

Indian Institute of Technology, Kanpur
G.T. Road, Kalyanpur, Kanpur – 208016
Uttar Pradesh, India



Global Tender Enquiry
(Under PAC Terms & Conditions)

Notice Inviting Tender

for

**Supply, Installation, and Commissioning of X-ray Diffraction
Equipment at ACMS facility in IIT Kanpur**

Tender Details

Tender Reference Number	IITK/ACMS/2025/XRD
Item Description	Supply, Installation, and Commissioning of X-ray Diffraction Equipment at ACMS facility in IIT Kanpur
Item Quantity	02 (Two)
Bid Submission Start Date & Time	13.02.2025 17:00 hrs
Bid Submission End Date & Time	13.03.2025 17:00 hrs
Bid Opening Date	14.03.2025 11:00 hrs
Bid & EMD Submission Address	To, The Dy. Registrar Central Stores and Purchase Section Indian Institute of Technology Kanpur- 208016 (India)

Sealed quotations are invited for the purchase of the above items in the Two bid system. Both Technical bid and financial bid in separate envelopes must be kept in a big envelope which must be superscribed by Tender Reference number, Item Description and bid submission end date. The sealed copy of bids must reach the above designated address on or before the Bid Submission End Date & Time.

Please note that that bids will only be accepted through off-line mode in sealed envelopes. Bids received through electronic mode will not be considered.

1. List of Documents to be submitted in Technical Bid

1. Copy of Bank details.
2. Copy of work experience.
3. Copy of the Company incorporation certificate.
4. Copy of specifications/brochures & tender acceptance letter, Country of Origin of goods/services and local content on Appendix 1-3.
5. Copy of other documents mentioned in **tender terms and conditions**.
6. Declaration for turnover and bidder's credentials on Appendix 4-5.
 - (i) For The tender value upto Rs. 10 Crores - Self-Certificate for local content from the bidder.
 - (ii) For the tender value above Rs. 10 Crores - Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.

Note: - No indication of the rates/amounts be made in any of the documents submitted with the Technical Bid.

2. List of Documents to be submitted in Financial Bid

1. Financial Bid with Complete Break-up of Item

Technical Specifications

Supply, Installation, and Commissioning of X-ray Diffraction Equipment at ACMS facility in IIT Kanpur

Items falling under exemption list (no.123, X-Ray Diffraction Equipment) as per OM Rule161(iv) GFR 2017 dt. 28.06.2024

Qty: 2 (HR-XRD: 1, RS-XRD:1)

Item	Specifications
X-ray Diffractometers	
1. HR XRD	High Resolution X-ray Diffractometer (Qty:1)
1.1 General System Requirements	<ul style="list-style-type: none"> ➤ High resolution-High powder diffractometer ➤ 8 kW or higher rotating anode copper source ➤ Vertical goniometer with horizontal sample stage with automatic control system ➤ Johnson K alpha 1 monochromator ➤ 0D, 1D, and 2D detectors ➤ Capability of powder diffraction, grazing incidence x-ray diffraction for thin films, pole figure measurement for texture and residual stress measurement for lab scale samples ➤ ICDD database and software for data acquisition and analysis. ICDD database and data acquisition and analysis sofytware upgradation for 10 years ➤ Chiller systems needed should be included ➤ UPS system should be included to power for at least 30 minutes ➤ Declaration that spare parts for each of these equipment would be available for at least 10 years from the date of sale of these equipment
1.2 X-ray generator	<ul style="list-style-type: none"> ➤ 8 kW or Higher continuous rated maximum output power. ➤ 20-45 kV (in steps of 1 kV) or Higher. ➤ 10-200 mA (in steps of 1 mA) or Higher. ➤ Cu Target Rotating anode material, high brilliance long line fine focus at > 8.0 KW with Ni Kβ Filter. ➤ Stability of $\pm 0.01\%$ per 10% main variations (for voltage and current, within $\pm 10\%$ input power variations) ➤ X-Ray Tube Shield with electromagnetic shutter interlocked with radiation enclosure ➤ Safety features for all abnormal conditions
1.3 Goniometer	<ul style="list-style-type: none"> ➤ θ-θ vertical goniometer with optical position sensing device ➤ Bragg-Brentano and Parallel beam optics compatible ➤ Capable of performing small angle scattering ➤ 0.5 mm or lower microfocus diffraction capability ➤ Independent and Coupled scanning mode for the source and detector arm motion

