



Tender reference No.CC/IITK/09/1317

Indian Institute of Technology KANPUR

KALYANPUR, KANPUR U.P

KANPUR -208016

Computer Centre

Tender No: CC/IITK/09/1317 Dated 28.10.2020

Bid Submission Last Date 19.11.2020

TENDER DOCUMENT

FOR

Requirement of One Network Engineer and Two Maintenance Personnel

for IIT Kanpur Computer Centre for 3 years

**BID DOCUMENT**

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 120 days from the date of Technical Bid opening are invited for and on behalf of the Assistant Registrar, IIT, Kanpur for “**Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for 3 years**”.

<i>Name of Work</i>	Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for 3 years
<i>Date of Publishing</i>	28.10.2020 (04:00 PM)
<i>Clarification Start Date and Time</i>	28.10.2020 (04:00 PM)
<i>Clarification End Date and Time</i>	03.11.2020 (04:00 PM)
<i>Queries (if any)</i>	No queries will be entertained after clarification end date and time
<i>Bid Submission Start Date</i>	28.10.2020 (04:00 PM)
<i>Last Date and time of uploading of Bids</i>	19.11.2020 (04:00 PM)
<i>Last Date and time of submitting, EMD and other documents</i>	20.11.2020 (02:00 PM)
<i>Date and time of opening of Technical Bids</i>	20.11.2020 (04:00 PM)
<i>Date and time of opening of Financial Bids</i>	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 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 ie <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 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 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, then same 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 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.
- (vi) Any information/ material/ document supplied along with this tender or after placement order should not be disclosed or copied.
- (vii) IITK may accept or reject any/ all tenders including the lowest tender without assigning any reasons whatsoever.
- (viii) Clarification: For any clarification: Please contact Head, Computer Centre, IIT Kanpur (headcc@iitk.ac.in)

SUBMISSION OF BIDS:

- (i) Interested authorized dealers/ distributors, who are willing to meet the stated requirement, are requested to kindly submit their competitive bids/ offers through e-procurement system of CPPP of Govt.
- (ii) 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.
- (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.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- (ix) 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.

- (x) 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.
- (xi) 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.
- (xii) 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.
- (xiii) The successful bidder should submit Order Acceptance within 7 days from the date of order.
- (xiv) If an Indian agent is involved, the following documents must be enclosed:
 - a. Foreign principal’s proforma invoice indicating the Commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.
 - b. Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business.
 - c. The enlistment of the Indian agent with Director General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.
- (xv) Conditional offers/ quotations shall not be accepted and are liable for rejection
- (xvi) A scanned copy of the certificate on company letterhead, stating that the bidder hasn’t been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/ department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be uploaded.
- (xvii) The broad configuration / specification of the proposed purchase / work is given. Bidders are required to keep their proposal strictly as per the specification prescribed.

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 0512-259-7796 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



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 upload online in cover 1 and Financial Bid in “.Xls” should be upload 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 upload online in cover-1.
- b. Financial Bid should be upload 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 Eligibility Criteria of Bidder as per Annexure-1
- ii. scanned copy of Compliance sheet as per Annexure-2.
- iii. scanned copy of Organization Declaration Sheet as per Annexure-3
- iv. Scanned copy of Technical supporting documents in support of all claims.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. **Financial Bid**

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- 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 should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc. **except service tax**. The service tax component shall be re-immersible by the department after receipt of paid challans



etc. if applicable.

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 initial/ extended period 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 120 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 due Date.
- 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 bid submitted shall become invalid and tender fee 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.

9. SETTLEMENT OF DISPUTES:

1.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

1.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.



10. FORCE MAJEURE:

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure.

If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

11. GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

12. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership , the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means .

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.



- b."Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee , the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .

13. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)



Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.



Tender reference No.CC/IITK/09/1317

INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

Tender Notice

E-tender /Online bids are invited for reputed firms from eligible bidders for the work of **“Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for 3 years”**.

The Demand draft for Rs.50,000/- towards Bid Security/ EMD in favour of **Registrar IIT Kanpur** payable at **Kanpur** must reach **Mr. Prajwal Bajpai, Computer Center, IIT Kanpur-208016** latest by 14:00 Hrs on the bid opening day i.e. **20.11.2020**

Please note all bid related documents scanned copy is to be submitted on the online portal, only Demand draft has to physical reach the aforementioned address.

