
82.	University - Guest House	Numeric/ HPX 2000	2
83.	VC - Lodge	Numeric/ HPX 2000	2
84.	PVC - Lodge	Numeric/ HPX 2000	2
85.	FO - Old Residence	Numeric/ HPX 2000	2
86.	Admin Building 1st Floor	Numeric/5000	5
87.	Central Library - 1st Floor	Numeric/5000	5
88.	Girls Hostel -1	Numeric/5000	5
89.	Boys Hostel-1 (Old Boys) GF	Numeric/5000	5
90.	Boys Hostel-2 (NBH) GF	Numeric/5000	5
91.	CIT, Server Room (Old L. Hall)	Numeric/11100	10

ANNEXURE- II

SERVICE LOG BOOK

(Ref. Clause 3.3.2)

Sl. No .	Date	Deptt./ Centre/ Section etc.	Time at which complaint was received	Complaint in brief	Make/ Type of UPS system	Date & time at which complaint was attended	In case, the complaint was not set right on the spot, date & time at which fully resolved	Whether any part of the system was replaced? If yes, mention the same	Dated signature of concerned faculty/ official of the Deptt. etc. with the remarks whether the services provided by the contractor was satisfactory or otherwise
1	2	3	4	5	6	7	8	9	10

ANNEXURE- III

RECORD OF PREVENTIVE AND CORRECTIVE MAINTENANCE OF UPS SYSTEMS

(Ref. Clause 3.3.6)

Sl. No.	Deptt./ Centre/ Section etc.	Type/ Make of UPS systems	Number of UPS systems	Preventive and corrective maintenance services carried out including replacement of parts etc.	Date on which services carried out	Dated signature of concerned faculty/ official of the Deptt. etc. with the remarks, if any	Dated signature of designated official of Engineering Section of MANUU with his remarks, if any
1	2	3	4	5	6	7	8

ANNEXURE- IV

**PERFORMANCE REPORT
FOR THE HALF YEAR PERIODTO.....
(Ref. Clause 3.3.7)**

No. of complaints attended during the half year		No. of complaints set right on the spot within 12 hours	No. of complaints not set right on the spot within 12 hours			In how many cases, parts were replaced?	In how many complaints, services were not found satisfactory by the concerned faculty/ official	Whether bi-monthly preventive and corrective services were carried out for all the UPS systems? If not, reasons thereof
Make/ Type/ Sl. No. of UPS systems	No.		No.	Reason	No. of days taken to resolve the defects			
1	2	3	4	5	6	7	8	9

DECLARATION BY THE CONTRACTOR

I hereby declare that the information furnished above are based on records and are true. If any of the information is found factually incorrect, suitable penal action may be taken against me including withholding / rejection of payment in whole or in part out of the amount claimed in the bill appended herewith.

Date:

Contractor
Firm/ Company's Seal

CERTIFICATE OF EXECUTIVE ENGINEER, MANUU

The information furnished above by the contractor has been verified from the records kept in the office and that made available by the contractor and have been found in order.

It is further certified that during the period under report, the performance of the contractor in providing maintenance services of University's UPS systems has been satisfactory and there has been no breach of contract in this regard.

Note:- In case, the performance has not been satisfactory or there has been any breach of contract, the same may be mentioned stating inter alia the amount to be withheld / deducted / rejected, if any, out of the claim preferred by the contractor.

Date:

Executive Engineer
MANUU

Section 4

General Conditions of Contract (GCC)

4.1 Confidentiality

- 4.1.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.1.2 If the Contractor receives enquiries from any person or outside agencies including Press / Media, the same shall be referred to by the Contractor to Client immediately on receipt of such queries.

4.2 Performance Security

- 4.2.1 The successful bidder within fourteen days of the acceptance of the LoA shall execute a Performance Security in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt / Bank Guarantee from a Commercial Bank in Form-5 for an amount equal to 10 % of the value of the contract in favour of Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.
- 4.2.2 The Performance Security shall be valid for a period of 60 days beyond the date of all contractual obligations of the Contractor.
- 4.2.3 If the contractor fails to provide the performance security within the specified period, such failure shall constitute a breach of the terms and conditions of contract and the University shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.4 On due performance and completion of the contract in all respects, the performance security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate and upon return in good condition of any property belonging to the University that may have been issued to the contractor. However, such portion of the said Bank Guarantee as may be considered by the University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.
- 4.2.5 The Bank Guarantee can be forfeited by the order of the competent authority of the University in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-commencement of work after signing of agreement.

4.3 Signing of Contract Agreement

- 4.3.1 The University shall provide a draft Contract Agreement, as prescribed at Form-6, to the successful bidder along with LoA. The bidder shall return the duly concurred and signed **Contract Agreement printed on the non-judicial stamp paper of Rs.100/- adjudicated by** the Registrar of Stamps of Telangana State within seven working days of the issue of LoA.
- 4.3.2 The competent authority of the University shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4.4 Validity of contract

- 4.4.1 The contract shall be valid for a period of one year from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor.
- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended beyond one year for any period not exceeding further one year with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract.

4.5 Contractor's Obligations

- 4.5.1 The Contractor shall execute and maintain the equipments of the Client in accordance with the Scope of Work / Requirements specified in Section 3 of the Tender Document.
- 4.5.2 The Contractor shall inspect all the equipments as specified in Schedule of Works/ Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) should be listed out and brought to the notice of the undersigned within seven days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipments of this office in perfectly working condition. The Contractor shall hand over the equipments of this office in working condition on the expiry of the Contract.
- 4.5.3 The Contract shall be comprehensive and it shall include works on account of all repair and maintenance and replacement of all spares / parts for all the equipments as listed in the Schedule of Requirements.
- 4.5.4 The Contractor shall be required to depute one qualified Engineer/ Technician regularly on a daily basis in MANUU's premises during the currency of the contract.
- 4.5.5 It shall be the duty of the Contractor/ Engineer to attend the complaints on the spot of the respective equipment. Usually the Engineer/ Technician shall work in the University during office hours for five (05) working days except Saturday and Sunday. However, he shall also attend office on Saturdays, Sundays and public holidays and work beyond office hours in case the situation so warrants.
- 4.5.6 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, then the Contractor will be liable to be penalized at the rate ranging from 1 % to 10 % of the value of contract for the particular category of UPS system.
- 4.5.7 A Service Log Book in the form prescribed at Annexure-II of Section 3 shall be maintained at the Client's premises and daily record of the actual services provided shall be kept. The Log Book shall be produced to the competent authority on fortnightly basis for his checking. If any deficiency is found in the services provided, the authority shall record the same and the contractor will take immediate necessary remedial action and record compliance in the Log Book.
- 4.5.8 The contractor shall also undertake onsite preventive and corrective maintenance of UPS systems once in every two months. Records for such maintenance shall be maintained in the format prescribed at Annexure-III of Section 3 and will be produced to the Engineer Section (Maintenance) of the University.
- 4.5.9 The damage caused, if any, either to the equipments or to any other property of the University through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the University on this account shall be made good by the Contractor and decision of the competent authority of the University in this context shall be binding on the Contractor.
- 4.5.10 The Contractor entrusted with Client's CAMC shall execute the entire work in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor shall also repair or replace, as the case may be, at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
- 4.5.11 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times.
- 4.5.12 The contractor shall make his own arrangements at his own cost for the storage, if required, at Client's premises.
- 4.5.13 The Contractor shall not sub-contract, transfer or assign the contract or any other part thereof to any other Contractor during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss

or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

4.6 Client's Obligations

- 4.6.1 Except as otherwise expressly provided, the Client shall provide all the required facilities at the location(s) where the UPS systems are installed to enable contractor's employees to carry out the maintenance services.
- 4.6.2 The Client shall make all endeavour to make payments against the half yearly invoice complete in all respect submitted by the contractor in respect of maintenance services within 30 (thirty) days from the date of the receipt of the said invoice.
- 4.6.3 The Client shall, to the extent feasible and deemed necessary, fulfil the genuine requests made by the contractor in writing in connection with the performance of the services within the ambit of this contract.
- 4.6.4 The Client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.
- 4.6.5 To enable the contractor to provide the maintenance services, the Client shall ensure that its staff is available to provide such assistance.
- 4.6.7 The Client shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract.

4.7 Payments

- 4.7.1 All payments for Comprehensive Annual Maintenance Service shall be made to the contractor as per the rates quoted by the contractor in the financial bid / price schedule (Form-3) and accepted by the Client.
- 4.7.2 The maintenance charges quoted by the agency in the price schedule shall be per item on yearly basis and inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time. However, maintenance charges and taxes/ cess should be shown separately in the schedule.
- 4.7.3 No payment on whatsoever account (except the cost of batteries) other than that quoted by the in the price schedule shall be payable to the contractor.
- 4.7.4 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the Client during the contract period including the extended period, if any.
- 4.7.5 The contractor shall raise invoice on half yearly basis and submit the same along with the Performance Report as prescribed at Annexure-IV of Section 3 duly signed by the Executive Engineer of the University. In the case of performances during the half year being satisfactory in all respect as evidenced from the Performance Report, the contractor shall be paid 50 % of the amount of annual contract subject to deduction of penalties, if any.
- 4.7.6 If the UPS systems are added or withdrawn at any time during the currency of contract including the extended period, if any, the payment shall be made on pro-rata basis with respect to the annual rates quoted in the price schedule for specified number of systems.
- 4.7.7 Client shall make deductions on account of Goods & Services Tax (GST) and Income Tax or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.
- 4.7.8 All payments by the Client to contractor shall be made by means of NEFT / RTGS in the bank account of the contractor.

4.7.9 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the Client in favour of the contractor on the basis of the order of award of work.

4.8 Termination of contract

4.8.1 This contract may be terminated forthwith by either party by giving written notice to the other if the other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach.

4.8.2 The contract may be terminated by the Client by giving written notice of one month to the contractor without any obligation on its part, if the contractor:

- a) does not provide maintenance services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements;
- b) goes bankrupt and becomes insolvent.

4.8.3 In case of breach of any of terms and conditions of the contract by the contractor, the competent authority of the Client shall have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the Client and in that event the Performance Security shall be forfeited and encashed.

4.8.4 In case, the firm desires to terminate the contract unilaterally, a clear notice of two months shall be given to the Client. In the absence of such notice, the firm shall be liable to pay proportionate AMC charges in lieu thereof to the Client.

4.9 Disclaimer

4.9.1 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.10 Governing laws and settlement of dispute

4.10.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.

4.10.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties

SECTION 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract shall supplement the “Instructions to Bidders” and “General Conditions of Contract” as contained in Sections 2 and 4 respectively.

5.1 Indemnification

- 5.1.1 The contractor shall be liable to completely indemnify and keep the Client indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the Client on account of any acts of omission/ commission attributable to the firm or the personnel deployed by the contractor or the contractor himself and which are punishable under the provisions of various Central Labour Laws and the Labour Laws enacted by the State Government of Telangana (or the erstwhile State of Andhra Pradesh in the absence of Telangana laws) including the attended Acts/ Rules as amended from time to time.
- 5.1.2 Client shall be vested with sole discretion to determine damages/ loss suffered on account of wrongful act or negligence by the contractor or any of its employees engaged in providing maintenance services and deduct the same from the dues payable from performance security or half yearly bills or from the property owned by the firm/ company by way of initiating suitable legal action against the contractor at any point of time.