	<ul style="list-style-type: none"> ➤ Minimum step width of 0.0001° ➤ Angular(2 theta) range from -2° to 150° ➤ Goniometer radius of 250 mm or better with sufficient z-axis movement ➤ Maximum sample size of 200 mm diameter and 5 mm height
1.4 Optics	<ul style="list-style-type: none"> ➤ Automatic slit exchange and alignment option ➤ Incident, anti scatter, receiving, and height limiting slits ➤ Parabolic multilayer mirror ➤ Flexible soler slit
1.5 Detectors	<ul style="list-style-type: none"> ➤ 0D detector ➤ 1D detector ➤ 2D detector that could be used in 0D and 1D mode, semiconductor x-ray detector with ability to suppress fluorescence, minimum 256 channels, low deadtime, high count rate, air cooling
1.6 Pole figure, Residual stress and thin film diffraction stage and sample holders	<ul style="list-style-type: none"> ➤ Minimum 3 axis stage with controlled rotation and tilt ➤ Ability to perform pole figure, residual stress , and thin film measurement ➤ Aluminium and glass sample holders (minimum 20) ➤ Standard silicon sample from NIST
1.7 High temperature stage	<ul style="list-style-type: none"> ➤ Hot stage with controlled atmosphere from room temperature to 1000 °C ➤ Proper heating and cooling cycle ➤ Water cooling and safety features
1.8 Chiller and UPS	<ul style="list-style-type: none"> ➤ Closed Circuit Chilling Water System for XRD and High Temperature attachment if required. ➤ UPS with 30 minutes battery back-up modes for various detectors
1.9 Computer	<ul style="list-style-type: none"> ➤ Branded computer for data acquisition and analysis
1.10 Warranty	<ul style="list-style-type: none"> ➤ 3-year warranty ➤ Responsibility of vendor to install the equipment and accessories and demonstrate all operational modes

2. RS XRD	Residual Stress X-ray Diffractometer (Qty:1)
2.1. General System Requirements	<ul style="list-style-type: none"> ➤ Dedicated residual stress measurement ➤ Ability to handle large samples and ease of changing samples ➤ Sufficient safety features ➤ Standards for residual stress measurement

2.2. X-ray generator	➤ 3 kW Copper and Chromium source
2.3. Goniometer	<ul style="list-style-type: none"> ➤ Residual stress measurement using $\sin^2\psi$ method should be possible ➤ Small step size for inclination 0.02° or less ➤ Iso-inclination and side-inclination measurements should be possible ➤ Video microscope for alignment and positioning of measurement with suitable software and focusing mechanism ➤ Automatic x-y-z stage movement ➤ Maximum $2\theta = 165^\circ$ ➤ Sufficient range of ψ for handling different samples
2.4. Detector	<ul style="list-style-type: none"> ➤ 1D strip semiconductor detector ➤ 2θ range = minimum 15°
2.5. Sample holder	<ul style="list-style-type: none"> ➤ Ability to handle 500 mm (length) x 500 mm (breadth) and 250 mm (height) samples ➤ Maximum weight of samples that can be handled 15 kg
2.6. Software	<ul style="list-style-type: none"> ➤ Software for residual stress analysis ➤ Branded computer for data acquisition and analysis
2.7. Chiller and UPS	<ul style="list-style-type: none"> ➤ Chiller for cooling x-ray tube and detector ➤ UPS with minimum 30 minutes backup
2.8. Safety	<ul style="list-style-type: none"> ➤ The system should be housed in a high safety standard radiation enclosure as per international norms ➤ Ease of handling large samples
2.9. Warranty	<ul style="list-style-type: none"> ➤ 3-year warranty ➤ Responsibility of vendor to install the equipment and accessories and demonstrate all operational modes

Terms & Conditions:

General Terms & Conditions	1.	Ensure to specify the make & model of the offered product and provide the compliance sheet.
	2.	The price quoted should be F.O.R IIT Kanpur/CIP New Delhi/FOB/Ex-works/CFR/DAP/DDP terms.
	3.	Past 3 years, PO copies or installation certificates of the same or similar model, along with contact details of end users, need to be submitted as proof of supply.
	4.	Bidder will get all the benefits as per rule GFR-153(ii).

