



॥ सा विद्या या विमुक्तये ॥

ಭಾರತೀಯ ತಂತ್ರಜ್ಞಾನ ಸಂಸ್ಥೆ ಧಾರವಾಡ

भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011
TEL NO: +91 836 2212 839

**TENDER FOR CONCLUDING ANNUAL MAINTENANCE
CONTRACT (AMC) OF IT ASSETS AT IIT DHARWAD**

Tender no.: IITDH/C&S/2019-20/15/AMC IT

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	19 Jun 2019
2	Site visit at IIT Dharwad	During office hours between 0930 – 1700 hrs up to 26 Jun 19
3	Last Date and Time for Submission of Tender	27 Jun 2019 at 1100 hrs (No late bid will be accepted)
4	Opening of Techno-commercial Bid	27 Jun 2019 at 1130 hrs
5	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
6	Venue for opening of Bids	Same as above
7	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
8	EMD	Rs. 20,000.00 (Rupees Twenty Thousand only) EMD may be exempted on submission of valid NSIC / MSME certificate

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Dharwad invites Limited Tender Enquiry (LTE) under single bid system for **concluding Annual Maintenance Contract (AMC) of IT assets at IIT Dharwad** Techno- commercial Bids along-with Earnest Money Deposit (in form of DD/ Bankers cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) & supporting documents in hard copy shall be received as per **Notice Inviting Tender (NIT) in sealed envelopes**.
2. All the pages of this tender document (**including commercial bid format**) along with necessary supporting documents as applicable will form the techno-commercial bid. These pages should be duly filled and should be sealed in the envelope super scribing '**Techno-commercial Bid for concluding Annual Maintenance Contract (AMC) of IT assets at IIT Dharwad**'. Each page of the bid document shall be signed by the bidder.
3. The techno-commercial bids shall be opened as per schedule placed at NIT. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
4. The tender **for concluding Annual Maintenance Contract (AMC) of IT assets at IIT Dharwad** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing satisfactory services of the firm to IIT Dharwad. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of contract.
5. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or all time on **arcs@iitdh.ac.in**. Interested bidders are invited for **site visit** during all working hours between 0930 hrs to 1700 hrs.
6. The detail of information to be provided along-with bid, list of IT assets, penalties, and other instructions are appended at **Appendix A - E** to this document.
7. **Performance Guarantee**. The detail of performance guarantee is given at **Serial 3 (g)** of 'Special Terms and Conditions' given at **page 9** under 'Contract Implementation'. Format of Performance Bank Guarantee is given at **Appendix 'E'**.

SCOPE OF WORK

Detail of **scope of Annual Maintenance Contract (AMC) of IT assets at IIT Dharwad** is as mentioned below: -

1. **Schedule of Requirement.** This document shall make a provision for an Annual Maintenance Contract (AMC) for upkeep of IT assets of IIT Dharwad (Karnataka). The list of IT asset is given at **Appendix 'A'**. IIT Dharwad reserves the right to further enhance quantities of the IT item(s) of the asset list as and when required to be serviced under the same AMC with same rates and terms and conditions as agreed upon through this contract.
2. **Scope of AMC Contract.** The Contract is comprehensive and shall include: -
 - (a) Maintenance & Service of all the IT assets of IIT Dharwad (List placed at **Appendix 'A'**) on comprehensive basis including replacement of all spare parts, etc. Contractor will inter-alia provide routine maintenance services on regular (at least once in every 3 months) and as on required basis.
 - (b) The successful bidder has to depute one service engineer onsite to resolve the hardware problems, between 9:00 AM to 5:30 PM from Monday to Saturday. The engineer will also be liable to work on all holidays and Sundays (if services are required) and no additional amount will be paid. IIT Dharwad will not arrange for any transport or accommodation in any condition.
 - (c) The service engineer will be attending the complaint and should continue to work in office till the problem is solved. No hit and trial method will be allowed while attending the server complaints. All servers will have to work in 24X7 hrs mode. Violation will attract penalty as per **Appendix 'C'**
 - (d) Replacement of all types of spares and quasi permanent items. The spares provided by the contractor shall be **genuine product** only, it will be responsibility of the contractor to keep the equipment operational **at all times**.
 - (e) The successful bidder shall not change service engineer frequently. If it is found that the engineer is being changed more than 3 times during the contract period, then an amount of **Rs.5000/- per change will be deducted from the AMC bill amount thereafter**.
 - (f) Service engineer must have experience of at least three years of working in related field (i.e. server level maintenance and repair/maintenance of IT items and equipment), after completing 3-year technical diploma / degree course in related field. In addition, the engineer should be able to fluently speak any two languages out of Kannada, Hindi and English. IIT Dharwad will interview the person deputed as Service Engineer to assess the capabilities. Deputation of only capable candidate will be allowed.
 - (g) The Contractor shall physically inspect the IT assets covered under this contract and report to this effect shall be submitted to the IIT. It will be responsibility of the Customer to make good the defects, if any, notified by the Contractor prior to commencement of the contract.
 - (h) No part covered under this contract is to be declared unserviceable by the contractor during the period of the contract. In such a case, the Contractor shall provide a **standby part of same/higher configuration** till the expiry of contract **within 24 hours** from the time of lodge of complaint.
 - (i) In case, any part / IT asset, installed at IIT Dharwad is to be taken out for repairs to the contractor's workshop a standby of same/higher configuration shall be provided by the contractor so that the institute is kept operational.