5.2 Penalties

- 5.2.1 In the event of Engineer/ Technician deployed by the firm/ company at the Client's premises proceeds on leave or absents himself from duty for any reason, suitable substitute will have to be provided immediately by the Contractor failing which an amount of Rs.500/- per day will be deducted from the half yearly bill submitted by the Contractor.
- 5.2.2 In case, the agency fails to make the faulty UPS systems efficiently operational within 24 hours of the complaint being made or to provide standby UPS systems to the users, the equipments may be got serviced from open market at the risk and cost of maintenance agency or and a penalty of Rs.500/- per day per complaint will be recovered from the AMC charges payable to the contractor.
- 5.2.3 Whenever and wherever it is found that the work assigned to contractor is not performed up to the entire satisfaction of the Client, it will be brought to the notice of contractor by the Client and if no remedial action is taken immediately, penalty of Rs.250/- per complaint will be imposed on the contractor.

5.3 Force Majeure - obligations of the parties

- 5.3.1 In the event of “Force Majeure”, as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, an affected party shall notify the other party of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- “Force Majeure” shall mean any event beyond the control of Client or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

5.4 Official Records

- 5.4.1 The contractor shall maintain Service Log Book in the pro-forma prescribed at Annexure-II of Section 3 in proper manner and keep it up-dated. He will be liable to show the Log Book to the competent authority of the University on fortnightly basis or as and when demanded by him/ her.
- 5.4.2 Records of preventive and corrective maintenance of UPS systems carried out bi-monthly shall also be maintained by the contractor and shown to the Engineering Section (Maintenance) of the University.

SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at Form-3 of this tender document.

6.2 Other terms

6.2.1 The maintenance charges quoted by the agency in the price schedule shall be per item on yearly basis and inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time. However, maintenance charges, taxes/ cess and other charges, if any, should be shown separately in the schedule.

6.2.2 In addition to the applicable taxes/ cess, the rates quoted by the bidder shall be inclusive of all parts (except batteries) / spare parts / maintenance services / break down calls / visit of Engineer/ Technician to the Client's site and expenses incidental thereto.

6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the Client during the contract period including the extended period, if any.

6.2.4 If the UPS systems are added or withdrawn at any time during the currency of contract including the extended period, if any, the payment shall be made on pro-rata basis with respect to the annual rates quoted in the price schedule for specified number of systems.

6.2.5 If a Firm / Company quotes NIL rates / charges, the bid shall be treated as unresponsive and will not be considered.

6.2.6 No correction / overwriting should be made or eraser used in the financial bid.

SECTION 7

FORMS

Form-1	Bid Cover Letter
Form-2	Technical Bid
Form-3	Financial Bid
Form-4	Letter of Acceptance
Form-5	Form for submission of Performance Security
Form-6	Contract Form
Form-7	Check List

Form-1

BID COVER LETTER
(To be written on the letter head of company)

(Ref. clause 2.5.2)

To

The Registrar,
Maulana Azad National Urdu University,
Gachibowli,
Hyderabad 500032

Ref: **Invitation of bid vide MANUU's Letter No..... dated for Comprehensive Annual Maintenance Contract for UPS systems.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to undertake in conformity with the bidding documents the Comprehensive Annual Maintenance Contract for UPS systems of Maulana Azad National Urdu University, Hyderabad.
3. Our bid shall be valid for a period of 75 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The security services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.

Form-2

TECHNICAL BID SUBMISSION FORM
(Ref. clause 2.5.1)

Sl. No.	Particulars	Information	Enclosure No.								
1.	Name of the Firm / Company										
2.	Registered address of the Firm/Company along with Telephone/ Mobile No., e-mail ID, website address etc.										
3.	Type of the Firm/Company (Limited or a Private Limited)										
4.	Owner(s) of the Firm/Company										
5.	Year of establishment of the Firm/Company										
6.	For how long the Firm/Company has been in the operation of maintenance of different makes and capacities of UPS systems?										
7.	Name, designation and telephone/ mobile number of authorized person to be contacted.										
8.	(a) Permanent Account Number										
	(b) Goods & Services Tax Identification No.										
	(c) Incorporation Certificate No. (in case the Company is incorporated under Company Act, 1956/2013)										
9.	Details of Account Payee Demand Draft/ Banker's Cheque/ FDR submitted towards Bid Security (EMD)										
10.	Annual Financial Turnover of the Firm/Company in respect of maintenance of UPS systems.	F/Y (In Rs) 2014-15 2015-16 2016-17									
11.	Has the Firm/Company filed yearly returns in respect of Income Tax and current return of GST? (Write 'Yes' or 'NO' whichever is applicable.)										
12.	Details of maintenance of UPS systems provided to various organizations during the years 2014-15 to 2016-17. (a) No. of UPS systems maintained for each client each financial year should not be less than 40 (Ref. clause 2.3.2) (b) Please attach separate sheet if the number is large.	Sl. Client No. of Contract Total UPS period value systems & their capacities in R									
13.	Details of current clients to whom maintenance services of UPS systems are being provided (Please attach separate sheet if the number is large)	<table border="1"> <thead> <tr> <th>Sl.</th> <th>Client Contact No.</th> <th>No. Of UPSs & their capacities</th> <th>Total Value of Contract</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl.	Client Contact No.	No. Of UPSs & their capacities	Total Value of Contract					
Sl.	Client Contact No.	No. Of UPSs & their capacities	Total Value of Contract								
		Note: you may enclose separate sheet if required									
14.	Total current strength of technically qualified manpower available with the Firm/Company to undertake repairs and maintenance jobs of various makes and capacities of UPS system.										

...form 2...continued

15.	Has the Company ever been declared ineligible or blacklisted by any authority?		
16.	How many times the Firm/Company has been involved in litigation or arbitration awards with the concerned organizations during the course of providing maintenance services for UPS systems to organizations in the past?		

Note:- Please attach self attested documents in support of the information furnished above as required under clause 2.3.8 of the Tender Document.

DECLARATION

I / We hereby declare that the information furnished above is true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.

(Authorized Signatory)
Full Name and Designation
Official Seal

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.

Form-3

FINANCIAL BID
(Ref. Clauses 2.6.1 and 6.1.1)

**CAMC OF VARIOUS MAKES AND CAPACITIES OF UPS SYSTEMS INSTALLED AT
VARIOUS DEPARTMENTS/ SECTIONS OF THE UNIVERSITY**

Sl. No.	Capacity of UPS System	Quantity	Unit cost of maintenance per annum R	GST (in % of 4)	Other charges, if any, per annum R	Total cost per annum (4+5+6) R
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	02 KVA	31				
2.	2.2 KVA	01				
3.	03 KVA	11				
4.	05 KVA	15				
5.	06 KVA	04				
6.	07 KVA	02				
7.	10 KVA	10				
8.	11 KVA	13				
9.	15 KVA	01				
10.	20 KVA	02				
11.	30 KVA	01				
Total		91				

(Rupeesonly)

Notes

- (1) Bidders must quote prices for maintenance of all capacities of UPS systems listed at serial 1 to 11 above. Quotation for part maintenance shall not be accepted.
- (2) If there is a difference between the total cost quoted in words and figures, whichever amount is higher of the two shall be taken as bid price.
- (3) Other charges will include cost of transportation, labour, incidental charges and other unforeseen expenses etc. and spare parts (except batteries), if needed, for proper functioning of UPS systems during the period of maintenance contract.
- (4) No extra charges, other than the total cost quoted above, shall be paid during the period of contract or extended period, if any.
- (5) Prices quoted by the bidder shall remain fixed during the period of contract and extended period of contract, if any. Submission of financial bids with adjustable/ variable price will be treated as non-responsive and will be rejected.
- (6) If a firm/ company quote NIL unit price/ other charges, the bid shall be treated as unresponsive and will not be considered.
- (7) There should not be any cutting or overwriting and erasure used in the bid.

Signature of authorized signatory
Name in full and Designation
Official Seal of the Company

Form-4

**LETTER OF ACCEPTANCE
or
LETTER OF AWARD OF CONTRACT
(Ref. Clause 2.13.1 & 2.13.2)**

Confidential

Contract No. MANUU/Purchase-II/F.10/2017-18

**Contract Title: Comprehensive Annual Maintenance Contract of UPS systems at
MANUU's main campus at Hyderabad**

To

M/s

.....

.....

Subject:- Award of contract for contract No. MANUU/Purchase-II/F.10/2017-18 titled
"Comprehensive Annual Maintenance Contract of UPS systems at MANUU's main
campus at Hyderabad".

Ref. Your offer No.....dated.....against our tender No.
MANUU/ Purchase-II/F.10/2017-18 opened on.....

Dear Sir/ Madam,

I am directed to inform you that after evaluating the bid documents submitted by you
on(date), Maulana Azad National Urdu University, Hyderabad is pleased to inform
you that you have been selected as the successful bidder for Comprehensive Annual
Maintenance Contract of UPS systems at MANUU's main campus at Hyderabad. The total
maintenance cost shall be R...../- (Rupees.....only) as
indicated in your financial bid submitted on.....(date), in accordance with the
procedures intimated in the relevant bid documents.

2. You / your authorized representative(s) are requested to be personally present at
Office of the Registrar, Maulana Azad National Urdu University, Hyderabad for signing of the
contract by(date).

3. In this respect, we also request you to submit the performance security of Rupees
.....by.....(date). Security deposit being 10 % of the total
cost R/-

4. Please apply for refund of Bid Security (EMD) deposited along with the bid.

5. You are requested to execute necessary agreement within seven days from the date
of issue of this letter in the enclosed agreement form.

6. This notification concludes the legally binding contract between you and the Maulana
Azad National Urdu University, Hyderabad till issue of a formal contract.

Yours truly,

Encl. Agreement Form along with the Schedule of
Requirements

Asstt. Registrar (Purchases & Stores)

Form-5

**PERFORMANCE SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)**

(To be executed on non-judicial stamped paper of an appropriate value)
(Ref. Clause 4.2.1)

Date :

Bank Guarantee No :

Amount of Guarantee : R...../- (Rupees.....only)

Guarantee Period : From to

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*insert date of acceptance of the letter of acceptance(LoA)*] with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and comprehensive annual maintenance of UPS systems ("**UPS Maintenance**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents No. MANUU/Purchase-II/F.10/2017-18 dated..... and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India having a branch at Hyderabad for a sum of R...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the commercial bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or setoffs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change

- of PGB values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rs...../[Rupees..... only].
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Hyderabad for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date:

Bank
(Corporate Seal of the Bank)

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Form-6

CONTRACT FORM
(Ref. Clause 4.3.1)

CONTRACT AGREEMENT NO. MANUU/ Purchase-II/F.10/2017-18 **DATED**

THIS AGREEMENT is made on between the **Registrar, Maulana Azad National Urdu University** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Gachibowli, Hyderabad 500032, Telangana State of the One Part,

AND

M/s......having its registered office at.....(hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through limited tender, vide Notice Inviting Tender datedfor comprehensive annual maintenance of UPS systems at its main campus at Hyderabad under Tender No. MANUU/ Purchase-II/F.10/2017-18
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/S.....as the successful bidder (“the Contractor”) pursuant to the bidding process and awarded the Letter of Acceptance (LoA) No. MANUU/ Purchase-II/F.10/2017-18/ to the Contractor on for a total sum of R...../- [Rupees only].
- IV. AND WHEREAS the Client desires that the comprehensive annual maintenance of UPS systems be undertaken by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into Contracts with other contractors / parties for comprehensive annual maintenance of its UPS systems premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully understood between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for comprehensive annual maintenance of UPS systems in the Client’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of all statutory taxes and cess to Government of India and the State Government of Telangana, as the case may be. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of taxes, cess etc. charged in the said bill.
- IX. AND WHEREAS the Client and the Contractor agree as follows:
 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) The complete bid as submitted by the Contractor including financial bid.
 - (c) The corrigendum/ addenda, if any, issued by the Client.
 - (d) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee)
 - (e) Schedule of Requirements annexed to this Article of Agreement
 - (f) Supplementary Agreements executed from time to time.
 3. Any changes/ modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorised Signatory)

Signed on Behalf of
Maulana Azad National Urdu University
Hyderabad
(Authorised Signatory)

Form-7

CHECK LIST

(Ref. Clause 2.5.2)

Sl. No.	Particulars	Strike out (/) which is not applicable
TECHNICAL BID		
1.	Have you signed prescribed 'Bid Cover Letter' on the letter head of the Firm/Company ?	Yes / No
2.	Have you signed and put seal of the Company on each page of the tender document and attached the same with your bid?	Yes / No
3.	Have you filled in all the columns of Form-2 of the tender document with all the relevant information?	Yes / No
4.	Have you attached self attested copies of all the documents required under clause 2.3.8 of the tender document in support of meeting minimum eligibility criteria?	Yes / No
5.	Have you enclosed Bid Security (EMD) for Rs.45,000/- along with the Technical Bid?	Yes / No
6.	Have you put the Technical Bid and Financial Bid in separate sealed envelopes and both the sealed envelopes in a separate big envelope superscribing "Bids for Comprehensive Annual Maintenance Contract of UPS systems,2017" and "NOT TO BE OPENED BEFORE....."as required under clause 2.7.1 of the tender document?	Yes / No
7.	Have you attached proof of authorization to sign on behalf of the bidder in the Technical Bid?	Yes / No
FINANCIAL BID		
8.	Is your financial bid proposal duly filled in the form prescribed at Form-3 of the tender document and signed with Firm/ Company's seal?	Yes / No
9.	Have you quoted prices against each category of UPS system?	Yes / No
10.	Have you complied with the stipulations mentioned in the Notes of Financial Bid (Form-3)	Yes / No

Signature of authorized signatory
Full Name & Designation
Firm/Company's seal

مولانا آزاد نیشنل اردو یونیورسٹی

MAULANA AZAD NATIONAL URDU UNIVERSITY

(Accredited with 'A' Grade by NAAC)



PURCHASE & STORES SECTION

No. MANUU/Purchase-II/F.10/2017-18/716

Date: 8th December, 2017

To

.....
.....
.....
.....

Subject:- Comprehensive Annual Maintenance Contract of UPS Systems.

Maulana Azad National Urdu University (MANUU), a Central University established by an Act of Parliament, invites sealed tenders under two bid systems (technical and financial) for Comprehensive Annual Maintenance Contract of UPS Systems as per the Schedule of Requirements and other terms and conditions of the tender document.

2. Technical & financial bids duly filled in as per instructions contained in Section 2 of the tender document superscribing "Bidding Document for Comprehensive Annual Maintenance Contract of UPS Systems" must reach to the Assistant Registrar (Purchases & Stores), Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 latest by 03:00 PM on 26th December, 2017. Bids received after this date and time for whatsoever reason shall not be entertained.

3. The tender document can be downloaded from the University's website www.manuu.ac.in

Sd/-
Asst. Registrar (Purchases & Stores)
Tel. No.040-23001697

Gachibowli, Hyderabad – 500 032

☎ 040-23001697, EPABX No.2300 6612 -15 / Extn: 1340, 1341 & 1342, Fax: 2300 6604,
Website: www.manuu.ac.in & Email: purchase@ac.in & purchase.manuu@gmail.com