



**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
KALYANPUR, KANPUR- 208016 (U.P.)

TENDER REFERENCE NO. : TE/IITK/2019/08

BID SUBMISSION END DATE- 21.11.2019

TENDER DOCUMENT

FOR

**“ANNUAL MAINTENANCE CONTRACT (AMC) OF ALL  
HARDWARE AND SOFTWARE FOR EXISTING ALCATEL IP-PBX AND  
ANNUAL OPERATION CONTRACT (AOC) ALONG WITH MANNING  
FOR MAINTENANCE AND ALL OPERATIONS & SUPPORT”**

## BID DOCUMENT

Online bids from eligible bidders which are valid for a period of 180 days from the date of Technical Bid opening (i.e. 22.11.2019) are invited for and on behalf of the Assistant Registrar, IIT Kanpur for **“ANNUAL MAINTENANCE CONTRACT (AMC) OF ALL HARDWARE AND SOFTWARE FOR EXISTING ALCATEL IP-PBX AND ANNUAL OPERATION CONTRACT (AOC) ALONG WITH MANNING FOR MAINTENANCE AND ALL OPERATIONS & SUPPORT”**.

Name of Work	Annual Maintenance & Annual operation Contract for Existing Alcatel IP-PBX
<b>Date of Publishing</b>	31.10.2019 (17:00 hrs)
Clarification Start Date and Time	01.11.2019 (10:30hrs)
Clarification End Date and Time	12.11.2019 (16.00hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
<b>Bid Submission Start Date</b>	31.10.2019 (17:00 hrs)
Last Date and time of uploading of Bids	21.11.2019 (16.00hrs)
Date and time of opening of Technical Bids	22.11.2019 (16:00hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids have to be submitted online in electronic form on [www.eprocure.gov.in](http://www.eprocure.gov.in) only. No physical bids will be accepted.)

## INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

### REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS:

- (i) For preparation of bid, the Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids.  
After selecting the tender document, the same shall be moved to the 'My favourite' folder of bidders account from where, bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**

- (viii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (ix) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (x) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

#### **ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 0512-259-6444 between 10:30 hrs to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)

## INSTRUCTION FOR e-PROCUREMENT

### 1. PREPARATION AND SUBMISSION OF BIDS

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be uploaded online in cover 1 and Financial Bid in ".Xls" should be uploaded online in cover-2

### 2. SUBMISSION OF THE BID

All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be uploaded online in cover-1.
- b. Financial Bid should be uploaded online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

### 3. TECHNICAL BID

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

**List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**

- i. Scanned copy of Bank details and work experience.
- ii. Scanned copy of OEM authorization letter.
- iii. Scanned copy of certificate of GST.
- iv. Scanned copy of tender acceptance letter.
- v. Scanned copy of specifications or brochures (if any).
- vi. Scanned copy of other document mentioned in tender document (if any)

**Please note that no indication of the rates/amounts be made in any of the documents submitted along with the Technical BID.**

### 4. FINANCIAL BID

- a. The currency of all quoted rates shall be Indian Rupees. All payments shall be made in Indian Rupees only.

- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal must be inclusive of all applicable taxes, duties, fees, levies, GST and the wages/salary payable to the employees to be deployed etc. other charges imposed under the applicable laws.

5. **LAST DATE FOR SUBMISSION OF TENDER**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT,Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

6. **BID VALIDITY**

- a. All the Bids must be valid for a period of 180 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the entire period including the extended period, if any, of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. **MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS**

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's submission.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. **REJECTION OF THE BID**

The bids submitted shall become invalid and tender fee, if any, shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.



**Tender document**

Department of Telephone Exchange  
Indian Institute of Technology Kanpur  
Kanpur (UP) 208016 India

Enquiry date: October 31, 2019  
Enquiry No: **TE/IITK/2019/08**

Online quotations are invited for **ANNUAL MAINTENANCE CONTRACT (AMC) OF ALL HARDWARE AND SOFTWARE FOR EXISTING ALCATEL IP-PBX AND ANNUAL OPERATION CONTRACT (AOC) ALONG WITH MANNING FOR MAINTENANCE AND ALL OPERATIONS & SUPPORT**. The detailed specification of the system is described below.

**Dr. Sumit Ganguly**  
DDIA,  
Indian Institute of Technology Kanpur  
Kanpur 208016, India

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
OFFICE OF DEAN, DIGITAL INFRASTRUCTURE & AUTOMATION



TEDER DOCUMENT

FOR

**ANNAUL MAINTENANCE CONTRACT (AMC) OF ALL HARDWARE AND SOFTWARE FOR EXISTING  
ALCATEL IP-PBX AND ANNUAL OPERATION CONTRACT (AOC) ALONG WITH MANNING FOR  
MAINTENANCE AND ALL OPERATIONS & SUPPORT**

## Background, Scope of Work, Instructions and Guidelines

### Introduction

1. Indian Institute of Technology Kanpur (hereafter referred to as the Institute), a body corporate and an autonomous academic Institute established by the Parliament under the Ministry of Human Resource Development, Government of India and is spread over an area of almost 1055 acres.
2. The core activity of the Institute is to impart higher education in various streams of science and technology etc. to students of India and abroad who join the Institute through entrance examination conducted with highest standards.
3. However, there are numerous non-core activities which the Institute has to undertake from time to time and which cannot be smoothed by its core employee strength, relating to its Health Centre, security arrangements, sanitation, horticulture, construction and maintenance and motor transport etc. besides scientific researches and project works etc.
4. Besides, the Institute also has an IP-PBX of Alcatel-Lucent duly installed on the campus to facilitate its officers and staff in its day today working.
5. Accordingly to maintain, manage, run and operate the said IP-PBX smoothly to its capacity, the Institute is desirous to award contract to the competent firm having requisite skill, expertise and authority from the Original Equipment Manufacturer (OEM), i.e., Alcatel-Lucent to bid in the instant tender with full support of spares, repair and replacement of parts as well as up-gradation of the system etc. as may be desirable besides deploying and manning the operation.

