

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



TENDER DOCUMENT FOR
Hiring Services/software for Conduct of Online Examinations
of MANUU Final Semester/Year Regular Students through
CONTROLLER OF EXAMINATION, GACHIBOWLI, HYDERABAD
[Tender published on e-procurement (CPPP) of GoI]

**TENDER DOCUMENT FOR
Hiring Services/software for Conduct of Online Examinations
of MANUU Final Semester/Year Regular Students through
CONTROLLER OF EXAMINATION, GACHIBOWLI, HYDERABAD**

Table of Contents

Section 1	Notice Inviting Tender (CPPP)
Section 2	Instructions to Bidders
Section 3	Schedule of Work / Requirements
Section 4	General Conditions
Section 5	Special Conditions
Section 6	Price Schedule (Financial Bid)
Section 7	<u>FORMS</u>
	Annexure-I: Bid Cover Letter
	Annexure-II: Technical Bid Submission Form
	Annexure-III: Financial Bid Submission Form
	Annexure-IV: Letter of Acceptance or Letter
	Annexure-V: Form for submission of Bid Security
	Annexure-VI: Form for submission of Performance Security

TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE

1.	Work / Services	Hiring Services/software for Conduct of Online Examinations of MANUU Final Semester / Year Regular Students through Controller of Examination, Gachibowli, Hyderabad. (Including Mock test, training and online conduct of examinations)
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, (MANUU), Hyderabad
3.	Duration of contract	2-3 Months
4.	Estimated cost of contract	8.0 lakhs
5.	Pre Bid Meeting	12.08.2020 at 03.00pm
6.	Last date and time of submission of bids	19.08.2020 up to 03:00pm
7.	How the bids should be submitted	Online on CPPP portal
8.	To whom the EMD in original and affidavit (<i>on Rs. 50/- non-judicial stamp paper undertaking that the firm has not been blacklisted</i>) should be submitted	The Assistant Registrar, Purchase & Stores Section Maulana Azad National Urdu University Gachibowli, Hyderabad - 500 0032 Ph. No. 040-23001697
10.	Date and time of opening of bids	20.08.2020 up to 03:00pm
11.	Amount of Bid Security (EMD)	Rs. 30,000/- (Rupees Thirty Thousands only)
12.	Bid Validity Period	75 (seventy five) days from the last date of submission of bids

SECTION -1

NOTICE INVITING TENDER

The Maulana Azad National Urdu University (MANUU), established in 1998 at Hyderabad (a Central University established by an Act of Parliament), invites online bids under e-procurement method on two bid system (technical and financial) from the reputed firms for **Hiring Services/software for Conduct of Online Examinations of MANUU Final Semester/Year Regular Students** through Controller of Examination, Gachibowli, HYDERABAD

The document can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website www.eprocure.gov.in or from the University's website www.manuu.ac.in.

The 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 copy of required documents and Account Payee Demand Draft / Banker's Cheque / Bank Guarantee/ Fixed Deposit Receipts for Rs. 30,000/- drawn / made in favour of *Maulana Azad National Urdu University, Hyderabad towards Bid Security (Earnest Money Deposit)* must be uploaded on Central Public Procurement Portal (www.eprocure.gov.in) on or before 19.08.2020 up to 03.00 PM. The EMD in original must be submitted to The Assistant Registrar (Purchase & Stores Section), MANUU before opening of the bids either by hand or through post.


REGISTRAR
Maulana Azad National Urdu University
Gachibowli, Hyderabad-500 032

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 interchangeably referred to as 'Contractor' and / or 'Bidder'.
- 2.1.2 The invitation for bid is open to all the firms and software companies dealing with development of software and conduct of online examinations.
- 2.1.3 The bidding documents (technical bid and financial bid) must be submitted before the time specified in the tender.
- 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 The duly filled-in technical bid along with copy(ies) of requisite supporting documents and financial bid should be submitted before the last date. Non-receipt of any of the required documents or bid with incomplete details will lead to rejection of tender.
- 2.1.6 Any person signing on behalf of a bidder (other than dealer / partner) must attach scanned 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, offers with deviation from the conditions of contract, bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security / Earnest Money Deposit 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 without forfeiture of Bid Security / EMD 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 shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity.
- 2.1.11 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:
- (a) they have controlling partner(s) in common; or
 - (b) they receive or have received any direct or indirect financial stake from any of them; or
 - (c) they have the same legal representative/ agent for the purpose of this bid; or
 - (d) 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.
- 2.1.12 A prospective bidder may seek clarification in writing from the MANUU on the tender documents well before the due date of submission of bids.

- 2.1.13 At any time prior to the date of submission of bids, the MANUU may, whether its 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 MANUU official website.
- 2.1.14 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 MANUU. 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 Money Deposit)

- 2.2.1 The bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs.30,000/- (Rupees thirty 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 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 are exempted to furnish bid security subject to production of proof of their registration for this product.
- 2.2.2 The financial instrument mentioned in para 2.2.1 should be enclosed along with the technical bid.
- 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
(i) 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 bidder(s) 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 returned on receipt of Performance Security of 10% of the estimated value of the total contract. No differential amount will be accepted to adjust the EMD.

2.3 Minimum Eligibility Criteria

- 2.3.1 The bidder shall be a registered firm / company dealing with development of software and conduct of online examinations.
- 2.3.2 The firm shall submit the EMD of Rs.30,000/- or EMD exemption certificate along with relevant document (if any).

- 2.3.3 The bidder must be registered firm with GSTIN.
- 2.3.4 Bidders shall have to meet the following pre-qualification criteria:
- (a) Should have the Average Annual Turnover of Rs. 6,40,000/- during the preceding three years ending with 31st March, 2019.
- and**
- (b) (i) Should have executed hiring services of online examinations against three purchase orders worth Rs.3,20,000/- each during the last five years (ending on the date of publishing this tender).
- or**
- (ii) Should have executed hiring services of online examinations against two purchase orders worth Rs.4,00,000/- each during the last five years (ending on the date of publishing this tender).
- or**
- (iii) Should have executed hiring services of online examinations against one purchase order worth Rs.6,40,000/- during the last five years (ending on the date of publishing this tender).
- 2.3.5 The bidder shall comply all the technical specifications mentioned in this tender. A compliance report shall be submitted.
- 2.3.6 Bidder should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2019.
- 2.3.7 Bidder should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking. 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 Award of Contract as the case may be.
- 2.3.8 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) No payment has been made to any agent/ broker or any other intermediary for this bidding;
- (iv) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.
- 2.3.9 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.7, the legible scanned copies of the following self attested documents/ information must be uploaded with the technical bid:
- (a) Each copy of GSTIN, certificate of Incorporation issued by the Registrar of Companies and firm registration certificate.
- (b) Copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2017-2018, 2018-2019 and 2019-2020 or a letter from Chartered Accountant.
- (c) Copies of work orders in support of information required at clause 2.3.3 of the tender document.
- (d) An affidavit on non-judicial stamp paper for Rs.50/- declaring that the firm / company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase Section before the last date of the submission of tender).

2.3.10 This Request for Proposal (RFP) is issued with no financial commitment and the MANUU reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The MANUU also reserves the right to disqualify any vendor, if warranted, at any stage.

2.4 Bid Validity Period

2.4.1 Bids shall remain valid and open for acceptance for a period of 75 (seventy five days) 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 submitted.

2.5 Submission of Technical Bid

2.5.1 Technical Bid should be submitted on CPPP in the form prescribed at Annexure-II of this tender document.

2.5.2 The following documents shall comprise the Technical Bid:

- (a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alia containing the declaration required at clause 2.3.8. The letter should be printed on company's letter head and signed by the authorized signatory.
- (b) Duly filled-in and signed Annexure-II containing information required.
- (c) copy(ies) of all the supporting documents as required in clause 2.3.1 to 2.3.7
- (d) Bid Security (EMD) in any of the form mentioned in clause 2.2.1 (original to be submitted)

2.6 Submission of Financial Bid

2.6.1 Financial bid should be submitted on CPPP in the 'Price Schedule' Form prescribed.

2.6.2 Financial Bid should be as per the format only.

2.6.3 Bidders must quote in Annexure-III as per terms stipulated in Section 6 keeping in view the requirements in Section 3.

2.7 Opening of Technical Bids

2.7.1 Bids will be opened by the duly authorized Committee / DSC holders.

2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government / University, the bids will be opened on next working date with time and venue remaining unaltered.

2.7.3 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 2.5.2 are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.

