



REQUEST FOR PROPOSAL

Expression of Interest (EOI) and Request for Proposal (RFP) for Supply, Installation, Testing, Commissioning and Maintenance of Audio/Video Display Systems and Equipment for Technopark@iitk Phase I building.

Technopark@iitk
Section 8 not-for-profit Company



18 September 2025
Technopark@iitk, IIT Kanpur Campus

REQUEST FOR PROPOSAL (RFP)

IIT Kanpur Research and Technology Park Foundation

Notice Inviting Request for Proposal

Date: 18 September 2025

The Chief Operating Officer, on behalf of the Board of Directors, IIT Kanpur Research and Technology Park Foundation (Technopark@iitk) invites proposals from the eligible and experienced bidders/vendors for the below mentioned work.

S. No.	Name of Work	Tender Fees (Rs) (Non-Refundable)	Earnest Money Deposit (Rs)	Estimated Cost of Work (Rs)
1.	Request for Proposal for “ Supply, Installation, Testing, Commissioning, and Maintenance of Audio/Video Display Systems and Equipment for Technopark@iitk Phase I building at IIT Kanpur Campus. ”	1000.00 + 18% GST	1,00,000/-	70,00,000.00 (Inclusive GST)

1. The Bidders are requested to submit the ‘Tender Fees’ in the office of the “Technopark@iitk, Opposite NCC, IIT Kanpur” in the form of a Demand Draft (DD)/ Bankers Cheque in favour of “IIT Kanpur Research and Technology Park Foundation” payable at Kanpur.
2. The Bidders are requested to submit the ‘Earnest Money’ in the form of FDR in the name of “IIT Kanpur Research and Technology Park Foundation” of any recognised bank.
3. The last date for submission of proposal as explained in the RFP document is **26th September 2025** in the office of “Chief Operating Officer, Room No. TP-106, First Floor, Technopark@iitk, Opposite NCC, IIT Kanpur Campus” up to 5:00 PM.
4. The receipt of tender fees and EMD should be submitted in the separate envelope along with the submission of RFP.

Chief Operating Officer
Technopark@iitk
Opposite NCC
IIT Kanpur

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TARGET SCHEDULE OF EVENTS

Issue of RFP document	18.09.2025
Deadline for receipt of questions	20.09.2025
Pre-Bid meeting and Site Visit	20.09.2025
RFP Questions responses	21.09.2025
Receipt of RFP Proposals	26.09.2025 up to 5.00 PM
Technical Presentation by qualified bidders	On 26.09.2025, Time shall be informed Venue: Conference Room, First Floor, Technopark@iitk, Opposite NCC, IIT Kanpur.
Indented date for Award of work	30.09.2025 (Tentative)
Single Point of Contact (SPOC)	Ms. Reema Mittal, COO, Technopark@iitk Email: coo@technoparkiiitk.com Mobile: +91-8009210904.
Address for Communication and Submission of Bid	Chief Operating Officer Room TP-106, First Floor Technopark@iitk Opposite NCC Indian Institute of Technology Kanpur GT Road, Kalyanpur, Kanpur-208016 Uttar Pradesh, India

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DISCLAIMER

This RFP is neither an agreement nor an offer and is only an invitation by Technopark@iitk to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their RFPs. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Technopark@iitk makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Technopark@iitk may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1. BACKGROUND

IIT Kanpur Research and Technology Park Foundation (brand name, Technopark@iitk) is a not-for-profit Section 8 company registered under the Companies Act 2013. The company has been operating since March 2019 under the aegis of IIT Kanpur. With the primary vision of accelerating and deepening the industry-academia collaborations to strengthen the R&D ecosystem in the country, Technopark@iitk invites industry across domains to co-locate their R&D offices within its premises and work closely with the IITK research community.

As the building is fully operational, Technopark@iitk plans to equip its Auditorium and Ground Floor Training Room with Video/Audio systems.

2. BROAD SCOPE OF WORK

- a) The bidder/vendor shall be responsible for the Supply, Installation, Testing, Commissioning, and Maintenance of the Audio-Video Solutions as specified in the Technical Specifications document for a period of 3 years.
- b) The bidder shall handle all matters relating to the configuration and operation of the system including spare/additional cables/connectors/accessories required for smooth functioning of AV setup but not limited to application, system interfaces, documentation, user manual documentation and training for the successful implementation of the system without any additional cost to the company.
- c) The cost of any additional hardware and software, if required, should be mentioned in the bill of material. Any additional requirement regarding hardware and software, after awarding the contract will not be entertained by Technopark@iitk. The Bidder shall be responsible for the same. All claims for functional / technical delivery made by the Bidders in their responses to the RFP shall be assumed as deliverable, within the quoted financials.
- d) The solution implemented should have high availability features to ensure that systems will be available at any time of the day. The bidder should ensure that the proposed components and architecture are designed for optimum performance and user experience. Under no circumstances, the performance of the system should deteriorate or affect performance and the user due to unavailability of resources.

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- e) All the hardware and software should be IPv4 and IPv6 compliant. The software/hardware supplied should be the latest version of the OEM and should be updated/upgraded as per latest security features. Beta versions of any software shall not be accepted. The bidder shall provide all kind of upgrades/updates/patches/bug fixes without any additional cost to Technopark@iitk.
- f) The bidder shall ensure that proposed solutions should have inbuilt necessary security checks and validation processes as per industry practices for ensuring smooth access to the systems. The bidder should also ensure all security checks, validations and measures during relocating of equipment which will be an integral part of the services. The bidder should have back-to-back arrangement with OEM for entire contract duration for Warranty and Maintenance Support. A copy of the same should be submitted to Technopark@iitk for obtaining direct support from OEM if required.
- g) Technopark@iitk will not allow to open any non-standard/vulnerable ports on the firewall for implementation of the solution.
- h) Technical and functional training of the system to be provided to Technopark@iitk designated administrator without any additional cost. The bidder should ensure that training is imparted in a professional manner through qualified personnel's and Course materials would have to be provided for the same.
- i) The bidder should impart training to the identified officials of Technopark@iitk on the following areas:
 - a. Deployed Solution Architecture and flow.
 - b. Configuring solution (HW/SW).
 - c. Any other IT level feature which deemed necessary to use the proposed solution.
 - d. Basic user level troubleshooting v. User Manuals and guides.
- j) The Bidder shall carry out preventive maintenance at least once in quarter in consultation with Technopark@iitk team during the warranty period as well as in the subsequent Support period. The Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration or higher), so that the work of Technopark@iitk is not affected. All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned.
- k) The bidder should ensure supply of complete solution along with all accessories and components, its maintenance, management and provide on-site Support for the entire contract period. There should be 24*7*366 days direct access to OEM TAC for raising support tickets.
- l) The bidder should provide the detailed technical architecture comprising of hardware (including configuration) with operating systems and other application software in their technical bid.
- m) The bidder should ensure that the OEM support service for all equipment in the proposed solution is available for the entire contract period. In case of any support/ software/equipment issue, bidder should not only inform Technopark@iitk before hand over but also shall provide the replacement solution/equipment of same/advanced model at no cost to the company.
- n) The warranty of the equipment will start from the date of its installation and acceptance of the same by Technopark@iitk only. Technopark@iitk shall procure facility management services as and when required as per requirements.
- o) The bidder must provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to the bank detailing all the changes in the solution and/or hardware. If required, bidder should provide the training to the

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bank Officials of all the changes made in the solution at no additional cost during the contract period.

- p) Only licensed copies of software should be supplied and ported on the system. All the software supplied should be of latest version and later up gradation should be done to the latest version. There should not be any additional cost to Technopark@iitk for installation and up gradation of software in any component of the solution.
- q) The bidder should own the responsibility of maintaining the entire system uptime as per the defined SLA.
- r) Installation of the components of the solution should be neat and clean and cabling should be done in managed and structured manner.
- s) The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.
- t) The successful bidder should conduct proper security and background checks of the FMS resources before deploying on the site.
- u) Single point of contact: The selected bidder shall appoint a single point of contact, with whom Technopark@iitk will deal, for any activity pertaining to the requirements of this RFP.

3. PROJECT TIMELINES

The time-period of contract for supplying, installing, testing and commissioning shall be twenty days (20) from the date of issue of the 'Letter of Intent'.

4. ELIGIBILITY CRITERIA

1. The Bidder should be a registered company in India as per Companies Act 1956 / 2013 and must be in existence for the last 5 years on the date of issue of the RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association must be submitted along with the technical bid.
2. The Bidder's average financial turnover for the last 3 financial years should be a minimum of Rs 1 Cr and in the case of OEMs, it should be Rs 2 Cr.
3. In case of MSEs only, the turnover and experience may be relaxed subject to meeting the quality and technical specifications.
4. The Bidder should be an authorized partner for the last 3 years, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with Technopark and should not be di-listed by OEM "ever" for the proposed solution.

The Bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this BID, from respective OEMs stating that bidder is authorized partner and is authorized to participate in this BID. The bidder must submit a letter from the OEM confirming the "Back-to-Back" agreement / arrangement for next 3 years to Technopark@iitk, if the contract is awarded to the bidder.

5. The Bidder should have successfully completed similar work contracts with minimum one of contract value Rs 30 lakh or above during the last three financial years.

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6. The Bidder must have executed at least one work in an academic institution/govt./PSU organization.
7. The Bidder must have at least one functional office in India in operations for the preceding at least five (5) years from the date of the submission of the EOI offer.
8. The Bidder should not be under liquidation, court receivership or similar proceedings. The bidder is ineligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and/or State Government / autonomous institutions / university / public sector organization in India. A self-declaration letter by the bidder, on the Company's letterhead should be submitted along with the technical bid.
9. The Bidder should have, during the preceding five years from the date of the submission of the EOI offer, failed to perform on any agreement nor been expelled from any project or agreement nor had any agreement terminated for breach by the Bidder.

5. SCHEDULE FOR SUBMITTING PROPOSALS

1. The Bidders shall submit their respective Technical and Financial Proposals in the form and manner as specified in the RFP, along with the Cover Letter (**Annexure A**). The Technical and Financial proposals shall be placed in two separate sealed envelopes and clearly marked 'Technical Proposal' and 'Financial Proposal', respectively. These two envelopes shall thereafter be placed in one sealed envelope clearly marked as **"Expression of Interest (EOI) and Request for Proposal (RFP) for Supply, Installation, Testing, Commissioning and Maintenance of Audio/Video Display Systems and Equipment for Technopark@iitk Phase I building"** with the name of the Bidder and the contact details written thereon.
2. The duly completed proposals with all relevant documents must be submitted by **26th September 2025** not later than 5:00PM at the following address (registered/speed post):

Chief Operating Officer
Room TP-106, First Floor
Technopark@iitk
Opposite NCC
Indian Institute of Technology Kanpur
GT Road, Kalyanpur, Kanpur-208016
Uttar Pradesh, India
Tel. 8009210904

3. Technopark@iitk takes no responsibility for delay, loss, or non-receipt of the proposals sent by post/courier. Technopark@iitk takes no responsibility for any expense incurred by the Bidder in connection with the preparation and submission of the EOI to the company.
4. Incorrect, incomplete, inadequate information may lead to rejection of the application.
5. The Bidders shall submit copies (self-attested) of certificates, work orders, appointment letters, agreements, references, etc. as proof of eligibility.

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6. Technopark@iitk will not provide any explanation to the Bidders related to the selection process. The decision of the company in this respect shall be final and binding on all bidders.
7. The Defect Liability Period (Maintenance Period) shall be 12 calendar months starting from the date of handing over. The Bidder shall promptly repair or rectify all Defects and deficiencies observed by the Company Authorised Person during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Company Authorised Person, in this behalf, or within such reasonable period as may be determined by the Company Authorised Person at the request of the Bidder.
8. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

6. CONTENTS TO BE SUBMITTED

The **Technical proposal** should demonstrate that the Bidder has developed an understanding of the COMPANY's work ethos and requirements with reference to the scope of work mentioned in Clause 2. This phase assesses the vendor's technical expertise, proposed solutions, and alignment with the project's scope and requirements. Key considerations include the vendor's experience, proposed technology, and ability to meet technical specifications.

The **Technical proposal** should include:

1. Brief introduction of the lead firm. (CIN, PAN, GST).
2. Turnover of the Bidder firm. (*Audited Financial Statements of last three years*)
3. Case wise MAF certificate from the OEM.
4. Case wise OEM authorization certificate.
5. MII declaration along with country of origin from OEM.
6. List of similar projects undertaken with their completion certificate.
7. Work plan for the entire scope of work.
8. List of proposed make/brands for various material required for the entire scope of work. At least three brands of every item should be provided. The CLIENT has the right to select any one of them. The proposed items must match the technical specifications document. Technical specifications must be complied as uploaded in the Technical Specifications Document.
9. The seller should upload following certificate in the bid:
 - a. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
 - i. Inhibit the desires and designed function of the equipment.
 - ii. Cause physical damage to the user or equipment during the exploitation.
 - iii. Tap information resident or transient in the equipment/network.
 - b. The firm will be considered in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual

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Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

The **Financial proposal** should be submitted on the Bidder's letterhead for various subheads as given in **Annexure B**, and should be complete, unconditional, and free from any computational errors. The price quoted shall be quoted lumpsum in each subhead and in Indian rupees only.

The financial bid form is indicative. Bid amount should be inclusive of all taxes and other charges (if any applicable). The work shall be rewarded on the total cost. Any increase/ decrease in the quoted quantities during execution of work shall be considered on unit price for that item. Any additional item executed with the approval of the Client shall be paid at the market rate.

7. EVALUATION OF PROPOSALS

The submitted proposals shall be evaluated by an independent **Tender Evaluation Committee [TEC]** appointed by the Board of Technopark@iitk. The committee will follow a two-tier evaluation system, with separate evaluation of technical capability and financial bid. The committee will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order. TEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents.

A Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/blacklisted.

Only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the technical bid conducted by the Tender Evaluation Committee shall be opened in the second round. The commercial quote of the Lowest Bidder shall be selected. TEC shall reserve the right to negotiate with the Bidder based on the evaluation of the proposals. However, TEC may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound.

8. AWARD OF CONTRACT

1. The Company will inform the Bidder through a 'Letter of Acceptance of offer' by email/letter about its selection.
2. The Bidder shall, thereafter, sign the contract agreement (**Annexure C**) within 3 days of the issue of such a letter.
3. The technical proposal submitted by the successful Bidder shall not be deemed to be the final proposal. The Buyer may change the number of the items as per the specifications within the scope of the contract.
4. The successful Bidder shall at his own expense may deposit with the Company, within 10 (ten) days after the receipt of notification of award of the Contract (Letter of Intent) from the Company, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to the Company, payable on demand, for the due performance and fulfilment of the Agreement by the Bidder.

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5. The Performance Guarantee may be submitted as Demand Draft / Banker's Cheque from a Scheduled Bank. This **Performance Guarantee shall be for an amount equivalent to 5% of Agreement value**. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for two months post completion of the warranty period. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 2 months of completion of warranty, the Performance Bank Guarantee may be discharged/ returned by the Company upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on the Performance Guarantee.

9. OTHER CONDITIONS

1. The company reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all the bidders.
2. The company reserves the right to amend, alter, modify, add and/or delete in part or full any requirements or terms and conditions contained in the RFP document at any other time during the selection process, which shall be binding on all the bidders.
3. All dates, place and time are subject to change and the latest information and clarifications, if any, shall be communicated to the bidders through emails.
4. The Company reserves the right to increase or decrease the ordered quantity up to 25 percent of the bid quantity at the time of placement of contract or during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
5. The Company reserves the right to debar the bidder/terminate the agreement with the final bidder selected for award of work, at any period, should any of the document/certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the bidder does not provide the requisite information as required by the company within the stipulated period.
6. The facilities such as Conveyance, office space, machines, secretarial assistance, utilities, local services, etc. will have to be arranged by the firm at its own cost for proper completion of work.
7. The Bidder must ensure to dispose of the debris generated during work safely and properly, with assistance from the authorized company official.
8. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. The GST reimbursement will be as per actual rates or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
9. Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned to the OEM/supplier against warranty replacement.
10. In case of Imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
11. Tender may cancel at any stage without any justification before the generation of contract.
12. All the consignments must be securely packed and booked duly insured, freight paid and addressed to the Chief Operating Officer, Technopark@iitk, Opposite NCC, IIT Kanpur, Kanpur-208016.

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10. PAYMENT TERMS

1. All prices as quoted and agreed under the Contract, whether lumpsum or percentage, shall remain fixed for the defined scope of work in the accepted technical bid excluding GST.
2. The quoted prices shall be inclusive of all expenses relating to the performance of the contract for the entire period of the contract.
3. Deductions because of Income tax and the statutory provisions shall be made by the Company, upon payment of work done or any other payments whatsoever to the contractor, as per prevalent rules/provisions.
4. All payments made by the Company towards the contract for any purpose whatsoever shall be in the Indian rupees only.
5. All payments will be released on the submission of the RA (running account) bills with all supporting documents of work done at the site on a percentage basis.
6. The Company will take seven days to verify the bill from site and issue an approved copy of the bill after any variation/ deduction withheld amount etc. to the Contractor not later than 15 days of the submission of the bill.

11. SCHEDULE OF PAYMENT

1. **On Delivery:** Fifty percent (50%) of the total amount of delivered AV setup with all accessories subject to all supporting documents of evidence of delivery (Proof of delivery) and duly accepted invoice after deducting applicable Liquidated damages if any.
2. **On Installation/commissioning and Acceptance:** Forty-five percent (45%) of the amount of commissioned setup on installation and commissioning of the total Solution, and Buyer's acceptance of the same. The Video Conferencing & Audio Video setup (in full) which is delayed for installation due to reasons attributed to the Buyer, Buyer may consider the payment of installation of these delivered Video Conferencing & Audio Video setup (in full) on case basis after submission of evidence by the bidder. As stated herein above, for reasons of delays in installation and not attributable to the Buyer the liquidated damages shall be levied as per clause 4.18 mentioned in the RFP.
3. **Balance Payment:** Balance 5% of total amount of ordered and commissioned AV setup will be paid after the expiry of warranty.

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ANNEXURE A

COVER LETTER FORMAT (On Company's letterhead)

From:

Dated:

.....

.....

To:

COO

Technopark@iitk

Opposite NCC

Indian Institute of Technology Kanpur

G. T. Road, Kalyanpur, Kanpur-208016

Uttar Pradesh, India

Subject: Expression of Interest (EOI) and Request for Proposal (RFP) for Supply, Installation, Testing, Commissioning and Maintenance of Audio/Video Display Systems and Equipment in Technopark@iitk Phase I building

Dear Madam,

We have examined the details given in the RFP Document provided by Technopark@iitk for the aforementioned subject work. We have incorporated all the requirements of the RFP document in our offer. We also agree that Technopark@iitk, or their authorized representatives can approach individuals, employers, and organisations, to verify our competence and general reputation.

We agree to abide by the terms and conditions of the selection process.

Thank you.

Yours faithfully,

Signature of Bidder:

Name of Signatory:

Designation:

Name and Address of Bidder Firm:

Contact Number:

Email:

Seal of the Organisation

[Enclosure: Copy of Board Resolution/Authority Letter authorizing the representatives to sign on behalf of the firm.]

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ANNEXURE B

FINANCIAL PROPOSAL FORMAT TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER

To

The COO
Technopark@iitk
Opposite NCC
IIT Kanpur
GT Road, Kalyanpur, Kanpur-208016
Uttar Pradesh, India

Subject: Financial Proposal for “**Expression of Interest (EOI) and Request for Proposal (RFP) for Supply, Installation, Testing, Commissioning and Maintenance of Audio/Video Display Systems and Equipment in Technopark@iitk Phase I building**”

Dear Madam,

We have examined and understood the details given in the Request for Proposal (RFP) document and the Draft Agreement given with the RFP including the subsequent corrigendum / addenda / communication issued by the company and agree with all terms and conditions given therein.

Our BOQ for the Audio/Video solutions as per the technical specifications (Technical Specs Doc) is as follows:

S. No.	Item Title	Item Description	Item Quantity (approx..)	Unit of Measure	Warranty Period (Yrs)
1	Active LED Panel 1.56PP or better	Auditorium	1	Numbers	3
2	E podium With Signage	Auditorium	1	Numbers	3
3	Wall Mounted Speaker	Auditorium	4	Numbers	2
4	Wireless Micro Phones Cordless Mics	Auditorium	3	Numbers	2
	Collar Mics		2	Numbers	2
5	Amplifier/Sound Mixture	Auditorium	1	Numbers	
7	86 inches Interactive Panel	Training Room 1	1	Numbers	3

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The GST and all other taxes, duties, levies, transportation, insurance, etc., should be included in the total quoted amount.

The undersigned is fully authorised by M/s _____ (Name of the Organisation) to submit this Financial Proposal.

Thank you.

Yours sincerely,

**Signature of lead Contractor / Authorized Representative of the Organization
Seal of the Organisation,**

Date:

Place:

Our GST No. is _____

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ANNEXURE C **SERVICE LEVEL AGREEMENT**

This **SERVICE LEVEL AGREEMENT** (hereinafter called the “Contract”) is made on _____ **September 2025** at Kanpur Nagar, Uttar Pradesh.

BY and Between

IIT Kanpur Research and Technology Park Foundation, a company registered under Section 8 of the Companies Act, 2013 having Corporate Identity Number **(CIN) U73100UP2019NPL113370** and promoted by the Indian Institute of Technology, Kanpur (**IITK**), a research and educational institution of national importance, established under the Institutes of Technology Act, 1961, enacted by the Parliament of Republic of India, hereinafter also referred as IIT Kanpur, having its registered office at **Indian Institute of Technology Kanpur, Kalyanpur, Kanpur 208016, Uttar Pradesh** (hereinafter referred to as the ‘**COMPANY**’ / “**Technopark@iitk**” which expression shall, unless repugnant to the context or meaning thereof, mean and include their legal heirs, successors, executors, administrators and assigns) and acting through its authorized representative, **Prof. Amarendra Kumar Singh, Director** of the FIRST PART;

AND

_____, a company incorporated under the provisions of the Companies Act, _____ having Corporate Identity Number **(CIN)** _____ and having its registered office at _____ (hereinafter referred to as the ‘**Contractor**’ which expression shall be deemed to mean and include its successors and permitted assigns) and acting through its authorized representative **Name, Designation** of the SECOND PART.

The above-mentioned Licensor and the Licensee have hereinafter individually referred to as a ‘**Party**’ and collectively as “**Parties**”.

WHEREAS

1. The Company has requested the Contractor to provide the services as per the scope of work mentioned in the RFP (hereinafter called the “**Services**”).
2. The Contractor having represented to the Company that they have the required professional skills, personnel, and technical resources have agreed to provide the Services as aforesaid on the terms and conditions set forth in this Contract.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The mutual rights and obligations of the Company and the Contractor shall be as set forth in the Contract; in particular:

1. The Contractor shall carry out the Services in accordance with the provisions of the Contract; and

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2. The Company shall make payments to the Contractor in according with the provisions of the Contract.

1.1 NOW THIS AGREEMENT WITNESSTH as follows:

- (a) In consideration of the payments to be made by the Company to the Contractor as here in after mentioned, the Contractor hereby covenants with the Company to execute and complete the works and remedy any defects therein in conformity in all respects within the provisions of the Contract.
- (b) The Company hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per the scope of work to the satisfaction of the Company and upon remedying of any defects if any therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

- 1.2 The Parties agree specifically that the following documents attached hereto shall be deemed to form an integral part of this Contract and the expression "Contract" shall be construed and applied accordingly:

Appendix-A Request for Proposal, Financial Proposal duly signed by the Contractor.

Appendix-B Letter of Intent dated _____ issued by the Company and Letter of Acceptance dated _____ shared by the Contractor.

Appendix-C Technical Specifications document.

Appendix-D Schedule of Payment (Clause 11 RFP document).