### Scope of Work

6. The work shall comprise of the Annual Maintenance Contract (hereafter referred to as AMC) as well as Annual Operation Contract i.e. the AOC besides manning of the existing Alcatel-Lucent IP-PBX duly installed at the Institute premises. The details of the equipment are described in **Annexure-1** of this bid document.
7. Along with the repair and maintenance of the spare parts provided by the contractor itself, the work also comprises of the repairs and maintenance of all spare parts provided by the Institute such as the cables, DP, Kronos besides repairs of all cable joints, and re-punching in DP Box etc.
8. To provide the said services round the clock and on all seven days of the week as per the requirement for ensuring smooth services.
9. To supervise and control the manpower deployed and to ensure its performance and duties as also the performance and deliverance of the work.
10. To do/perform all work required under the contract as per instructions/guidance of the Institute authorities as may be desirable from time to time.

11. To check and verify the qualifications and competence level of the persons to be hired and deployed as above and also to ascertain their credentials, antecedents and bona-fide in all respects.

### **Essential Condition for Bidding**

12. The bidders must be duly authorised by Alcatel-Lucent Enterprise (ALE), the Original Equipment Manufacturer (OEM/ALE) for bidding in the instant invitation. For the purpose, the bidder shall be bound to enclose/produce a genuine certificate from the OEM to the effect that it is authorized to bid in this tender.
13. The bidders shall also produce a genuine certificate from the OEM to the effect that it has absolute support of ALE in regard to its products, spares and other support services at all times including that of all firmware and software upgrades (minor or major, if required) and is competent to meet the contractual obligation as per tender terms.
14. The invitation to bid is composite one having two parts i.e. (1) the Annual Maintenance Contract (AMC) and (2) Annual Operation Contract (AOC), details of which are given hereafter, of existing Alcatel IP-PBX duly installed at IITK. Accordingly, the bidders shall be bound to bid simultaneously for both the parts. Any bid submitted in part shall be summarily rejected.

### **Eligibility Criteria for Bidding**

15. The party submitting the bid must be a Company/Firm registered with the Registrar of Companies/Registrar of Firms besides other Acts (being applicable) with the respective authority appointed under the relevant Act(s).
16. The firm must be registered under the Income Tax Act, and have its Permanent Account Number.
17. The bidding firm should also be registered under the Goods and Service Tax Act and have its GST number.
18. The bidder should have its own Code Numbers under the Employees Provident Fund and Misc. Provisions Act, 1952 and Employees Insurance Act, 1948.
19. The bidder must be a profit making organization during each of the last three financial years i.e. 2016-17, 2017-18 & 2018-19.
20. The bidder should not have been blacklisted in any of its previous assignments/contracts undertaken elsewhere nor should have left its contract without completing the term of the contract.

## Earnest Money Deposit (EMD)

21. The bid must be submitted along with the payment of Rs 2,50,000/- (Rupees Two Lac Fifty thousand only) towards the Earnest Money Deposit (EMD) through bank draft from any scheduled bank payable at Kanpur in favour of the Registrar, IIT Kanpur. Any bid not accompanied with the same would be summarily rejected.
22. The EMD must be valid for a period of 180 days after the last date of submission of bids.
23. The Earnest Money Deposit of unsuccessful firms shall be refunded without interest 30 days after finalization/award of the contract, subject to written request being made by the firm in this behalf.
24. The EMD shall be liable for forfeiture in case of withdrawal of Bid by any party in breach of the terms and conditions of the Bid document.
25. The successful firm in whose favour, the letter of acceptance is finally issued by the Institute, shall be bound to sign an agreement in this behalf within 15 days of the receipt of the acceptance letter failing which, the Earnest Money Deposit of the bidder concerned shall be forfeited without making any communication in this regard.
26. The EMD of the successful firm would be returned after award of the contract provided the requisite security deposit is furnished to the Institute in terms of the contract. However, if the successful bidder does not furnish the security deposit within the stipulated period, its EMD shall be liable to be absolutely forfeited and the letter of acceptance issued shall be deemed to be withdrawn and non-existent.

## Documents to be submitted along with the Bid

27. The firm must attach the copies of following documents along with the Bids. Any bid not accompanied by any of these documents would be liable for rejection:
  - a) Bank Draft of Rs 2,50,000/- drawn in favour of "The Registrar, IIT Kanpur, payable at Kanpur towards the EMD. The bank draft shall be submitted in an open unsealed envelop along with the Bid. No bids shall be received unless the bank draft, as aforesaid, has been deposited by the bidder.
  - b) Letter of transmittal and declaration in **Form-1**.
  - c) Income Tax Registration Certificate/PAN Card.
  - d) Memorandum and Articles of Association, if the firm is a company and in case, the bidding party is a partnership firm, the Partnership Deed.
  - e) Firm/Company Registration Certificate.
  - f) Goods and Service Tax Registration Certificate/No., if any.
  - g) EPF and ESI Registration Certificates/Code Nos.
  - h) Other Statutory Registrations/Licenses, if any.
  - i) Bank Solvency Certificate.
  - j) List of all contracts awarded and executed successfully during the last five years in **Form-2**.
  - k) List of contracts under execution along with details of Top Five contracts in **Form-3**.

- l) Performance report of Contracts completed in **Form-4**.
- m) Financial Bid in **Form-5**.
- n) Gross turnover and profit & loss for the last three financial years from 2016-17 and onwards. Certified audited Balance Sheet and profit & loss accounts for respective years must be provided in Letter of Transmittal, i.e, **Form-1**.
- o) Tender Acceptance Letter in **Form-6**.
- p) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
- q) Details of litigations including arbitration cases, if any, that may have come up in course of performing the contracts/assignments awarded during the last five years.
- r) Other documents, if any, as provided elsewhere in the Tender document or as may be deemed necessary.

The firm should submit self attested copies of all the above documents (other than the Bank Draft).

### **Amendment in the Bid Document and Other Information**

- 28. Any changes and amendments to the bidding schedule and other matters shall be notified on the Institute website well in advance and the same shall be binding. However to allow the bidders a reasonable time for taking into account the amendments in preparing the bids, the Institute may at its discretion suitably extend the deadline for submission of the bids.
- 29. As such, all the prospective bidders should keep constant watch of any such information on the Institute website and update themselves in this regard. Accordingly, no query or objections to the effect that they had no information of such changes, shall be entertained nor would the Institute be liable in any manner in this regard.
- 30. The prospective bidders may place their queries, if any, regarding the bid document and other issues by notifying the Dean, Digital Infrastructure and Automation in writing or by fax/email at his mailing address, seven days before the last date of submission of bids. However, the queries and clarifications shall simultaneously be notified on the Institute website for the information of all the prospective bidders.

### **Pre-Bid meeting**

- 31. Institute may at its discretion hold a Pre-bid meeting as well, if deemed necessary, on a pre determined date and time. Information in this regard shall be communicated through the above-mentioned Institute website.

### **Other Instructions/Conditions**

- 32. The Bid document consists of two parts i.e. **(i) Guidelines for Bidding (Appendix-A)** and **(ii) Terms and Conditions of the Contract (Appendix-B)**.
- 33. The bidders are advised to thoroughly go through all the stipulations provided in the entire bid document before the bidding.

34. The Bid document must be in computer print outs, complete in all respects and each and every page of the same along with all attachments should be duly signed under seal by the competent person signing on behalf of the firm submitting the Bid. The person signing the bid as above must also mention his full name and capacity below his signature.
35. Cuttings, if any, should be avoided. However, if the same is unavoidable, it should be duly attested and signed.
36. The bid should not be ambiguous nor should it contain insufficient information. The party submitting the bid shall not be allowed to make additions/alterations in the bid document and therefore, any such additions/alterations shall be at the parties' own risk and render the bid liable for rejection. Conditional Bids shall not be entertained.
37. If the space for any information to be provided in the bid against any column(s) is found to be insufficient, the same may be provided in a separate sheet duly attached with the bid.
38. If any of the particulars provided in the Bid are subsequently found to be untrue or false, the Bidder/contractor shall be liable to be adequately penalized in the manner, the Institute may deem appropriate including termination of the contract itself and/or at the discretion of the Institute, full/partial forfeiture of the contractor's EMD/security deposit money.
39. The successful party/firm, to whom acceptance of its Bid has finally been communicated, shall furnish in its name and cost, a non-judicial stamp paper of Rs.100/- for signing of the agreement.
40. The Institute shall be at liberty to award the contract to any other bidder in case, the party to whom letter of acceptance of its bid has been sent, fails to sign the contract agreement.
41. The Institute may negotiate the financial offer of the bid if the Institute reckons the financial offer inadequately high or unreasonable.
42. Any effort by a bidder to influence the Institute in the bid evaluation or in any other manner is likely to cause summary rejection of the bid.
43. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. Bids with conditions will be liable to be rejected without assigning any reasons thereof.
44. The bidders may, if they so prefer, visit and examine the campus and obtain for themselves a pre-assessed view of the overall scope and nature of work for preparing their bids.

### **Evaluation of Technical Bids and award of Contract**

45. First of all, the Technical Bids will be opened and would be evaluated and scrutinized on the strength of documents, their annual turnover, employment strength, financials etc.
46. Thereafter, the Financial Bids of those bidders who have qualified in their Technical Bids, shall be opened.
47. After evaluating the bids in all respects and merits, final awarding of contract shall be decided.

### **Institute's discretion to reject the Bids**

48. The Institute reserves the right to reject any or all Bids without assigning any reasons thereof. The Bids which do not fulfill any of the above conditions or are incomplete or misleading in any respect would be liable to be rejected.

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## Terms & Conditions of the Contract

### General

1. The Guidelines of the Bid document i.e. **Appendix 'A', Appendix 'B'** and the letter of acceptance issued by the Institute to the firm whose bid was found to be finally successful, shall be the invariable parts of this contract.

### Definitions

2. The following words and expressions shall carry the meaning unless the context requires otherwise;
  - a) The "Competent Authority" means the Director and Dean, Digital Infrastructure & Automation besides any other Officer/Officer-in-charge who shall execute and carry out the contract on behalf of the Institute.
  - b) The "Contractor" means the firm whose bid has been accepted by the Institute and which includes the Company/Firm/Agency's legal representatives, its successors and permitted assigns.
  - c) The "Director" means the Director of Indian Institute of Technology Kanpur.
  - d) The "Institute" means the Indian Institute of Technology Kanpur.
  - e) The "Letter of Acceptance" means the official intimation from the Institute to the successful firm to the effect that its bid has been accepted in accordance with the provisions contained in the Bid Document.
  - f) The "Contract" means and includes all works to be executed, all items and things to be provided/done as also the services and activities to be performed by the Contractor in accordance with and as per scope and the terms of the contract besides the AMC and the AOC which are detailed hereafter in this contract.

### Annual Maintenance Contract (AMC)

3. This part includes the AMC of all hardware and software of existing Alcatel IP-PBX system, the list of equipment of which is given in Annexure-1.
4. The AMC shall be the comprehensive one. The bidder shall be entitled for payment of a fixed monthly amount under the AMC, on quarterly basis, subject to submission of bill by the contractor.
5. The cost of the comprehensive AMC shall be all inclusive, i.e, inclusive of the cost of the repairs, replacement and up-gradation etc of the items detailed in Annexure-1 besides other parts/spares, taxes etc., as also the payment of wages/salary of the workers deployed in course of the performance of contract. Any material required other than listed in Annexure-1 will be provided by the IITK. The cost shall further be inclusive of any installation and/or commissioning which may be caused due to any up-gradations and/or replacement and repairs of any parts/spares provided whether by the contractor or the Institute and which are fully described in the scope of work in

**Appendix-A.** The contractor shall not be entitled for any other payments/charges, whatsoever in this regard i.e. the AMC.

6. It shall be the responsibility of the contractor that the IP-PBX System functions faultlessly and smoothly throughout the period of AMC without any deterioration and/or breakdown in the services. As such, it shall be the contractor's onus to maintain sufficient stock of the spares at all times within the Exchange premises.

### **Annual Operation Contract (AOC)**

7. The contractor shall be responsible for the operation of the IP-PBX System and attending the faults in the external plants (i.e. the cables, distribution pillars and subscriber/user equipments etc.) on day-to-day basis, so as to ensure un-interrupted and faultless services to the subscribers/users.
8. The Annual operation charges shall remain fixed for the entire term of the contract and the contractor shall not be entitled for any other payment in this regard.
9. The Engineer-in-charge, deputed by the contractor, shall report to the officer designated by the institute as officer In-charge, Exchange. He/She shall further be bound to comply with the directions of the said designated officer and also the other higher officers, on day to day basis.
10. The contractor shall be bound to deploy adequate support staff of its own like technician(s), operator(s) and line-men etc. as may be required for providing the afore-mentioned services without unduly overburdening its responsibilities, to enable itself rendering the services for entire lines of analog and VoIP extensions which would include attending to faults, user complaints and providing new connections. The institute is currently using 4120 analog and 830 VoIP extensions (although licenses are available for 5000 analog and 2000 VoIP extensions). The total number of connections is tentatively expected to increase by 5% every year.
11. The operator services would be required from 7:00 AM to 8:00 PM on all days in a week including the holidays however the Technicians/Lineman will work 06 days in a week, their actual working being that of 08 hours as per provisions of law.
12. The payment in respect of the AOC shall be made on quarterly basis after the end of every quarter, subject to submission of bill for the same.

### **Duration of the Contract**

13. The contract shall remain in force for a period of five years commencing from the date of signing of the contract. However, the contract may be extended for any further period if the same is considered by the Institute, subject to the condition that it is agreed upon in writing by both the parties.
14. However if the contractor fails to fulfill any of its obligations at any time in between during the term of the contract, the Institute shall reserve the right to appoint another agency for doing the work or assign the remaining work to any other firm as it deems appropriate. The contract in such

circumstance shall be liable to be terminated forthwith without any prior notice and without any liability, whatsoever, on the part of the Institute.

15. **It is understood that if due to any change of the contractor during the contract period as foresaid, the Institute is burdened with any additional financial liability more than what it would have incurred had the existing contract continued, such additional liability of expenditure would have to be borne by the contractor and the Institute would have the right to recover the same from the contractor in appropriate and lawful manner.**
16. Further in such a situation, the contractor shall be liable to be penalized in the manner, the Institute may deem proper and the same shall not be subject to any challenge. Besides, the security deposit of the contractor shall also be liable to be forfeited wholly or partially, at the discretion of the Institute.

### Deployment of Personnel

17. For all intents and purposes, the contractor shall be the employer within the meaning of different labour and other enactments in respect of the manpower deployed in the Institute for rendering the contractual obligations. The workers deployed by the Contractor shall have no claims of Master and Servant relationship vis-à-vis the Institute.
18. The contractor is expected to deploy the following manpower onsite of its own for providing the requisite services;
  - (i) **Engineer-in-charge:** Minimum one onsite Engineer with at-least 3-4 years of relevant experience to manage the complete equipment (hardware and software).
  - (ii) **Console Operators:** As per requirement.
  - (iii) **Technicians/Linemen:** As per requirement.
  - (iv) **Substitute staff:** The contractor shall also be liable to provide adequate substitute staff as well during the absence/leave period of any of its staff as per the situation enabling the services to continue without any interruption.
19. The Contractor shall have the absolute right in regard to the engagement, appointment of any person(s) as its employee/worker and to disengage, transfer, suspend, remove, terminate, retrench, dismiss, discharge any such worker and to supervise, control and manage their affairs or to take other disciplinary action etc. against them. The Contractor's staff shall neither be deemed to be the Institute staff for any purposes nor shall they have any right/claim for continuity or absorption in the Institute in any manner, whatsoever. The Institute shall not be concerned with them in any manner, whatsoever, in this regard. Further, the contractor shall be solely responsible for redressing the grievances and resolution of disputes relating to the persons deployed. All persons to be deployed must be adult and above 18 years of age.
20. The persons to be deployed must be of skills and qualifications etc. and of caliber and integrity as may be required to perform the job. Besides, clearance/approval from the Institute authorities shall be a must/pre-requisite for any persons before their deployment.

21. The Contractor shall be responsible to designate its employees and deploy every person at the various places and shall ensure that the persons perform their work to the satisfaction of the Institute. The Contractor shall furnish a list of its employees along with their passport size photographs and their residential addresses with proofs, to the Institute, with an undertaking of their good character and antecedents while the satisfactory performance of the contract in all respects, shall be the sole responsibility of the contractor only.
22. The normal working time for the workers shall be 8 hrs every day. The contractor shall further be liable to ensure that the maintenance and operational services are available round the clock including the holidays and weekly offs of its workmen meaning thereby that the contractor would deploy such number of workers as may be necessary for smooth and flawless functioning of the system round the clock and all seven days of the week.
23. The Contractor shall pay to its employees the wages for the month by seventh of the following month without fail irrespective of whether its payments have been made by the Institute or not. The payment of wages shall be made by the contractor only via digital mode or direct credit to the respective bank accounts of the employees/workmen concerned and through no other mode, whatsoever.
24. During the pre and post period of the contract, the contractor's personnel, employees or the workers shall not be entitled to enter the Institute campus.
25. The contractor shall be responsible to provide its workmen at its own cost the necessary tools kitbags and the uniform which its workmen shall put on while on duty.

### **Discipline**

26. The Contractor shall ensure that its employees adhere to the discipline, decorum and norms of the Institute and follow the instructions and directions etc. of their superiors/Institute authorities/security personnel etc. The Institute shall be entitled to search the workers/contractor agents and/or their vehicles inside its premises and while entering or going out of the premises.
27. The contractor shall provide at its own cost to its every employee an identity card in consultation with the Institute authorities which they shall carry all the time and shall produce to Institute authorities including the security persons, whenever asked for.
28. The contractor shall ensure that its employees do not consume liquor or smoke within the Institute campus, the same being strictly prohibited. If any of its employees violates this rule, he/she shall be liable for prosecution as per law besides automatically being disqualified from being deployed on the work.
29. The contractor shall be bound to remove/withdraw/transfer any of its workers/employees from being deployed and restrain such workmen from entering into the premises of the Institute who in the opinion of the Institute authorities are deemed to be;
  - i. guilty of any misconduct or to be incompetent or insufficiently qualified or negligent in performance of their duties, or

- ii. no more desirable to continue or to be deployed for administrative reasons.
- iii. indulge in theft or any illegal/irregular activities and misconduct etc.
- iv. any persons so removed from the work, shall not be re-deployed in the Institute and shall immediately be replaced at the expense of the Contractor by a qualified and competent substitute. The Institute shall further all the time reserve the right to allow or deny entry to any of contractor's employees into the premises of the Institute without assigning any reasons, whatsoever.
- v. The contractor shall be responsible for proper behavior of all the staff deployed on the work and shall exercise a proper degree of control over them.
- vi. The contractor shall be responsible for all of its employees in observing the security and safety regulations and instructions, as are issued by the Institute authorities from time to time.
- vii. The contractor shall be bound to prohibit and prevent any employee(s) from trespassing/acting in any way which may be detrimental or prejudicial to the interests of the campus community and/or Institute.

### **Security Deposit**

- 30. The Contractor shall be bound to furnish a security deposit equal to 5% of the entire contract value to be rounded off to the nearest lac of rupees to the Institute in the form bank guarantee towards the performance guarantee from any scheduled bank in favour of the Director, IIT Kanpur, payable at Kanpur.
- 31. The bank guarantee of entire security deposit must be valid till six months after the expiry of the contract period including the extended period, if any. The said bank guarantee shall be returned to the contractor six months after the expiry of the contract, on written request being made by the contractor in this behalf, provided further that there should be no dues payable on the part of the contractor to the Institute, to the workers or other lawful authorities in terms of the stipulations of the contract.
- 32. If the contract is extended for any further duration after the expiry of the initial period of the contract, the contractor shall furnish a fresh bank guarantee or get the exiting one extended with identical terms as stipulated above in the previous clause.
- 33. Any sums or dues recoverable from the contractor on any account, whatsoever, shall be adjusted from the contractor's bills or from the said security before its refund.
- 34. However, if under any circumstance, the amount of security deposit is reduced or any shortfall is caused to it because of any recoveries/realizations being made by the Institute in terms of the provisions of the contract, the contractor shall make such shortfall good within 15 days either suo-motto or from the date of notice issued by the Institute in that behalf.

### **Statutory and Other Compliances**

- 35. The Contractor shall not pay to any of its workers/employees deployed on the work, wages which are less than the minimum wages inclusive of the dearness allowance declared/prescribed and

informed from time to time by the Central Labour Department Kanpur or which are in force in the Institute at the time.

36. The Contractor shall in carrying out the contract, be responsible for strict compliance of all statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and Orders of the Competent Authorities including the Acts like the Employees Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; EPF & MP Act, 1952; Payment of Gratuity Act, 1972; Minimum Wages Act, 1948; ESI Act, 1948; Equal Remuneration Act, 1976 etc., as may be applicable from time to time.
37. The contractor shall be responsible to maintain and ensure the upkeep of all registers and records, submission of time bound returns/intimations to the concerned departments relating to the contract and/or work assigned and manpower deployed, as may be desired by the Institute authorities and/or under various Acts, Statutes, Government and other lawful forums/authorities or Institute orders etc.
38. The contractor shall ensure that the EPF & ESI contributions towards self as well as the employees deployed by it are deposited with the respective department within the time stipulated in the respective enactments (subject to the same being applicable) and shall produce the bona-fide documents to the Institute as and when asked for.
39. If at any stage, it is detected that the contractor has failed to deposit the EPF/ESI contributions as envisaged here in this agreement or has not deposited the contributions in spite of having deducted the same from the wages of workman for any month(s), then contractor's such action shall be deemed to be deliberate and in serious violation/breach of the term of the contract for which the Institute shall be competent to impose any penalty as may be deemed appropriate at its discretion including termination of the contract itself. Besides, the security deposit of the contractor may also be forfeited wholly or in part.
40. It is deemed that the Contractor has expressly understood that it is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of all such Laws.
41. The Contractor, in overall perspective and spirit of this Agreement, shall be wholly responsible for ensuring the performance as enumerated above to the satisfaction of the Institute authorities.

### **Indemnity**

42. The Institute shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalty, compensation, financial and other liabilities, whatsoever, if the Institute is subjected to any as such, which are caused due to:
  - i. Any accident or injury to any employee(s) of the contractor in course of the performance of the contract.
  - ii. Non-compliance/non-fulfillment of any of the obligations, statutory or otherwise, for which the contractor is liable.

- iii. Non-fulfillment of the obligations under various Acts and Statutes or the issues concerning the service related matters/ disputes of any nature, whatsoever, or non-payment of wages, minimum wages, gratuity, bonus etc., of its workmen whether in course of their deployment or during or after the expiry of the contract but relating to their deployment at the Institute in terms of the contract.
43. Any penalties, payments for lapses, defaults and liabilities on the part of the Contractor and for which the Institute is subjected or made to pay for.
44. And in case, the Institute is forced to pay any cost of any nature on account of Contractor's liabilities as above or of any other kind, the same shall be paid back by the contractor to the Institute either suo-motto or within 15 days of receipt of the notice in this behalf failing which, it shall be recovered from the payments due to the Contractor or from his security deposit or through other lawful mode as is deemed appropriate by the Institute.
45. The Contractor in particular and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the Institute on any matter, arising out of this clause shall be binding in finality, on the Contractor.

#### **Other Obligations of the Institute**

46. The other liability of the Institute shall be only in regard to the payment of difference caused due to upward revision in the minimum wages or Dearness Allowance (DA) subsequent to the date of agreement and which has to be or is paid by the Contractor to its workers. However, the same shall be paid on actual/net basis only i.e. the difference which additionally becomes payable due to enhancement in DA rates declared by the Central Government/inform by the Regional Labour Commissioner (Central), Kanpur. It is made clear that no payment shall be paid by the Institute towards the bonus or gratuity or any other liability that the contractor may otherwise have to pay to its workers during the period of their deployment under the contract.

#### **Other Obligations of the Contractor**

47. The Contractor shall, at its own expense, make good the losses or damages to the property of the Institute caused/having arisen by the acts of commission or omission, negligence or otherwise, of its personnel and of self, while executing this contract.
48. If any theft or loss of any items of the Institute occurs during the period of this Agreement, the Contractor shall be liable for the same and shall make good the loss.
49. In the event of failure of the Contractor in fulfilling its obligations wholly or in part, as mentioned in this Agreement for any reasons, whatsoever, the Institute shall be entitled to get the work done from other sources and the Contractor shall be liable to pay forthwith to the Institute the difference of payments made to such other sources, and also the damages, at double the rate of payment for the period, it failed in complying with its obligations.

## **Bills and their Payments.**

50. The contractor shall submit its bills for each quarter both for the AMC and AOC well in time after the expiry of the quarter which after due checks and verification, shall be processed for payment and further, would be paid by the Institute, as far as possible, within 30 days of its submission, through appropriate modes.
51. However from each payment to be made to the contractor, the following statutory deductions shall be made by the Institute in compliance with the related provisions of the respective legislations:
  - i. TDS under Income Tax Act.
  - ii. Deductions under any other enactments/rules as may be applicable at the time.
  - iii. Deductions under orders of courts/competent authorities.
52. Payment of the final bill shall be made to the Contractor as far as possible, within 90 days from the expiry/termination of the contract, provided the respective authorities are satisfied with the performance of the contractor and ascertain that there are no dues, whatsoever, recoverable from the contractor.

## **Amendment/Modification**

53. The parties can mutually amend/modify this Agreement at any time. However, such amendment/modification shall be effective only when it is reduced to writing and is signed by the authorized/competent representatives of both the parties.

## **Severability**

54. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that the intent of the parties, and the remainder of this Agreement continues to be in full force and effect.

## **Force Majeure**

55. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
56. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
57. The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.



58. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.
59. However, if the contract is terminated on account of persistent force majeure, the Institute shall be at liberty to continue to take/carry on the work being rendered by the personnel of the contractor until then so long, it deems appropriate and the contractor in such circumstance shall have no claim on its said workers.

### **Arbitration**

60. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Dy. Director of the Institute at the time of dispute.
61. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Dy. Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
62. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
63. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
64. The venue of the arbitration shall be at Kanpur.
65. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

### **Penalty**

66. **If at any time, the services are disrupted or they go awry in any manner due to non-availability of spares, it shall be deemed to be a serious breach of contract for which the AMC charges as well as the annual operation charges @ 10% may be forfeited besides imposition of other penalty as may be deemed appropriate by the Institute at its sole discretion.**
67. The contractor shall be liable to perform the contract and fulfill its obligations in entirety and for entire term of the contract. However if the contractor fails to perform as aforesaid and in terms of

stipulations of this contract the Institute may at its discussion impose adequate penalty in financial terms as it may deem appropriate or in terms of the provisions provided elsewhere in the contract.

### Interpretation

68. Should there be any dispute or confusion in regard to the interpretation of any stipulation of this agreement, the same shall be referred to the Director of the Institute whose decision in this regard shall be final and binding on the parties.

### Termination

69. **The contractor shall be bound to perform the contract for a minimum period of three years from the date of signing of the contract and shall not leave the assignment midway unless the same has been terminated by the Institute.**
70. **Subject to the condition as mentioned in the preceding clause**, the contract may be terminated by the either party by giving one year's written notice to the other party without assigning any reasons, whatsoever and without payment of any compensation, thereof. However, the contractor shall under no circumstances be entitled to run away from or leave the contract midway and shall be bound to continue and perform the contract until and unless, the Institute has found another suitable contractor **who has signed an agreement with the Institute and has further taken over the job from the contractor to perform the contract** for remaining period of the contract.
71. If the Contractor does not commence any work in the manner or does not perform its obligations/onus as per requirement or if at any time in the opinion of the Institute, the contractor;
- i. fails to carry out the work in conformity with the contract document, or
  - ii. substantially suspends the work without authority from the Institute, or
  - iii. fails to carryout and execute the work to the satisfaction of the Institute, or
  - iv. commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing having been given by the Institute to the Contractor requiring such breach to be remedied, or
  - v. The Contractor abandons the work,

then the Institute shall have the power to rescind/terminate the contract and to carry on with the work by the Contractor's workmen and supervisor(s) or may get the work done through other agency, as the Institute in its absolute discretion may think proper, without making any payment to the Contractor and further requiring the contractor to repay to the Institute the sum as it decides at its sole discretion.

72. This Agreement can further be terminated by the Institute in terms of the stipulations provided elsewhere in this contract.

### Survival

73. Any obligation under this Agreement which is to continue both expressly or by its nature, shall survive or remain in effect, even after the termination or expiration of the contract.

**Jurisdiction:**

74. The Contract shall be governed by and construed according to the laws in force in India. The Service Provider shall hereby submit to the jurisdiction of the courts situated at Kanpur for the purpose of actions and proceedings arising out of the Contract and the courts at Kanpur only, shall have the sole jurisdiction to hear and decide such actions and proceedings.

Signature:  
Full Name:  
Designation:  
Seal:  
M/s.....

## Annexure-1

S.No	Items	Quantity
1	Server Rack Mount (HP model 494329-B21)	2
2	Server Rack Pack 3-4 WIN 2008 R2 server EN	1
3	4059/4059EE IP USB Keyboard US English with IP-Phone	1
4	8770 R1.1 Software Pack DVD-R (8770 Software & Document)	1
5	Voice Messaging Software R6.7 DVD-R (Boot CD, 8440 Document CD, text to speech es-CA, text to speech fr/us/cz/KR, Messaging Software	1
6	19 Inch TFT Monitor PC/Server (HP Part No. 646603)	3
7	Keyboard PC/Server	3
8	M3 Variable speed Middle Fans / VFACROHS	3
9	M2/M3 Variable speed Middle Fans / VFACROHS	6
10	M3 Deflector Assembly	3
11	ACT 28 Shelf	7
12	ACT 14 Shelf	1
13	M3 Empty Cabinet	3
14	M2 Empty Cabinet	3
15	NPRAE-2 Board	3
16	4xv24 over IP Box (230v)	1
17	Cable TY2 96 PTS DIN-10M	3
18	Cable TY2 96 PTS DIN-15M	6
19	Cable TY2 64 PTS DIN-10M	157
20	M2/M3 Fitting Part. Cables	6
21	GPA2 Board	8
22	INT-IP2 BOARD	2
23	INTOF2	14
24	INT-IP3	9
25	ARMADA Daughter	15
26	10/100/1000 connector board	9
27	10/100 BASE-T CONNECTOR	2
28	Ez32-2 Board	157
29	Omni PCX R10.1 with 5000 analog, 600 IP, 1400 SIP and DISA license	
30	Telly Check software for Call Billing	
31	4059 ATTENDANT CONSOLE R5 CD-ROM	1



**Indian Institute of Technology Kanpur**  
**Office of Dean, Digital Infrastructure & Automation**  
**(Letter of Transmittal and Declaration)**

1. Name of the Company/Agency: .....  
 (Attach Memorandum & Articles of Association/Certificate of Registration/Partnership Deed)
2. Address of Registered Office and Corporate Office:
  - a) Address :
  - b) Phone Number(s) :
  - c) Fax No. :
  - d) Mobile Number(s) :
  - e) E-mail Address :
3. Contact person with designation and contact no. (Office and Mobile)
4. List of Directors/Partners with address and contact details:
5. Date of Incorporation: .....
6. Permanent Account Number: .....
7. GST Registration Number: .....
8. ESI Registration/Code Number, if any. Please also specify the City/Place from where the Registration/Code number has been obtained: .....
9. EPF Registration/Code Number & Date, if any. Please also specify the City/Place from where the Registration/Code number has been obtained: .....
10. Other Statutory Registrations, if any: .....
11. Gross turnover & Profit: (Attach audited Balance Sheet and Profit & Loss account of last three years as on 31 March 2019):

Financial Year	Asset/Liability	Gross Turnover and Profit
2016-17	Rs.	Rs.
2017-18	Rs.	Rs.
2018-19	Rs.	Rs.

12. Bank solvency certificate(s) with details:
13. Total number of existing contracts:
14. Name and addresses of current Top Five Clients:
15. Total number of contracts executed during last five years:
16. Whether the applicant has been issued any notices or had complaints from its clients, if yes then furnish details: .....
17. Whether there have been any court cases or are pending against the Company/Firm or any of its Director/Partners and/or CEO/CFO, if yes then furnish details: .....
18. Details of Earnest Money Deposit:
  - a) Name of Issuing Bank .....
  - b) Bank Draft no. & date .....

c) Draft Amount .....

**Declaration**

I .....(Name & Designation), the undersigned  
S/o.....R/o.....do hereby declare as under:

- a) That I am the authorized and competent person for signing this with document, under resolution no.....dated ..... attached herewith.
- b) That the applicant has read & understood all the terms & conditions of the document and the same are acceptable to the applicant.
- c) That all the information submitted herein is true and nothing material has been concealed.
- d) That the applicant shall ensure to submit all evidence or documents as desired by IIT Kanpur.
- e) That the applicant undertakes to render IIT Kanpur free from all and any kind of liability and consequences resulting out of this/present agreement.

Date:  
Place:

Signature:  
Full Name:  
Designation:  
Common Seal:  
M/s.....

List of Contracts awarded during Last Five Years

Sl. No.	Name of the Client with Address	Nature of Job/ Assignment awarded	Total Value of Contract (in Rs.)	Period of Contract		Name & Address of officer to whom reference may be made
				From	To	

Date:  
Place:

Signature:  
Full Name:  
Designation:  
Common Seal:  
M/s.....

**List of Contracts Currently under Execution with Details of Top Five Contracts**

1. Sl. No. :
2. Name of Client with Address:
3. Annual cost of each Contract:
4. Date of commencement as per Contract:
5. Period of Contract:
6. Name & Address of Officer for reference purposes :
7. Name of Top Five Clients:
8. Remarks:

Date:  
Place:

Signature:  
Full Name:  
Designation:  
Common Seal:  
M/s .....



**Performance Report of Contracts Completed**

1. Name of the Client with Address
2. Agreement Number
3. Annual Value of Contract
4. Date of Commencement
5. Date of Completion
6. Performance Report
  - a) Quality of Service : Excellent/Very good/Good/Fair
  - b) Whether ever penalized, :  
fined or blacklisted?
  - c) Whether ever debarred :  
from bidding, if yes,  
details thereof
  - d) Disputes/Litigations, if :  
any, with the Clients

Date:  
Place:

Signature:  
Full Name:  
Designation:  
Common Seal:  
M/s.....

**FINANCIAL BID**

(On behalf of M/s..... for providing, Annual Maintenance and Operational Services relating to the IP-PBX at the Indian Institute of Technology Kanpur)

We, M/s ..... do hereby bid and undertake to provide all the services and work at Indian Institute of Technology Kanpur in terms of the stipulations of the Bid Document at the rate mentioned below;

Contract for	Rates offered
1. Annual Maintenance	Fixed Charges per month @
2. Annual Operation	Fixed Charges per year @

Date:  
Place:

Signature:  
Full Name:  
Designation:  
Common Seal:  
M/s.....

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

---

---

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**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)