	5.	Feedback from previous customers will be part of the technical evaluation.
	6.	The Institute reserves the right to cancel the tender at any stage without assigning any reason thereof.
	7.	Item-wise financial evaluation will be adopted to get lowest price of each item.
	8.	This tender is under PAC terms and conditions and is being floated with the approval of competent authority.
Terms & Conditions for Goods manufactured in abroad		<p>1. The price of goods should be quoted on an “Ex-Works/FCA (named airport abroad) or FOB (named port abroad)” basis. The price bid must clearly specify the following details:</p> <ul style="list-style-type: none"> (i) Charges for documentation, handling, packing & forwarding, and foreign bank fees (for wire transfer/letter of credit), if applicable. (ii) Costs for insurance and shipping of goods to the designated port or place of destination. (iii) Charges for installation, commissioning, training, and any incidental services as specified in the Tender Document. (iv) Any agency commission will be paid to the Indian agents in INR upon receipt of equipment and successful installation. Agency commission will not be paid in foreign currency under any circumstances. <p>2. The items listed in the price bid must clearly specify the unit prices for the same unit as indicated in the Schedule for the tender inquiry and not for any other unit.</p> <p>3. Discounts, if any, should be indicated separately/prominently.</p> <p>4. The quoted price shall remain fixed throughout the contract period and shall not be subject to any changes.</p> <p>5. The terms Ex-Works, FOB, FCA, CFR, DAP, and DDP shall be governed by the rules outlined in the current</p>

		<p>edition of Incoterms, as published by the International Chamber of Commerce, Paris.</p> <p>6. In the bidding process, if agents are involved on behalf of foreign principals and the goods are manufactured abroad, the purchase order should be placed directly with the manufacturers only.</p> <p>7. Foreign bidders are to disclose the name and address of their agent and representative in India.</p> <p>8. IIT Kanpur is registered with the DSIR, Government of India, and is eligible for exemption from Customs Duties under Government of India Notification No. 51/96-Customs, dated 23.07.96. The necessary certificate will be issued as required and upon the request of the successful bidder.</p>
Payment Terms	:	<p>Payment will be released after successful installation and final acceptance.</p> <p>OR</p> <p>Letter of Credit (LC): 80% of the payment will be released upon shipment, with the remaining 20% after installation and final acceptance.</p> <p>Note: In exceptional cases, advance payment may be considered only if the supply involves complicated, tailor-made goods. Such advance payments shall be subject to the following conditions:</p> <ul style="list-style-type: none"> ▪ The vendor must provide a bank guarantee (BG) of at least 110% of the advance amount. <p>The vendor must explicitly request advance payment in their technical bid along with proper justifications.</p>
Agency Commission	:	<p>If an Indian agent is involved in the bidding process, the commission must be specified in INR only. (Refer to clause 4.3.1 (9) of the Manual of Procurement of Goods, 2024)</p>
OEM Authorization	:	<p>Manufacturer Authorization Form from the OEM is required.</p>
Warranty	:	<p>3 Years</p>
Delivery Period	:	<p>120 days</p>

