

مولانا آزاد نیشنل اردو یونیورسٹی
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MAULANA AZAD NATIONAL URDU UNIVERSITY

(A Central University established by an Act of Parliament in 1998)

Gachibowli, Hyderabad – 500032

PURCHASE & STORES SECTION

CORRIGENDUM-2

With reference to the e-tender No. 02/MANUU/Exam Branch / F.211/2020-21, dt: 10.08.2020 (Tender ID: 2020_MANUU_576635_1, dt: 10.08.2020) it is hereby informed that the following is notified.

As per tender Clause	corrigendum
-	New: Page 28 & 29 of the tender document Annexure VII (Contract Form) Enclosed (2 pages)

Registrar I/c

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

Gachibowli, Hyderabad – 500 032, Telangana (India)

EPABX No. 040 - 2300 6612 -15 / Extn: 1340,-1341 & 1342, Ph. No: 040-2300 1697

E-mail: purchase.manuu@gmail.com, Website: www.manuu.ac.in

Annexure VII

No. MANUU/Purchase

Date:

CONTRACT AGREEMENT

THIS AGREEMENT is made on between **MANUU, Hyderabad** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose place of office is at Telecom Nagar, Gachibowli, Hyderabad – 500032.

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 software/services for conduct of online examinations for the final year/semester regular students of MANUU, Hyderabad.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through e-tender, vide e-tender no.dt..... for providing software/services for conduct of online examinations for the final year/semester regular students of MANUU, Hyderabad.
- II. AND WHEREAS the Contractor submitted his bid online through e-procurement (CPPP) 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 negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. to the Contractor on for a total sum of **Rs./-** [Rupees..... Only] per examination.
- IV. AND WHEREAS the Client desires that for providing software/services for conduct of online examinations for the final year/semester regular students of MANUU, Hyderabad be provided, performed, executed and completed 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 providing software/services for conduct of online examinations for the final year/semester regular students of MANUU, Hyderabad of its premises in cases 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 will be as per tender.
- 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 printing of course material / other academic materials (books) 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 GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST 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) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) 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 and subject to the exclusive jurisdiction of the courts in Hyderabad.
- X. 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
(Authorized Signatory)

Signed on Behalf of
MANUU
(Registrar)