- (j) The details like the date & time of occurrence of fault, date & time when fault was acknowledged by the Service Engineer and the date & time when the fault was rectified to the satisfaction of the user, shall be updated by the Service Engineer on the Call Report basis signed by the user of equipment & shall form the basis of calculation of downtime or uptime of the equipment.
- (k) The Contractor shall intimate the status of complaints pending/rectified. The contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status.
- (l) In case it is not possible to repair any equipment or it's part at site, it can be sent to Contractors Workshop after due authorisation. It will be sole responsibility of contractor to take the defective parts to the workshop & bring them back to the same site after repairs. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the Contractor.
- (m) IIT Dharwad shall not be responsible for any use of unlicensed/pirated software, if any, used by the service provider. The responsibility shall rest with the service provider for using unlicensed/pirated software.
- (n) Processors, Hard Disks, RAMs, Logic/Network Cards, SMPS, Mother Boards should not be repaired and shall be replaced with OEM branded parts/products only.
- (o) IIT Dharwad may terminate the contract at any time without assigning any reason thereof, if the work of the Service Provider is found to be unsatisfactory and IIT Dharwad will be at liberty to entrust the same to any other firm/Service Provider at the risk and expense of the defaulting Service Provider. In this connection, the decision of IIT Dharwad shall be final and binding upon the Service Provider.
- (p) The AMC shall cover each and every part including plastic body and parts, replacement of any part necessary for keeping the items active and free from any defects/disturbance; any unscheduled call for corrective and/or preventive maintenance services; taking appropriate measures/steps in time to set right the malfunctioning of the item.
- (q) IIT Dharwad is a total tobacco and alcohol free campus, therefore none of the staff deployed at the campus should be possessing or consuming alcoholic and tobacco products. Violation will attract penalty and strict disciplinary action.
3. **Duration of Contract.** The AMC will be concluded for a **period of one year** from the date of signing of contract, Buyer shall also have the option to extend the AMC upto a further period not exceeding two years on year to year basis, subject to satisfactory performance by the contractor; at the same rates, terms and conditions.
4. **Uptime.** The Contractor shall provide uptime of 99 % in case of Servers and Network Switches. Similarly, 95% in the case of All-In-One Printers. The uptime will be calculated every quarter based on the use of equipment (24X7X365). Penalties will be imposed in case of non-conformance to uptime, Payment towards any default will be adjusted against the contractor's monthly bill and/or performance bank guarantee/security deposit.
5. **Penalty Clause.** In case of complaint is received from users, violation of contractual obligations and penal provisions given in this document, penalty will be Imposed as per **Appendix 'C'** to this document.
6. **Minimum eligibility Criteria** IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
(b)	The bidder should be in business of providing AMC of IT equipment for not less than five years before 31/05/2019. Bids of firms which are not in existence in providing AMC of IT equipment for 5 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(c)	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2017-18, 2016-17 & 2015-16)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(d)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
(e)	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
(f)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department	Self-Declaration in the format in Annexure-‘C’
(g)	Bidder should have provided AMC of IT equipment to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute with hostel inmate capacity	Certified Work/ Supply Orders /Agreements for award of AMC in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute.

Note: - Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

7. Evaluation Criteria: -

- (a) Bids will be opened and evaluated firstly based on the documentary validation and evaluation criteria including minimum eligibility criteria stipulated in the tender document. bids of technically ineligible bidders will be rejected. Price bid of only technically qualified bidders will be considered.
- (b) As per the price bid format, **bidders quoting the least price (grand total) will be awarded the contract for Annual Maintenance Contract (AMC) at IIT Dharwad.**
- (c) There should be no ambiguity in quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Annexure ‘B’** shall be considered non-responsive and is liable to be rejected.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the Contractor (employer) will be as under:

- (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
- (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
- (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The Contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the Contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
- (d) The minimum liability of payment on the part of the Contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
- (e) TDS @ 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the Contractor

3. **Contract Implementation.**

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
- (d) Contractor shall not change any employee without consent of the authorised rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).

- (f) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (g) The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of DD / Performance Bank Guarantee (PBG) in favour of **Registrar, IIT Dharwad** of Rs. (**approx. 10% of the contracted value of service**) at the time of award of work from a scheduled/ nationalized bank payable at Hubballi / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes. The format of PBG is given at **Appendix 'E'** to this document.

4. **Safety & Insurance.**

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Dharwad. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. **Security**

- (a) The Contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the Contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the Contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be.
- (c) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (d) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation

and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

6. **Statutory Obligations**

(a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:

- (i) Contract Labour (Regulation and Abolition) Act 1970
- (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
- (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
- (iv) Minimum Wages Act 1948
- (v) Minimum Wages (Central) Rules 1950
- (vi) Employees' Compensation Act 1923
- (vii) The E.P.F. and Miscellaneous Provisions Act 1952
- (viii) Employees State Insurance Act 1948
- (ix) The Child Labour (Prohibition and Regulation) Act 1986

(b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.

(i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.

(ii) If a bidding firm/ Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

7. **General**

(a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

(b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.

(c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.

- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

8. **Indemnity Clause.**

The Contractor has to execute an indemnity bond stating " **The Contractor indemnifies IIT Dharwad of any issues arising on account of operation of AMC that may cause any adverse claim against IIT Dharwad.**".

Appendix 'A'

<u>Detail of Items / Asset list (Servers, Network Switches and All-In-One Printers)</u>					
<u>Sl. No.</u>	<u>Make & Model</u>	<u>Quantity</u>	<u>OEM Serial Number</u>		
1	HP ProLiant DL380 Gen9 Server	2	CN762409XV	CN762409XW	
2	HP DL 60 Gen 9 Server	1	SGH703VKRX		
3	Canon ImageRunner Advance C3325i	1	QUR29599		
4	Canon ImageRunner Advance 4245i	1	RKZ01618		
5	Canon ImageRunner Advance 4525i	1	YAD00716		
6	Summit X460-G2-24x 10GE4-BASE UNIT	1	1546N-40471 (40470)		
7	Summit X440-24p 24 10/100/1000BASE	3	1546N41259	1546N41317	1546N41314
8	Summit X440-48p 48 10/100/1000BASE	3	1551N40952	1551N40954	1551N40961
9	Summit X440-24t 24 10/100/1000BASE-T	2	1625N43241	1625N43200	
Quantities are likely to vary.					

PRICE BID

<u>Sl. No.</u>	<u>Item Type</u>	<u>Make & Model</u>	<u>Quantity</u>	<u>Rate/item per Annum (without GST)</u>	<u>Total Charges (DxE)</u>	<u>Remarks/ Verifications</u>
A	B	C	D	E	F	G
1	Server	HP ProLiant DL380 Gen9 Server	2			
2	Server	HP DL60 Gen 9 Server	1			
3	Canon All in one Printer	Canon ImageRunner Advance C3325i	1			
4	Canon All in one Printer	Canon ImageRunner Advance 4245i	1			
5	Canon All in one Printer	Canon ImageRunner Advance 4525i	1			
6	Network Switch	Extreme Summit X460-G2-24x 10GE4-BASE UNIT	1			
7	Network Switch	Extreme Summit X440-24p 24 10/100/1000BASE	3			
8	Network Switch	Extreme Summit X440-48p 48 10/100/1000BASE	3			
9	Network Switch	Extreme Summit X440-24t 24 10/100/1000BASE-T	2			
10	Man Power	Service Engineer at site (with qualifications as per the tender document)	1			
<u>GRAND TOTAL</u>						

+AMC figure will be equal to (+ Quantity in column D x Rate per annum in column E) x number of days /365.

Notes:-

(a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The lowest bidder will be given the contract.

(b) The rate should be exclusive of GST. GST shall be applicable extra as prevalent rate. The quoted rate should be inclusive of all other charges towards successful operation of AMC as per terms and conditions of this tender document.

(c) The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Zone "B" prescribed by Central Ministry of Labour and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.

Signature of the Contractor with seal

Penalties / Fine
(In case of violation/s, the penalty will be deducted out of bill / security deposit of Contractor)

<u>Violation</u>	<u>Penalty</u>
Violation of any contractual obligation as per this tender document (per violation)	Rs.5,000/-
Failure of the service engineer to attend any request (per request)	Rs.1,000/-
Down-time penalty charges if not rectified within 24 hours (per asset)	Rs.1,000/-
If the quality of service is not found to be appropriate. (per instance)	Rs.1,000/-
Use of spurious spares/ consumables/ parts (per instance)	Rs.1,000/-
Damage to IT asset / Institute infrastructure (per instance)	Rs.1,000/-
Possession or consumption of Alcoholic / Tobacco items as mentioned in RFP	Rs.1,000/-
Deputing unskilled or underqualified service engineer	Rs. 1,000/-

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for concluding Annual Maintenance Contract (AMC) at IIT Dharwad

In response to the Tender Document for concluding Annual Maintenance Contract (AMC) at IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on **Non-judicial stamp paper** of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No _____ Dt. _____ for ‘**providing AMC for IT assets at IIT Dharwad**’ AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology, Dharwad**” in the form of Bank Guarantee for Rs _____ **Only**(10% (ten percent) of the contract value) and valid till **one year or upto warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs _____ **(Amount of PBG)**

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs _____.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date: