



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR
GT ROAD, KALYANPUR, KANPUR – 208 016
UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/DOAA/LHC/20-21/02

BID SUBMISSION END DATE- 11.02.2021

TENDER DOCUMENT

For

(a) Comprehensive Maintenance Contract” (CMC) for Audio Visual equipment and their accessories including UPS installed at L18, L19 & L20, Lecture Hall (s) of IIT Kanpur

and

(b) Operations Services to operate the above system(s) for a minimum of 5 days a week in 2 shifts at each Lecture Hall with 6 operators.

BID DOCUMENT

The Indian Institute of Technology Kanpur (“the IITK”) invites Bids (“Bids”) from eligible, qualified and capable companies for the supply and delivery of “the Goods” and provision of associated services (“Associated Services”) according to the requirements as defined in the Tender document.

Name of Work	1.Comprehensive Maintenance Contract (CMC) for Audio Visual equipment and their accessories including UPS installed at L18, L19 & L20 at Lecture halls of IIT Kanpur And 2.Operations Services to operate the above system for minimum 5 days a week in 2 shifts at each hall with 6 operators.
Date of Publishing	22.01.2021 (16:00 hrs)
Clarification Start Date and Time	22.01.2021 (16:00 hrs)
Clarification End Date and Time	11.02.2021 (16:00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	22.01.2021 (16:00 hrs)
Last Date and time of uploading of Bids	11.02.2021 (16:00 hrs)
Last Date and time of submitting, other documents at IIT Kanpur (if any)	Not Applicable
Date and time of opening of Technical Bids	12.02.2021 (16:00 hrs)
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 must be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

(A)
INSTRUCTIONS 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.

1. REGISTRATION

- (i)** Bidders are required to enrol 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.

2. SEARCHING FOR TENDER DOCUMENTS

- (i)** 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.
- (ii)** 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.
- (iii)** 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.

3. 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.

4. SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should upload Bid Security Declaration as per the instructions specified in the NIT/ tender document (Appendix-5) 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 to proceed further to submit their bid.
- (iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (v) 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.
- (vi) 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.

(vii) 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.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected.

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.

(xii) Bidder will get all benefits under Rule 153 GFR-2017.

5. 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 contact person indicated in the tender. The contact number of end user is 0512-259-4901 & 7235. Please call between 10:30 hrs to 17:00 hrs on working days (Monday- Friday)

(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

(B)
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 should be uploaded online in cover-2

2. SUBMISSION OF THE BID :

All interested and eligible bidders are requested to submit their bids online on the 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> .

- a. **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -**
 - i. Scanned copy of Bank details.
 - ii. Scanned copy of work experience.
 - iii. Scanned copy of an authorization letter from OEM on Appendix 1-3.
 - iv. Scanned copy of certificate of GST.
 - v. Scanned copy of specifications/brochures & tender acceptance letter
 - vi. Declaration for local content, Country of Origin of goods and Bid Security Declaration on Appendix 4-5.
 1. For The tender value up to Rs. 10 Crores - Self-Certificate for local content from the bidder.
 2. For the tender value above Rs. 10 Crores - Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.
- b. **For Import Shipments – Shipping Terms Ex-Works/FOB are preferred.**

NOTE - 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 90 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 90 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 if: -

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

9. SELECTION CRITERIA:

Phase-I: Technical Evaluation

Technical evaluation will be done on the basis of information given by technical bid submitted by the bidders. Bid containing partial, incomplete, uncleared and superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant documents. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids (**Please refer to the Pre-qualification clause**).

Sample Approval:

Not Applicable in case of Service Contract.

Phase-II

- a. Financial bids of technically qualified bidders shall be opened.
- b. Financial evaluation is purely done on the total financial implication.
- c. Any superfluous, unreasonable assets rate quotes will be summarily rejected.

10. Late Delivery:

Not Applicable in case of Service Contract.

11. 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 of 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 of 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 .