Experience	:	Bidders must have 3 years of experience in supplying similar types of equipment and long-term services for the same/similar model of equipment in IITs/NITs or any other Govt. Organization.
Minimum Average Annual Turnover of the Bidder (Last 3 years)	:	1.875 Crore for HR-XRD 1 Crore for RS-XRD
OEM Average Turnover (Last 3 years)	:	15 Crore for HR-XRD 8 Crore for RS-XRD
Performance Security	:	The Successful bidder has to submit Performance Security of 3% of the contract value in favour of the Registrar, IIT Kanpur in the form of an Account Payee Demand Draft/Fixed Deposit Receipt from a commercial bank/Bank Guarantee (including e-Bank Guarantee).
Earnest Money Deposit (EMD)	:	The bidders must furnish EMD of Rs. 11,25,000/- for HR-XRD Rs. 6,00,000/- for RS-XRD in the form of the Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee [including e-Bank Guarantee] in favour of the Registrar, IIT Kanpur, payable at Kanpur. The EMD is to be submitted along with the Technical Bid in separate envelope. Bids without EMD will be summarily rejected.
Reasonableness of Rates		To validate the reasonableness of the quoted rates, the bidder(s) must submit a detailed price breakdown of the items listed in the past purchase orders pertaining to the same or similar items supplied to IITs/NITs/any other educational institutions in India. This breakdown must clearly specify the price of goods/services (Ex-works), handling, packing, shipping, insurance costs, foreign bank fee (LC), agency commission (INR), etc.
Pre-dispatch Inspection	:	A pre-dispatch Inspection may be conducted in accordance with clause 9.4.3 (1) of the Manual of Procurement of Goods, 2024.

Dr. Nilesh Prakash Gurao
ACMS, IIT Kanpur-208016
Phone: 0512-259-6688

➤ **Selection Criteria:**

Phase-I: Technical Evaluation

Technical evaluation will be done based on information/item or product catalogue provided in technical bids submitted by the bidders. A bid containing partial, incomplete, unclear, superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant documents. Discrepancy in relevant supporting documents and technical compliance sheet shall lead to rejection of technical bids.

Phase-II

- a. Financial bids of technically qualified or/and approved samples shall be opened.
- b. Financial evaluation is purely done on the total financial implication.
- c. Financial Bids with any superfluous, unreasonable rates will be summarily rejected.

➤ **Late Delivery:**

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 1% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated period.

➤ **Instruction to the bidder of countries which share land border with India (Rule 144(xi) of GFRs, 2017)**

- 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). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with any entity from a country which shares a land border with India, shall also require to be registered with the 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 (or entity) 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.

[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as agent.]

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 .

- VII.** The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII.** If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 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-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 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-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-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-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.

Integrity Pact (IP):

- 12.1 The Integrity Pact will be applicable only for tenders valued above 1 crore.
- 12.2 In accordance with the Central Vigilance Commission's letter No. 022/VGL/078/546789 dated 04.05.2023 and the Ministry of Education's notification No. C-34014/1/2022-Vig. dated 25.05.2023, the following persons have been appointed as Independent External Monitors (IEMs) for IIT Kanpur for three years:
- (i) Shri Ranvir Singh, IEM1@iitk.ac.in
 - (ii) Shri P. V. V. Satyanarayana, IEM2@iitk.ac.in
- 12.3 All bidders must submit a signed soft copy (online) of the Integrity Pact with their bid documents for tenders over ₹1 crore. However, only the L-1 bidder (after the opening of the financial bid) will be required to submit the Integrity Pact on a ₹100 non-judicial stamp paper in hard copy, please see **Annexure-I**.
- 12.4 The Integrity Pact shall be part of the contract, and all parties are bound by its provisions.
- 12.5 If the Bidder does not submit the signed copy of the IP with Bid documents, the Bid will not be considered.

Pre-Contract Integrity Pact
(Applicable for all tenders of the value above Rs.1 Crore)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__.

BY AND BETWEEN

The Indian Institute of Technology Kanpur represented through "**The Registrar**", having its office located at G.T. Road, Kalyanpur, Kanpur, Uttar Pradesh – 208016 (hereinafter called the "**BUYER**", which expression shall mean and include, unless **the** context otherwise requires, his successors in office and assigns) of the **First Part**;

AND

M/s _____
a company incorporated under the Companies Act, 2013 through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated _____ passed by the Board of Directors, having its registered office at _____

(hereinafter referred to as "**The Bidder(s)/Contractor(s)**") which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Part**;

WHEREAS, the Institute/Buyer has floated the Tender bearing No. _____ (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organization procedures, contract(s) for _____ (Name of the work/goods/ services). The Institution values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS, the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate and has been established under the provisions of the Institutes of Technology Act, 1961.

AND WHEREAS, in order to achieve these goals, in consultation with the CVC, the Govt. of India, Ministry of Education has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any

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person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign entity or associates, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of

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the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Disqualification from tender process and exclusion from future contracts:

- 4.1 If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Institute/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealing".
- 4.2 Any violation of Integrity Pact would entail disqualification of the bidder(s) and exclusion from future business dealings, as per the existing provisions of GFR-2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Compensation for Damages:

- 5.1 If the Institute/Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Institute/Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 5.2 If the Institute/Buyer has terminated the contract according to Section 3, or if the Institute/Buyer is entitled to terminate the contract according to Section 3, the Institute/Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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Previous Transgression

6.1 THE BIDDER(S) to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgressions, for the purpose of disclosure by the BIDDER(s) in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the BIDDERS.

6.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Equal Treatment of all Bidders/Contractors/Sub-Contractors:

7.1 In the case of sub-contracting, the principal/main Contractor shall take the responsibilities of adoption of the Integrity Pact by the Sub-contractor.

7.2 The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.

7.3 The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Criminal Charges against violating Bidder(s)/Contractor(s)/Sub-Contractors:

8. If the Buyer obtains knowledge of the conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Institute/Buyer has substantive suspicion in this regard, the Institute/Buyer will inform the same to the Chief Vigilance Officer.

Earnest Money (Security Deposit)

9.1 While submitting a commercial bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft in the favour of The **Registrar, IIT Kanpur**.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

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- 9.2 The Earnest Money (Security Deposit) should be valid up to a period of 45 days beyond the validity of the quote.
- 9.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 9.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- 10.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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- (vii) To debar the BIDDER from participating in future bidding processes of the Institute for a minimum period of two years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 10.2 The BUYER will be entitled to take all or any of the actions mentioned at para 10.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 10.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

11. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

- 12.1 The IEMs have been appointed by the Ministry of Education in consultation with the Central Vigilance Commission. The details of the IEMs are as follows:
- (a) Mr. Ranvir Singh, IEM1@iitk.ac.in
 - (b) Mr. P.V.V. Satyanarayana, IEM2@iitk.ac.in
- 12.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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- 12.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 12.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 12.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 12.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, from an entity wherein he is or has been a consultant, the IEM shall inform the Director, IIT Kanpur and rescue himself/herself from that case.
- 12.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 12.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 12.9 A person signing the IP Pact shall not approach the Court while representing the matter to IEMs and shall await the decision in the matter.
- 12.10 The IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the Ministry. The IEM would review independently and objectively whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the Bidder(s).
- 12.11 Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
- 12.12 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel

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of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on the records.

- 12.13 The word **"Monitor"** would include both singular and plural.

Facilitation of Investigation

13. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

14. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER i.e., Kanpur Nagar.

Other Provisions

- 15.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 15.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 15.3 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal/main contractor shall take responsibilities of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be tri-partite arrangement to be signed by the Institute/Buyer, the Contractor, and the sub-contractor.
- 15.4 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.5 Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- 15.6 In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Validity

- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER

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and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this Integrity Pact as of the date/month/year first above written in the presence of following witnesses:

For & on behalf of
The Indian Institute of Technology Kanpur
(First Party)
Signed, Sealed and delivered by

For & on behalf of
The M/s
(Second Party)
Signed, Sealed and delivered by


Name: **Vishwa Ranjan**
Designation: **Registrar,**
Address: **IIT Kanpur**
(Authorized Signatory)

विश्व रंजन / Vishwa Ranjan
कुलसचिव / Registrar
भारतीय प्रौद्योगिकी संस्थान कानपुर
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
कानपुर - 208 016 (उ.प्र.) भारत
KANPUR - 208 016 (U.P.) INDIA

In the presence of Witness:

1. (Indenter)
2.

Name:
Designation:
Address:
(Authorized Signatory vide resolution
dated passed by the Board of
Directors)

1.
2.

(A)
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 / 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 minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor 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" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

3. 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 delivering the Goods.
- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IITK Letter of Intent (LOI).

4. 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.