2.7.4 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.

2.8 Technical Bid Evaluation

2.8.1 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 MANUU 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 MANUU shall not be considered. The MANUU's request for clarification and the response shall be in writing.

2.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the University request for clarification, its bid may be rejected.

2.8.3 MANUU also reserves its right to seek confirmation / clarification on the supporting documents submitted by the bidder from the firm(s) issuing such document(s).

2.9 Opening of Financial Bids

2.9.1 The financial bids of all the technically qualified bidders shall be opened as per the schedule date and time.

2.9.2 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.

2.10 Financial Bid Evaluation

2.10.1 The evaluation of financial bids shall be made on the basis of **per Examination** (which includes) plus applicable GST. In case of discrepancy in GST % (including exemption of GST), the unit price will be taken as base price. Item-wise L1 will be taken into consideration and accordingly Purchase Order(s) will be issued to those L1 (item-wise) firms.

2.10.2 The bidder whose financial bid is found to be lowest in terms of clause 2.10.1 above shall be declared as successful.

2.10.3 In case of two or more firms / companies quoting the same lowest rates, such firms only will be asked to submit fresh financial quotations for all the items on short notice.

2.11 Right of Acceptance

2.11.1 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 University action. The decision of the competent authority of the University in this regard shall be final and binding.

2.11.2 In the event of L1 bidder not being capable of performing the services/software for conduct of online examinations at MANUU in entirety as per notified specifications within the stipulated time frame as required by the University, the competent authority of the University reserves the right to split the work and award a portion of it to L2 bidder at accepted L1 rate if he agrees to do so. Otherwise the offer will pass on to L3 bidder and so on. The decision of the University in this regard will be binding on the bidders.

2.11.3 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.

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

2.12.1 After determining the successful evaluated bidder, MANUU shall issue a Letter of Acceptance (LoA) / Letter of Award in duplicate in Form - 4 to the said successful bidder, who will return one copy to MANUU duly acknowledged, *unconditionally* accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.

2.12.2 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 REQUIREMENTS

This Schedule of Requirements contains details of Hiring Services/software for Conduct of Online Examinations of MANUU Final Semester/Year Regular Students through Controller of Examination, MANUU and other relevant information and instructions in this regard.

3.1 Hiring services/software for conduct of online examinations at MANUU;

3.1.1 The Hiring services/software for conduct of online examinations at MANUU as detailed at 3.2.1 shall be carried out by the intending firms and would be paid by the University as per the given schedules.

3.2 General Instructions to the bidders:

3.2.1 Specifications & Requirement:

AI Based Online Examination with Remote Proctoring

Broad features expected as part of the AI Based online Examination with Remote Proctoring Solutions are mentioned below:

1. The online exam with remote proctoring should be possible through Desktop / Laptop and Smart phone / Tab. Following broad features should be offered by the solution.
 - a) Well protected from any threats through Firewall.
 - b) Student should be restricted to the exam window all times. There cannot be any remote software taking control of the student computer.
 - c) Picture taking, voice recordings and screen capturing should be configurable.
 - d) System should show number of times impersonation happened, gadgets used or dual person detected in one go.
 - e) System should inform proctor if a student is not writing the exam within 2 mins.
 - f) Adequate capacity to absorb the load of a large database including the images, photographs.
 - g) With minimum response time. Real time response time during the exam.
 - h) Operational round the clock.
 - i) Instant connectivity, high availability. (Bandwidth at least 1 GB)
 - j) Secure access and accessibility to designated representatives only.
 - k) Provision to upgrade as and when required.
 - l) Facility of pausing the exam by the the students on a genuine reason approved by the invigilator and resume for remaining exam time.