- 12.** 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 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-1 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-1 local supplier' shall get purchase preference over 'Class-1 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-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-1 local supplier', will be invited to match the L1 price subject to Class-1 local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 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-1 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.

(C)
COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract,

where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and Services / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract "Services" means all kind of services Consultancy/Non-Consultancy under the contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
(i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and

(ii) "Place(s) of Delivery/Execution" means the location(s) or place(s) where the Goods/Services are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. CONCLUSION OF THE CONTRACT

- 2.1. The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of execution of the services.
- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning.

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

4. COMPREHENSIVE MAINTENANCE CONTRACT (CMC) AND OPERATIONAL SERVICES MONITORING

1. The operational services shall be continuously monitored by the end user department on daily basis.
2. Periodical Preventive maintenance check-up are mandatory to be rendered by the service provider on quarterly basis.
3. Service provider shall bring to the notice of the end user department in advance the problem/likely to occur problem about the equipment and accessories installed.
4. In case of any problem detected, the service provider shall make immediate alternate arrangement to ensure uninterrupted services.
5. Lapses if any, to the (i) above shall be viewed seriously by the end user and communicated to the service provider for immediate necessary action.
6. Institute reserve full right to deduct any portion of the payment as deemed fit towards noncompliance of any of the above.

5. OBSERVANCE OF LAW AND EXPORT LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods/Services, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they

are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

6. PRICE

The price of the Goods/Services shall be as stated in the Purchase Order and may not be increased.

7. PAYMENT

7.1. Payment shall be done on monthly basis. IIT Kanpur shall make payment within Fifteen (15) Days after the submission of Invoice, later of:

a. Successful performance of services at IITK as confirmed by the end user, endorsed and approved by the indenters' Head of Department / Section;

7.2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods/services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorized by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 8 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.

7.3. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.

7.4. The IITK shall not pay any charge for late payments.

8. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

9. WARRANTY

9.1. The Contractor warrants that the Goods furnished under the service Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.

9.2. The Contractor shall provide a warranty for the Goods for a period of one year from the date of acceptance of the Goods by the IITK, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.

9.3. In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply or otherwise prove to be defective, the Contractor shall, upon written notification from the IITK, replace that portion of the Goods and bear all costs associated with the replacement of same.

10. PACKING

- 10.1.** The Goods supplied during CMC shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IITK Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 10.2.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- 10.3.** All packaging materials shall be non-returnable.

11. DEFAULT AND DAMAGES

- 11.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
- a.** Deliver/execute any or all of the Goods/services under the Purchase Order;
 - b.** comply with any or all of the terms and conditions set out in the Purchase Order; or
 - c.** deliver /execution any or all of the Goods/Services under the Purchase Order on or before the Delivery Date; the IITK may hold the Contractor in default under the Purchase Order.
- 11.2.** When the Contractor is thus in default, the IITK may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- 11.3.** Alternatively, to clause 11 above when the Contractor is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery/execution Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 11.4.** The IITK may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering/Services the Goods/Services past the date initially specified in the Purchase Order.
- 11.5.** If the Contractor does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- 11.6.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IITK may engage another contractor to deliver/perform the Goods/Services and recover any difference in price and any additional costs from the Contractor.
- 11.7.** The Contractor shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

12. PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery/Service Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

13. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods/Services or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods/Services, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

14. 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.

15. INDEMNITY

15.1. The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

15.2. Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

16. ASSIGNMENT

16.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.

16.2. The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.

16.3. The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any

subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

17. INSOLVENCY AND BANKRUPTCY

17.1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

17.2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

18. TERMINATION

The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

19. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

20. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

21. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

22. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a.** for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- b.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

23. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

24. GOVERNING LAW

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

25. SETTLEMENT OF DISPUTES

25.1. 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.

25.2. 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.

26. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

27. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

28. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

29. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

30. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Tender document

Sealed quotations are invited from the reputed Manufacturer/Distributor/Dealer/Service Provider by undersigned, for

1. Comprehensive Maintenance Contract (CMC) for Audio Visual equipment and their accessories including UPS installed at L18, L19 & L20 at Lecture Halls of IIT Kanpur and

2. Operations Services to operate the above system for minimum 5 days a week in 2 shifts at each hall with 6 operators.

The quotation should be submitted online on or before 16:00 hrs, 11/02/2021 through CPPP.

Enquiry No. : IITK/DOAA/LHC/20-21/02
Description of item : **1.Comprehensive Maintenance Contract (CMC) for Audio Visual equipment and their accessories including UPS installed at L18, L19 & L20 at Lecture hall of IIT Kanpur**
And
2.Operations Services to operate the above system for minimum 5 days a week in 2 shifts at each hall with 6 operators.
Bid publishing date : 22.01.2021
Bid submission closing date : 11.02.2021
Bid opening date : 12.02.2021

Details of required Items

Sl. No.	Details of Services required	Quantity In No.
1.	1. Comprehensive Maintenance Contract (CMC) for Audio Visual equipment and their accessories including UPS installed at L18, L19 & L20 at Lecture hall of IIT Kanpur and 2.Operations Services to operate the above system for minimum 5 days a week in 2 shifts at each hall with 6 operators.	1 1

Bidder may visit Institute during office hours to see the installed Audio-visual equipment and other accessories before bidding refer list of items at Sheet A

General Instruction to the Bidder

1. Online Bids through CPPP is only accepted. Bidder should read "Instruction for Online bidding" carefully.
2. Bidder should sign and seal properly every paper of tender documents as a token of acceptance before uploading on CPPP.
3. Bidder should quote rate only in format provided as "Price –Bid". Same format should be well typed in firm letter head. Bidder should carefully check before uploading it in CPPP. Rates should be in Rupees, numeric. Total should be in Numeric as well as in Alphabetic.

4. Security money @ 3% of the Contract value have to be deposited in the form of DD/FDR in favour of “Registrar IIT Kanpur” of Nationalize bank/Reputed Bank payable at Kanpur or electronic transfer to A/C no.10426002137 State Bank of India. IIT Kanpur, IFSC code: SBIN0001161 by the bidder within 15 days of issue of LOI (Letter of Intent) to the lowest bidder; followed by execution of the Contract on a Rs. 100/- non judicial stamp paper mentioning about the agreement to be made which shall include all the terms and conditions mentioned in the tender document. The Contractor has to sign on each and every page along with his official seal while the Institute shall sign as the other party.
5. Bidder should upload self-attested credentials in support of qualifications.

Pre-qualification:

1. **The Bidder must submit a letter, minimum from any one OEM’s out of Extron, Beyerdynamic, Lumens, Christie, Biamp, BARCO or Hitachi for tender authorization, availability of spares & technical support for maintenance of installed equipment during the contract period.**
2. **An undertaking from the Bidders for availability of qualified & trained service team for the maintenance of installed equipment.**
3. **An undertaking from the Bidders for availability of a standby unit i.e. a projector with similar or better specifications with suitable lens and a UPS with batteries for uninterrupted operations of the installed system in case of sudden shutdown of the Audio-Visual system of LHC.**
4. **Firm must have valid GSTN Number.**
5. **Firm should have successfully completed at least one similar work for CMC or SITC in any government organizations/Educational Institute/PSUs.**
6. **Firm should in good financial position having turnover of at least Rs. One Crore during the last two years. Copies of Balance sheets for two years must be attached.**

Terms & Conditions of the quotations are as under:

1. Enquiry is uploaded in CPPP as well as our web- site. Bids are accepted on line only through CPPP, no bid will accept in any other mode.
2. The Bid should be submitted as per the instruction given for Online bidding.
3. The Services mentioned in enquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
4. **Firms will quote the prices in PRICE SCHEDULE inclusive of consumables costs i. e. Coolant Kit, Filters, UPS Batteries, Mic batteries, all necessary cables, Connectors, Accessories or any other item (Except Projector Lamp). The cost of Projector Lamp shall be borne by the Institute.**
5. **No other payment (except CMC charges, Operations Services charges and Projector Lamp cost) towards consumable and other parts of equipment on account of CMC & Operations will be payable to the firm during the contract period.**

6. Other charges, duty, taxes should be clearly mentioned.
7. Current rate of tax as and other statutory levies must be mentioned.
8. The rates offered should be exclusive or inclusive taxes. The rates applicable should clearly be specified.
9. Quotation should have validity of at least 90 days from the date of opening.
10. The rates quoted should be in metric units/Nos, otherwise your quotation is liable to be ignored.
11. The right to reject all or any of the quotations and to split up the requirements or relax any or all of the above conditions without assigning any reason is reserved.
- 11. Please go through the list of Equipment/Accessories installed in L18, L19 & L20 before quoting the rates for CMC (Please refer sheet A).**
- 12. Please note that the equipment installed in L18, L19 & L20 are more than 4 years old.**
- 13. Three UPS installed in L18, L19 & L20 are of 15, 15, 20 KVA capacity respectively, must be included in CMC.**
- 14. Filling up the 'Tender acceptance letter' on company letter head is mandatory.**
15. Institute is partially exempted for payment of Custom Duty @ 5.15% under notification 51/96 and road permit will be provided, if applicable.
16. The Concessional Form 'C/D' have been abolished w.e.f. 01.04.2007.
17. Bidder should upload **(With COVER I)** details of Bank Account for the electronic transfer of Payment/Refund of the Security Money, well typed in letter head of the firm with signature and seal of authorized person.
18. Institute is partially exempted for payment of GST under notification 45/2017.
- 19. The contract for CMC will be initially for period of one year and may be extended by another 1 or 2 year based on satisfactory performance of the service provider but at the sole discretion of the Institute on mutually agreed terms.**
20. Any dispute is subject to Kanpur jurisdiction.

Installed at : Lecture Hall 18

Sl. No	Make	Model	Description	Qty for Lecture Hall 18
1. FRONT OF HOUSE				
E-01	Tannoy	QFlex 32 Active	FOH Loud Speakers	02
E-02	Tannoy	VNET SCI	System Controller	01
E-04	Tannoy	VNET 218DR Active	Bass Loud Speaker	01
2. STAGE MONITORS AND AMPLIFIER				
E-06	Tannoy	VX8M	Stage Monitor Speakers	04
E-07	Tannoy	VNET SCI	System Controller	01
E-08	Lab Gruppen	E 8:2	Stereo Power Amplifier	02
E-09	Tannoy	DVS 4T	Monitor Loud Speaker for Auxiliary Area	06
3. PROCESSORS & ELECTRONICS				
E-10	Yamaha	MGP24X	Multi Channel Audio Mixer	01
E-11	Nexia	Nexia	Digital Signal Processor (Stereo)	01
E-12	Extron	SW2 HDMI	Distribution amplifier	01
E-13	Behringer	Di 1000 Ultra Di	Headsets/Monitor (Control Room)	01
E-14			Graphic Equalizer	
4. MICROPHONES – E-15				01 Set
A	Beyerdynamic	TGV 50ds	Dynamic Corded Microphones	
B	Beyerdynamic	Opus 600	Dynamic Cordless Microphones	02
C	Beyerdynamic	Opus 600 T-Set	Gooseneck 18" Condenser Microphone	06
D	Beyerdynamic	GM305S + ZSH20	Lapel Cordless Condenser Microphones	02
E	Beyerdynamic	Opus 600 T-Set + MCE 10.18	UHF Antenna Set and Wireless Splitter	01 set
5. Line Audio Devies E-16				
A	Sony		Multi Disk Changer	01
B	Panasonic		HDD Recorder	01
Sl.No.17			Equipment Rack	01
6. BASIC VIDEO REINFORCEMENT				
E-17	Christie	Roadster HD20K-J	DLP Multi Media Projector Min 18000-20000 Lumens	01
E-18	Extron	DTP Crosspoint 84ipcp SA + DTP UWP332d + DTP 330 TX + DTP 330 RX	Switches with Scalar DXP Series Digital Cross point Matrix Switcher	01
E-19	Da-Lite/Draper		Screen Fixed Type (Optical) Projection (285"-160")	01
Sl.No.21	Customize	XLR	Audio Patch Box	07
E-20	Extron	IPCP Pro 250	Integrated Control Processor	01
E-21	Apple	iPad Mini	8.4 inch Wireless Touch Panel With Programmed GUI Interface	01
E-22	Extron	MLC 226 IP	12 Button Wall Panel	01
E-23	HP		E Control Computer Based Master Control Unit	01
E-24			Video Streaming Conferencing Archiving System Streaming Media Processor	01 Set
A	Extron	SMP 351	Joystick	01
B	Lumens	VCG 50 + Samsung		03
C	Usync/Lumens	VSK-20		01
D	Lumens	CL 510		01
E	Lumens	PS 751	Visualier	01