The tender document along with other details may be downloaded from the CPP Portal: <http://eprocure.gov.in/eprocure/app>

IIT Kanpur reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

Sd/-
Assistant Registrar



Tender reference No.CC/IITK/09/1317

Tender Document
Department of Computer Centre
Indian Institute of Technology Kanpur
Kanpur (UP) 208016 India

Enquiry Date: 28.10.2020

Enquiry No. CC/IITK/09/1317

A. Online quotations are invited for Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for 3 years

S No	Description	Period
	Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for Three years: Full time maintenance personnel towards managing and maintenance of network equipments (Experience on the Network Device like Cisco, Fortinet, Load Balancer, Router, Firewall, Passive Items etc)	3 Years (36 Months)

B. Clarification:

For any clarification: Please contact DDIA, Computer Centre, IIT Kanpur (ddia@iitk.ac.in)

C. Final Decision-Making Authority:

The decision of the Director, IIT Kanpur will be binding on all bidders.

D. Disclaimer:

1. Information disclosed under and in accordance with the tender document will not constitute as an offer, also the acceptance of responses to this tender cannot be considered as a binding contract.
2. Applicants are solely responsible for all expenses associated with responding to this tender.
3. IITK reserves the right to annul the tender process at any time, without thereby incurring any liability to the affected bidders or specifying the grounds for the action.

E. Legal

1. 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 Director of the Institute at the time of dispute.
 - a. The venue of the arbitration shall be at Kanpur.
 - b. Subject to 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.
2. The contract shall be governed by and construed according to the laws in force in India. The Parties shall hereby submit to the jurisdiction of the courts situated at Kanpur.



Terms and Conditions Governing the Contract

1. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any statutory applicable taxes such as applicable Tax, etc. should be mentioned separately in the Financial Bid. However, quote should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided.
2. The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule. In the event of part supply, IITK shall withhold the entire payment until the whole of the supply as per the order is delivered. In case the delivery schedule is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.
3. If the completion of systems/ components is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to IITK in writing of his claim for extension of delivery period. IITK on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by IITK in writing, contractor cannot claim the extension of delivery time as a matter of right. IITK shall have the right to either cancel/ extend the order validity/ levy LD as appropriate.
4. If the Contractor shall fail to deliver the systems/ components within the time specified in the Contract, IITK shall recover from the Contractor as liquidated damages a sum of 0.5% of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed 5% of the contract price of the unit or units so delayed. Systems/ components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.
5. In general, all supplies are to be delivered as per the schedule of the contract only. In exceptional circumstances, part supply of the items may be accepted upon the recommendation of end-user. However, payment will be effected as stipulated in order/ contract.
6. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
7. If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, IITK is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.
8. The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/ or material is required by IITK's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
9. *IITK does not make ANY ADVANCE PAYMENT.* As per standard terms, Quarterly Payment against after billing within 30 days after acceptance of services.



10. The price shall include but not limited to:

- a. Costs of goods / services covered in this contract.
- b. Taxes and duties
- c. Transportation and packing cost
- d. Cost of Installation, testing, commissioning and handing over of goods

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

11. The Bidder shall have to submit a copy of GST Registration certificate along with quotation (if applicable) for claiming the above.

12. In respect of GST as per notification No.45/2017 central tax (Rate) dated 14.11.2017 and Notification No. 47/2017-Integrated Tax (Rate) dated 14.11.2017 and G.O.(MS) No.161 CT&RD dated 14.11.2017. The GST is payable by IITK at 5% only against the tariff rate. Necessary exemption certificate will be issued by IITK for claiming the benefit of exemption. In respect of Import, the custom duty at concessional rate of 5.15% is only payable by IITK under notification no.51/96 customs dated 23.07.1996 and 43/2017 customs dated 30.06.2017. No other tax is payable.

13. In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, IITK. The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Lucknow. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

14. The bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess PAN No. and any other registration to claim the statutory levies.

16. The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement.

17. In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender. If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product. In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period. OEM also shall provide agency agreement and indicate agency commission payable to make remitting in INR.

**Eligibility Criteria of Bidder:**

S. No.	Description	Complied(Y/N)	Remarks
1.	The bidder should be ISO 9001:2015, 27001:2013 and 20000-1:2011 certified for providing Solutions and Services for Network, Wireless, Router, Switches, Firewall, Server, Storage, CCTV, Cabling, UPS etc.		
2.	The bidder should have at Least 3 Year experience in the same field providing the Resident Engineer for maintaining LAN Networking Experience on the Network Device like (Cisco, Fortinet, Load Balancer, Router, Firewall, Passive Items) in IIT's/ Central University, Central Government & PSU's Documentary proof in this regard should be submitted. (Attach at least three-PO's of last 3 years)		
3.	Bidder Should have ESIC & EPF Registration irrespective of employees' strength.		
4.	The Bidder shall provide the Registration number GST/Sales Tax / Service Tax /PAN /TIN - Registration number.		
5.	For after sales services the agency shall be available at all times and communication by Tele/E-Mail/Fax to agency shall be acknowledged immediately on the same day.		
6.	Bidder should have minimum 5 years presence in India. (Attach Company Registration Certificate)		
7.	Bidder should have minimum 1.5 Cr. net worth in last financial year 2018-19 (Attach CA certificate).		
8.	Bidder should have Solvency Certificate of Rs. 1 Cr. (Attach Bank Certificate)		
9.	Bidder should have minimum Rs. 5 Cr. Average Turnover for last 3 years,2016-17, 2017-18 & 2018-19. (Attach CA certificate and Balance sheet & P&L Account).		
10.	Bidder Should also Provide the FMS Services free of Cost		
11.	Bidder Should raise Quarterly billing after acceptance of services by the Computer Centre.		

(Signature of the Tenderer)

Name:

Seal of the Company



Annexure- 2

S. No	Generic Requirements	Complied/ Not Complied
Requirement of One Network Engineer and Two Maintenance Personnel for IIT Kanpur Computer Centre for Three years:		
1.	Full time maintenance personnel towards managing and maintenance of network equipments (Experience on the Network Device like Cisco, Fortinet, Load Balancer, Router, Firewall, Passive Items etc)	
2.	Interview of the Engineer and Network Personnel will be taken by the Computer Centre Personal to finalised the Engineers with the L1 Bidder.	

Post	Qualification	Experience	Job Profile	Complied/ Not Complied
Network Engineer	BE/B./Tech/MCA	At least 10 years	<ul style="list-style-type: none"> The Engineer should have in depth knowledge of Network equipments (Cisco, Fortinet, Load Balancer, Router, Firewall, and Passive Items). Should be able to do the Configuration & Troubleshooting of L3 & L2 Switches, Firewall, Servers, Wi-Fi etc. 	
Network Personnel (GR—I)	PGDCA/ITI	At least 15 years	<ul style="list-style-type: none"> Should have knowledge of Crimping, Punching and should have long experience of Troubleshooting and Maintaining very large of Passive Networks. Should also have the Knowledge of Active network Troubleshooting. Can train and lead other fresh team members 	
Network Personnel (GR—II)	PGDCA/ITI	At least 5years	<ul style="list-style-type: none"> Should have knowledge of Crimping, Punching and Troubleshooting of Passive Networks. Should also have the Knowledge of Active network Troubleshooting. 	



**Organization Letter Head
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Kanpur.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

NAME & ADDRESS OF the authorized dealers/ distributors	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	

(Signature of the Tenderer)

Name:

**Seal of the
Company**



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

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

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

_____ 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/ organisation 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/ organisation 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)



Tender reference No.CC/IITK/09/1317

Appendix -2

Certificate for Tender
(To be given on Company Letter Head)

Date: _____

To,

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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



Tender reference No.CC/IITK/09/1317

Appendix -3

Certificate for Tender for Works involving possibility of sub-contracting
(To be given on Company Letter Head)

Date: _____

To,

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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



Tender reference No.CC/IITK/09/1317

Appendix - 4

Declaration for Local Content

**(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above
Rs.10 Crores)**

Date: _____

To,
The Director,
Indian Institute of Technology Kanpur,
GT Road, Kalyanpur, Kanpur -208016

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has ____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”*

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