2. Secured Exam Interface

- Exam interface (browser (including safari) / mobile (Andriod/IOS) app) will give access exclusively to the exam alone; no other applications should be accessible to the examinee.
- Duration of examination should be configurable as per University requirement.
- Solution should have the facility to display a) complete question paper in one go or b) one question at a time

As required by university, online examination solution should allow students to write descriptive responses in Urdu, Hindi or English either

- i. on the space provided on the screen and/or

- ii. In case of paper/pen exams where answers written by student on paper have to be uploaded without moving away from the examination environment.
An interface for the evaluators to evaluate student descriptive responses on screen and award marks

3. Exam Conduction

- Exam can be scheduled as per the university time table
- Conduction of mock/trial test for student familiarity and also to ascertain the system/mobile configuration
- Exam can be taken from anywhere at any-time or as recommended by the university
- Exam can be taken on laptop, desktop or android tablets/mobiles
- In case network, internet or power interruptions the student re-login to continue the exam and grace period can be configured as per university guideline

Question Types

- Fill in the blanks,
- Multiple choice questions (MCQ),
- Match the following
- Short answer / one word answer based questions
- Questions with images
- Multi lingual questions
- Descriptive questions by means of uploading hand written scanned answer sheets (A4 size) in form of image

Question Sets

- The questions and key data is encrypted and the same can be delivered securely to students batch (or) slot of the exam as defined by the University.
- Questions may be randomly picked from question bank.
- Questions for a batch of students / individual student would be jumbled to alter the sequence of questions.
- In case the student opts to use paper/pen, Answer should be hand written on A4 size sheet
- Size of the uploaded images should be maintained by the software automatically between 100kb to 200 kb or as defined by the University.
- A maximum of 5 pages may be uploaded to answer a question.
- Minimum resolution of image should be 200 dpi
- Number of attempt to answer the question should be configurable.

Evaluation Format

- For objective i.e., choice based questions, the system facilitates automated assessment based on pre-configured answer-key.
- For descriptive or essay type responses, a feature to key in the answer in a text box next to the question may be provided. Alternatively, an option for students to upload a scanned photograph handwritten images.

4. Remote Proctoring (Invigilation) (AI & human proctoring)

- a. This activity involves the activation of Remote Proctoring facility for the examinees. This should be on a Real Time basis but without compromising the credibility and security of the test.

- b. This feature is to be backed up by AI, and the same should be customizable as per UNIVERSITY requirements.
 - c. Number of examinee to be mapped with an invigilator for live proctoring should be configurable.
 - d. This feature will be tested as part of the demo.
 - e. Remote AI proctoring should be enabled on all type of devices used by the students.
5. The Remote Proctoring activity must have the following features:
- a. Establish candidate authentication; solution provided to share the authentication process
 - b. Check candidate computer hardware, Web camera, microphone, software, surroundings, network, bandwidth, sanitization etc. as per the Remote Proctored Exam requirements
 - c. Disabling all Bluetooth devices, all ports, special purpose keys, print-screen, copy-paste features browsers etc. and all necessary precautions.
 - d. The Remote Proctoring facility should allow for human proctoring through Live Feed of the examination of each candidate
 - e. Familiarization of candidate to Remote Proctoring, Do's & Don'ts, Instructions, bio breaks etc.
 - f. Security with respect to the data and infrastructure.
 - g. Continuous monitoring at control center, Administrative Arrangements, liaison with stakeholders.
 - h. Option to mandate candidate authorization by a remote authorizer before the candidate starts the test
 - i. Limit allocation of candidates to a proctor randomly and automatically or as defined by the University.
 - j. Proctor should be able to validate the successful completion of the test before result processing.
 - k. Provide quick access to Invigilator to view Paused/Disconnected candidates.
 - l. Ability to broadcast/announce messages across all the live examinees.
 - m. Any other activities that are necessary and required by University.
6. Invigilation during the exam
- a) The photo of the examinee will be compared with the profile photo submitted during the application phase (i.e. Admit card).
 - b) In case of any mismatch in photo recognition, the application should allow proctors to compare the facial recognition photo & the photo id card and authorize the examinees to the exam page. The photo, name, and DOB to be verified by the proctor prior to allowing the examinee in the exam page

- c) Monitor the examinee continuously and provide support till the end of the exam
 - d) Remote proctors should also ensure proper conduct of examination and ensure that candidates use no unfair means during the exam, as per the specifications agreed upon by bidder and UNIVERSITY.
 - e) At the completion of examination, invigilator should be able to submit the examinees report.
 - f) Presence of invigilator should be monitored by the superintendents of exam.
7. Details to be displayed on candidate console as part of Exam software during the exam
- a. Display of instructions to candidates up on login and before start of examination. The candidate must be able to retrieve instructions at any time during the examination as well.
 - b. Start and closure of the examination at scheduled time (candidates must not be able to start their examination even if they login before the scheduled time).
 - c. Display of remaining time available
 - d. Display of candidate details on the screen (including a photograph if available) during the examination.
 - e. Viewing the complete question paper or a section in the case of sectional papers or single question per page/ screen.
 - f. Display of a selected question with choices of answers for multiple choice type questions.
 - g. Display of a selected question and a virtual numeric keypad for numerical answer type questions.
 - h. Marking/unmarking a question (answered or unanswered) for review.
 - i. Display of status of questions
 - j. Switching between sections in the question paper (if applicable).
 - k. Provision of Data tables
 - l. Provision of online scientific calculators.
 - m. Exit from exam will be as per the UNIVERSITY guidelines. Candidates can exit at any time before the duration given by UNIVERSITY.

8. Monitoring

The exam server shall have the capability to start the examination for all candidates, monitor the status of each candidate (whether logged in, examination started, idle/active, disconnected, submitted, etc.), award additional time for candidates (only with approval of UNIVERSITY) and close the examination. The server MUST maintain an audit trail of every operation on the server. All server-side audit trails are also the property of UNIVERSITY and shall be handed over at the end of the evaluation.

9. Master Control Facility

The exam should be accessible for monitoring by UNIVERSITY, ably supported by technical personnel who are well versed with the Online Examination Software. At the end of examination in each session, the candidate response data and audit trail data of each candidate to be shared with UNIVERSITY. The EP should provide the facility to monitor the pre-examination, during examination and post examination activities of all candidates taking exams simultaneously.

10. Reporting

Analytics provides all the info related to a student including:

- Complete test analysis including time spent on each question, number of times a question is visited, response to the question, etc.
- Photos of the student captured during the test

- Screen shots captured during the test. Minimum and maximum Number of screen shots shall be configurable by the University

11. Other Requirements

- Conduct Training / workshops for University and College users for handling the software from time to time.
- The bidder shall maintain confidentiality in all matters relating to his assignment and necessary precaution shall be taken in this regard.
- Conduct Training / workshops for University and College users for handling the software from time to time.
- Service activities expected from the service provider:-
 - A team shall be deployed in the University for Operations and maintenance of the project during the examination period.
 - Telephone support
 - Email support
 - Remote assistance
 - Full time Onsite assistance by engineers as per work load (even on holidays)
 - Deploy Additional manpower at the time of result processing
 - Monthly system functionality check
- University shall provide required infrastructure at Examination Branch evaluation centers such as space, furniture, computer system, LAN, AC, uninterrupted power supply, required internet bandwidth etc.
- The bidder shall provide post examination / evaluation data to the University in XL / PDF / Images or in MS SQL server format.

3.2.2 Requirement: There are about 1103 eligible students (each student may appear for 4-6 examinations as per the pattern of the course) to take online examination.

3.2.3 Quoting of price: The bidders shall quote (online) the amount as per the format given inclusive of all as per the format (financial bid / BOQ to be filled online).

3.2.4 Quality check: The University may at its discretion may conduct quality check with available applications / third party.

3.2.5 Delivery Period: The firm shall undertake the examination process within 5 days (training to the faculty/staff, mock test and actual examinations are scheduled from 7th September 2020 to 18th September 2020) from the date of award of contract(s) on each occasion. The schedule may post-pone as per the functional requirement of the University and as per the instructions of the UGC/MHRD from time to time.

3.2.6 For any technical query / schedule etc you may please contact Mr. Mirza Farhatullah Baig, Controller of Examinations (Landline: 040-23008405 Mobile: 8008891976 Email: coe@manuu.edu.in)

SECTION 4

GENERAL CONDITIONS

4.1 Confidentiality

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

4.2 Performance Security

- 4.2.1 The successful bidder(s) shall have to furnish Performance Security each time within seven days of date of issue of Letter of Intent before issue of Purchase / Work Order from time to time during the period of contract. The value of Performance Security shall be 10% of the cost of the Purchase / Work Order issued each time and shall be furnished in the form of an Account Payee Demand Draft/ Fixed Deposit Receipts from a commercial bank or bank guarantee issued / confirmed from any of the commercial bank in India (in the form prescribed at Annexure-VI) drawn in favour of the Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) days from the completion of the all tender obligations.
- 4.2.4 The Bank Guarantee will be forfeited and credited to University account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the order in all respects, the Performance Security will be returned to the firm / bidder without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment 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.

4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as prescribed at Annexure-VII, 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 fourteen days of the issue of LoA.
- 4.3.2 The competent authority of the Client 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 three months from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor. In case, the Award of Contracts / Work Orders is issued before expiry of contract, the contract will be valid till the completion of terms and conditions / scope of work requirement detailed in this tender.
- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended with mutual written consent (but not beyond the double the duration of the actual contract period) of the contractor on the same terms and conditions as agreed to under this contract.

4.5 Payments

- 4.5.1 All payments for Hiring Services/software for Conduct of Online Examinations of MANUU Final Semester/Year Regular Students through Controller of Examination, Gachibowli, Hyderabad. (Including Mock test, training and online conduct of examinations) be made to the bidder as per the rates quoted by the contractor in the financial bid / price schedule (Annexure-3) and accepted by the University. No separate amount will be paid towards training given to the faculty/staff, mock test.
- 4.5.2 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 University.
- 4.5.3 Payment: 50% of the amount will be paid within 7 working days from the date of completion of last examination and remaining 50% after completion of evaluation process. Payment shall be made only for the actual students appeared for examination. No payment will be made for non-registered students for online examination / mock test / training given to faculty/staff.
- 4.5.4 University 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 bidder, and the amount so deducted shall be deemed to be a payment made to the bidder. The Client shall provide a certificate certifying the deductions so made.
- 4.5.5 All payments by the University to bidder shall be made by means of NEFT / RTGS / PFMS in the bank account of the bidder.
- 4.5.6 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favour of the bidder on the basis of the order of award of work.

4.6 Disclaimer

- 4.6.1 The relatives / near relatives of employees of the University 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).

4.7 Termination of contract

- 4.7.1 The University may, without prejudice to any other remedy, for breach of contract / order, by written notice of default sent to the firm, terminate the contract / order in whole or part at the risk and cost of the defaulting firm:
- (a) If the firm fails to execute the services within the stipulated period(s) as specified in the order or within any extension thereto granted by the University;
 - (b) If the supplier fails to perform any other obligation(s) under the contract / order.

4.8 Governing laws and settlement of dispute

- 4.8.1 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.
- 4.8.2 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 University 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

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 completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the University.
- 5.1.2 University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the contractor at any point of time.

5.2 Penalties

- 5.2.1 Failure to conduct of online examinations within the period stipulated in clause 3.2.5 shall entitle the Procuring Entity (MANUU) to charge liquidated damages without assigning any reasons @ ½% (half percent) **per day** on the quantity undelivered within the prescribed time frame covered in the Award of Contract, subject to a maximum of 5% (five percent), and forfeiture of performance security in part or full.
- 5.2.2 If the deliveries are not ensured forcing the client to hire agency/firm for online conduct examination / get outside services at the supplier's risk and cost from elsewhere, the loss or damage that may be sustained thereby would be recovered from the defaulting contractor.

5.3 Force Majeure obligations of the supplier

- 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, the firm shall notify the University 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 the Client and Contractor, 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.

SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

6.1.1 The Price Schedule (Financial Bid) shall be submitted as per Annexure-III.

6.2 Other terms

6.2.1 The rates quoted by the bidder / firm in the price schedule shall 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, unit price, 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 the charges.

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 period of contract including the extended period, if any.

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

6.2.5 All the prices are in INR only

6.2.6 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid (Annexure-III). In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-à-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the University shall be final and binding in this regard.

SECTION 7

FORMS

Annexure-I	Bid Cover Letter
Annexure-II	Technical Bid Submission Form
Annexure-III	Financial Bid Submission Form
Annexure-IV	Letter of Acceptance
Annexure-V	Form for submission of Bid Security (Through Bank Guarantee)
Annexure-VI	Form for submission of Performance Security
Annexure-VII	Contract Form

ANNEXURE-I

BID COVER LETTER
(To be written on the letter head of company)
[Ref. clause 2.3.6 & 2.5.2(a)]

To

The Assistant Registrar, Purchase & Stores Section
Maulana Azad National Urdu University,
Gachibowli, Hyderabad 500032

Ref: Invitation for bid vide MANUU's Advertisement No.....dated..... for hiring services for conduct of online exminaitons.

Sir,

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 execute in conformity with the bidding documents for hiring services for conduct of online examinations.
3. Our bid shall be valid for a period of 90 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 items, 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
Company's Seal

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

ANNEXURE-II**TECHNICAL BID SUBMISSION FORM**

1.	Name and address of the company / firm / dealer	M/s. Address: Telephone / Mobile No.: e-mail ID:
2.	Name, designation and telephone/ mobile number of authorized person to be contacted.	
3.	Details of Firm Registration	[submit scanned copy(ies)]
4.	Details of GST Certificate / PAN Details	[submit scanned copy(ies)]
5.	Details of EMD	Rs. Bank Instrument/D.D. No. _____ dated _____ Bank _____ (Exemption of EMD for registering with MSME, NSIC etc. will be considered as per Govt. of India's rules on submission of documentary proof. Original EMD must be submitted to the Assistant Registrar (Purchase & Stores Section), MANUU before opening of the bid.)
6.	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes / No [An affidavit on non-judicial stamp paper for R 50/- declaring that the firm/company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase & Stores Section before the last of the submission of tender)]
7.	Average Annual Turnover during the preceding last three years (Attach scanned copy of audited balance sheet and Profit & Loss Account / certificate from CA) as per clause No. 2.3.3 (a)	[submit scanned copy(ies)]
8.	Value of work / services carried out during the preceding five years (Ref. Clause 2.3.3 (b) -Attach copy(ies) of work orders)	[submit scanned copy(ies)]
9.	The firm meets the specifications required in the tender document under the clause 3.2.1	Yes / No (Please enclose supporting document / compliance report in case of any deviation of any specification)
10.	Valid License/registration for developing / hiring services for online conduct of examination	[submit scanned copy(ies)]
11.	signed and stamp copy of Annexure I & Annexure - II	[submit scanned copy(ies)]
12.	Any other relevant information	

DECLARATION

- I / We hereby declare that the information furnished above are 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.
- That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions** of the tender,

(Authorized Signatory)
Full Name and Designation
Official Seal

ANNEXURE-III**FINANCIAL BID SUBMISSION FORM**

(Ref. Clauses 2.6.1 & 2.6.2)

(To be submitted online only)

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (DOMESTIC TENDERS – RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount on Item Qty x Basic Rate in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	9	13	14	15
1	Hiring Services/software for Conduct of Online Examinations of MANUU Final Semester/Year Regular Students through Controller of Examination, Gachibowli, Hyderabad. (Including Mock test, training and online conduct of examinations)	5500	exams			0.00	0.00	INR Zero Only
Total in Figures						0	0	INR Zero Only
Quoted Rate in Words								

ANNEXURE-IV

**LETTER OF ACCEPTANCE
or
LETTER OF AWARD
(Ref. clause 2.12.1 & 2.12.2)**

Confidential

Tender No.MANUU/

Dated:

Contract Title: Hiring services for conduct of online examinations at Controller of Examinations, MANUU, Gachibowli, Hyderabad.

To

M/s
.....
.....

Subject:- Award for tender No. /... titled “.....”

Ref. Your offer No.....dated.....against our tender No.
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 “.....”. The total cost shall be(amount) 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 Rupeesby.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of 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

Registrar

ANNEXURE-V

**BID SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)
(Ref. clause 2.5.1)**

No.....

Date.....

To

The Registrar (hereinafter called "The Client")
Maulana Azad National Urdu University,
Gachibowli
Hyderabad 500032

Whereas M/s.....(hereinafter called "the tenderer") has submitted its bid dated.....for "....., MANUU, Gachibowli Hyderabad against owner's Tender No. dated.....

KNOW ALL MEN by these presents that WEhaving our registered office at (hereinafter called 'the Bank') are bound unto the Client in the sum of R/(Rupees only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the Bank thisday of2018.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender,
2. If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:
 - (a) fails or refuses to accept /execute the contract,
 - (b) fails or refuses to furnish the Performance Security for the due performance of the contract,

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank
Name & Designation of the office
Seal, Name & Address of the Bank and Branch
Tel No./ Fax No. of Branch

ANNEXURE-VI

**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 :

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 hiring services for conduct of online examinations [**Conduct of online examinations**] shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....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 set offs 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 PBG values, the Owner shall surrender the current PBG 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 fulfills 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)
Signature of the person duly authorized to sign on behalf of the Bank