Sl. No	Make	Model	Description	Qty for Lecture Hall 19
1. FRONT OF HOUSE				
E-01	Tannoy	QFlex 32 Active	FOH Loud Speakers	02
E-02	Tannoy	VNET SCI	System Controller	01
E-04	Tannoy	VNET 218DR Active	Bass Loud Speaker	01
2. STAGE MONITORS AND AMPLIFIER				
E-06	Tannoy	VX8M	Stage Monitor Speakers	04
E-07	Tannoy	VNET SCI	System Controller	01
E-08	Lab Gruppen	E 8:2	Stereo Power Amplifier	02
E-09	Tannoy	DVS 4T	Monitor Loud Speaker for Auxiliary Area	06
3. PROCESSORS & ELECTRONICS				
E-10	Yamaha	MGP24X	Multi Channel Audio Mixer	01
E-11	Nexia	Nexia	Digital Signal Processor (Stereo)	01
E-12	Extron	SW2 HDMI	Distribution amplifier	01
E-13	Behringer	Di 1000 Ultra Di	Headsets/Monitor (Control Room)	01
E-14			Graphic Equalizer	
4. MICROPHONES – E-15				01 Set
A	Beyerdynamic	TG 150ds	Dynamic Corded Microphones	
B	Beyerdynamic	Opus 669	Dynamic Cordless Microphones	02
C	Beyerdynamic	Opus 600 T-Set	Gooseneck 18" Condenser	
D	Beyerdynamic	GM305S + ZSH20	Microphone	06
E	Beyerdynamic	Opus 600 T-Set + MCE 10.18	Lapel Cordless Condenser	02
			Microphones	02
			UHF Antenna Set and Wireless Splitter	01 set
Sl. No	Make	Model	Description	Qty for Lecture Hall 18
5. Line Audio Devies E-16				01 Lot
A	Sony		Multi Disk Changer	01
B	Panasonic		HDD Recorder	01
Sl.No.17			Equipment Rack	01
6. BASIC VIDEO REINFORCEMENT				
E-17	Christie	Roadster HD20K-J	DLP Multi Media Projector Min 18000-20000 Lumens	01
E-18	Extron	DTP Crosspoint 84ipcp SA + DTP UWP332d + DTP 330 TX + DTP 330 RX	Switches with Scalar DXP Series Digital Cross point Matrix Switcher	01
E-19	Da-Lite/Draper		Screen Fixed Type (Optical) Projection (285"-160")	01
Sl.No.21			VGA/Video Patch Box	07
E-20	Extron	IPCP Pro 550	Integrated Control Processor	01
E-21	Apple	iPad Mini	8.4 inch Wireless Touch Panel With Programmed GUI Interface	01
E-22	Extron	MLC 226 IP	12 Button Wall Panel	01
E-23	HP		E Control Computer Based Master Control Unit	01
E-24				01 Set
A	Extron	SMP 351	Video Streaming Conferencing	01
B	Lumens	VCG 50 + Samsung	Archiving System	03
C	Usync	CL 510	Streaming Media Processor	01
D	Lumens	PS 751	Joystick	01
E	Lumens		Visualier	01

Installed at : Lecture Hall 20

Sl. No	Make	Model	Description	Qty for Lecture Hall 20
1. FRONT OF HOUSE				
E-01	Tannoy	QFlex 48	FOH Loud Speakers	02
E-02	Tannoy	VNET SCI	System Controller	01
E-04	Tannoy	VNET 218DR	Bass Loud Speaker	02
2. STAGE MONITORS AND AMPLIFIER				
E-06	Tannoy	VX8M	Stage Monitor Speakers	04
E-07	Tannoy	VNET SCI	System Controller	01
E-08	Lab Gruppen	E 8:2	Stereo Power Amplifier	02
E-09	Tannoy	DVS 4T	Monitor Loud Speaker for Auxiliary Area	06
3. PROCESSORS & ELECTRONICS				
E-10	Yamaha	MGP24X	Multi Channel Audio Mixer	01
E-11	Nexia	Nexia	Digital Signal Processor (Stereo)	01
E-12	Extron	SW2 HDMI	Distribution amplifier	01
SI.No.13	Behringer	Di 1000 Ultra Di	Headsets/Monitor (Control Room)	01
SI.No.14			Graphic Equalizer	
4. MICROPHONES – E-13				01 Set
A	Beyerdynamic	TGV 50ds	Dynamic Corded Microphones	02
B	Beyerdynamic	Opus 669	Dynamic Cordless Microphones	06
C	Beyerdynamic	GM305S + ZSH20	Gooseneck 18" Condenser Microphone	02
D	Beyerdynamic	Opus 600 T-Set	Lapel Cordless Condenser Microphones	02
E	Beyerdynamic	Opus 600 T-Set + MCE 10.18	UHF Antenna Set and Wireless Splitter	01 set
Sl. No	Make	Model	Description	Qty for Lecture Hall 18
5. Line Audio Devices S.No. 16				01 Lot
A	Sony		Multi Disk Changer	01
B	Panasonic		HDD Recorder	01
SI.No.17			Equipment Rack	01
6. BASIC VIDEO REINFORCEMENT				
E-14	Christie	Roadster HD20K-J	DLP Multi Media Projector Min 18000-20000 Lumens	01
E-15	Da-Lite/Draper		Screen Fixed Type (Optical) Projection (285"-160")	01
E-16	Extron	DTP Crosspoint 84ipcp SA + DTP UWP332d + DTP 330 TX + DTP 330 RX	Switches with Scalar DXP Series Digital Cross point Matrix Switcher	01
SI.No.21	Customize	XLR	Audio Patch Box	07
E-17	Extron	IPCP Pro 250	Integrated Control Processor	01
E-18	Apple	iPad Mini	8.4 inch Wireless Touch Panel With Programmed GUI Interface	01
E-19	Extron	MLC 226 IP	12 Button Wall Panel	01
E-20	HP		E Control Computer Based Master Control Unit	01
E-21			Video Streaming Conferencing Archiving System	01 Set
A	Extron	SMP 351		01
B	Lumens	VCG 50 + Samsung		03
C	Usync	Joystick		01
D	Lumens	CL 510		01
E	Lumens	PS 751		01

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)

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)

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)

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: -

4. Country of Origin of Goods being offered: _____

5. 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)**

Bid Security Declaration
(To be given on Company Letter Head)

Date: _____

To,
The Assistant Registrar
Central Stores
IIT Kanpur-208016

Sub: Certificate for bid security declaration

Tender Reference No : _____
Tender ID : _____

Name of Tender / Work: -

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity I may be suspended for a period of 3 years ."

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