5. DELIVERY AND TAKE-OVER OF GOODS

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the IITK, a duly authorised representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the IITK shall not be deemed acceptance of the Goods by the IITK. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

6. QUALITY OF GOODS

- 5.1. The Contractor shall deliver Goods that are:
 - a. of the quality, quantity and description as required by the Contract / PO; and
 - b. free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 5.2. Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

- 6.1. The duly authorised representative(s) of the IITK shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.
- 6.2. Upon delivery and inspection of the Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or, alternatively, rectify the non-conformity.
- 6.3. In the case of Goods ordered on the basis of specifications or samples, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

7. SHIPPING AND INSURANCE

For overseas orders, shipping arrangements shall be co-ordinated by IITK. Original shipping documents including the packing list shall be airmailed/emailed by the Contractor to the (Deputy Registrar (S&P), IIT, Kanpur – 208 016, UP, India).

8. 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, 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.

9. PRICE

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

10. PAYMENT

- 10.1.** Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:
 - a.** Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
 - b.** Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- 10.2.** 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 delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ("Tax Exemption"), if applicable, the GST amount shall be separately identified in the invoice.
- 10.3.** 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.
- 10.4.** The IITK shall not pay any charge for late payments.

11. 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.

12. WARRANTY

- 12.1.** The Contractor warrants that the Goods furnished under the 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.
- 12.2.** 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.
- 12.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein 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.

13. PACKING

- 13.1.** The Goods 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.
- 13.2.** 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.
- 13.3.** All packaging materials shall be non-returnable.

14. DEFAULT AND DAMAGES

- 14.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a. deliver any or all of the Goods under the Purchase Order;
 - b. comply with any or all of the terms and conditions set out in the Purchase Order;or
 - c. deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the IITK may hold the Contractor in default under the Purchase Order.
- 14.2.** 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.
- 14.3.** Alternatively, to clause 14 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 Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 14.4.** 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 the Goods past the Delivery Date initially specified in the Purchase Order.

- 14.5.** 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.
- 14.6.** 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 the Goods and recover any difference in price and any additional costs from the Contractor.
- 14.7.** 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.

15. 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 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.

16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods 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, 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.

17. 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.

18. INDEMNITY

- 18.1.** 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.
- 18.2.** 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.

19. ASSIGNMENT

- 19.1.** 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.
- 19.2.** 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.
- 19.3.** 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.

20. INSOLVENCY AND BANKRUPTCY

- 20.1.** 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.
- 20.2.** 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.

21. TERMINATION

- 21.1.** 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. GOVERNING LAW

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

28. SETTLEMENT OF DISPUTES

- 28.1. 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.
- 28.2. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,
The Officer-in-charge
Central Stores
IIT Kanpur-208016
Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____
Name of Tender / Item: -

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,
The Officer-in-charge
Central Stores
IIT Kanpur-208016

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

Tender Reference No: _____

Name of Tender / Work: -

1."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.]"

2. "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 the 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 Officer-in-charge
Central Stores
IIT Kanpur-208016
Sub: Declaration of Local content
Tender Reference No: _____
Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has ____% local content.
3. Details of location(s) at which the local value addition is made: _____

"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)

FINANCIAL INFORMATION
(On the letter head of CA)

Tender No: _____ dated: _____

Item Name: _____

Bidder's/Firm's Name: _____

Address and Contact No: _____

PAN No.: _____, GST No: _____

Details to be furnished duly supported by figures in the Balance Sheet/ Profit & Loss Account for the last three preceding years (Financial years) duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Sl. No.	Details	Year ending 31 st March		
		2021-22	2022-23	2023-24
01	Gross annual turnover			
02	Profit (+)/ Loss (-)			

1. Income Tax Return
2. Audited Account of the company for last three years

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

Signature of Chartered Accountant
with seal and membership number

Bidder's Details
(On the letter head of the Bidder)

1	Name of the Firm/ Company		
2	Offered Product Name, Make and Model		
3	Name and Designation of Authorised Signatory		
4	Office Address of the Firm / Communication Address:		
5	Phone No/Mobile No:		
6	E-Mail ID:		
7	GST registration Number:		
8	PAN Number:		
9	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFS Code No.:	
		Name of Branch:	
Particular Details of the Bidders Representative			
10	Contact Person: Mobile No:	Name of Person:	
		Designation:	
		Tele/Mobile No:	
		Email ID:	

Authorized Signatory (signature in full):

Name and Title of Signatory:

Company Rubber Stamp: