



**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**

**GT ROAD, KALYANPUR, KANPUR – 208016**

**UTTAR PRADESH, INDIA**

**OPEN TENDER ENQUIRY**

**TENDER DOCUMENT**

For

**“Purchase of Consultancy Services for Development of National Air Quality**

**Management Action Plan (NAQMAP), Nepal”**

### Tender Details:

<b>Tender Reference Number</b>	<b>IITK/CE/MS/2026/01</b>
<b>Item Description</b>	<b>Consultancy Services for Development of National Air Quality Management Action Plan (NAQMAP), Nepal</b>
<b>Item Quantity</b>	<b>1</b>
<b>Bid Submission Start Date &amp; Time</b>	<b>20.03.2026 (12:00 hr)</b>
<b>Bid Submission End Date &amp; Time</b>	<b>30.03.2026 (13:00 hr)</b>
<b>Bid Opening Date</b>	<b>30.03.2026 (15:00 hr)</b>
<b>Bid Submission Address</b>	<b>Dr. Mukesh Sharma Department of Civil Engineering IIT-Kanpur</b>

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.

**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 4-6.

**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

## Tender Specifications Sheet

### Tender Specification Document for Consultancy Services for Development of National Air Quality Management Action Plan (NAQMAP), Nepal

Sealed bid is invited from eligible and interested Indian Firms/ Institutions/Organizations for engagement as a service provider for air quality project in Nepal.

#### **Objectives:**

With this tender, Indian Firms/ Institutions/ Organizations are invited to support the IIT-Kanpur in the preparation and adoption of a scientifically robust, evidence-based National Air Quality Management Action Plan (NAQMAP) for Nepal. The assignment aims to strengthen national and sub-national air quality management by developing comprehensive emission inventories, conducting policy and financing analyses, and proposing sector-specific mitigation actions supported by a clear implementation, monitoring, and evaluation framework. The NAQMAP shall enable informed decision-making, targeted interventions, and effective tracking of progress towards national clean air goals.

The Technical and Financial Proposals are to be submitted separately in sealed envelopes, clearly marking "Technical Bid" and "Financial Bid".

**Expectations from the Service Provider:** The service provider is expected to fully understand the project needs and propose robust framework/methodology and its execution plan to achieve the objectives.

#### **Pre-Qualification:**

The Service Provider must fulfil the following criteria:-

- Should be a reputed and established Indian organization/company/ firm.
- Should have been in existence for a minimum period of five years with an average turnover of 3 crore or more in last 3 financial years.
- Should have technically qualified manpower having subject expertise & experience in the field of GIS, air pollutant emission inventory, environmental surveys, and dispersion and receptor modelling.
- Should have undertaken similar types of work in last 3-5 years in India and preference will be given to the organisation who have undertaken similar type of work internationally in developing countries.
- The additional terms and conditions considering the requirement of the project shall be mutually decided at the time of agreement.

**Scope of Work**

**Important Note:** All data to be collected including on-field primary survey covering urban and rural sites in six selected districts of Nepal, and for other districts secondary data/projections, etc should be presented.

**Activity 1:** The Service Provider shall develop a comprehensive emission inventory (for PM<sub>2.5</sub>, PM<sub>10</sub>, BC, OC, NO<sub>x</sub>, NH<sub>3</sub>, SO<sub>x</sub>, VOCs, and CO and CH<sub>4</sub>) from residential, transport, industry, energy, construction and demolition waste, waste burning, livestock agriculture and other relevant sectors for Nepal.

- Design a framework for district-level emission hybrid inventory (top-down and bottom-up) for PM<sub>2.5</sub>, PM<sub>10</sub>, BC, OC, NO<sub>x</sub>, NH<sub>3</sub>, SO<sub>x</sub>, VOCs, and CO and CH<sub>4</sub> development covering emission sectors residential, transport, industry, energy, construction and demolition waste, waste burning, livestock agriculture and other relevant sectors)
- Develop top-down, bottom-up, and hybrid district-level emission inventories at 3 km × 3 km spatial resolution.
- All secondary collected information/data should be validated and authenticated from the government database.
- Conduct ground-based primary surveys for following districts: 1. Kathmandu, 2. Lalitpur, 3. Bhaktapur, 4. Kaski, 5. Parasa and 6. Morang during key seasons (winter and summer) for developing 3km x 3km bottom-up emission inventory. The district-wise requirement of data collection/locations is presented in the table 1 below.

**Table 1: Data Requirement**

District	Kathmandu	Lalitpur	Bhaktapur	Kaski	Morang	Parsa
Vehicle Counting (locations)	12	12	12	12	12	12
Road Dust Sample (Locations)	12	12	12	12	12	12
Fuel Station / Parking Lot Surveys (number of vehicles)	1500	1500	1500	1000	1000	1000
Residential Fuel Surveys (number of households)	1500	1000	800	1000	1000	1000
Hotel / Restaurant / Bakery Surveys (number of establishments)	750	500	400	300	300	300
DG Set Surveys (numbers)	150	120	120	100	100	100
Brick Kilns (numbers)	10	10	10	10	10	10

Waste Burning (transect line survey length in different areas)	9 km	9km	9km	9km	9km	9km
Construction and Demolition Activities (all locations with area under construction)	locations under construction	locations under construction	locations under construction	locations under construction	locations under construction	locations under construction

- Collect national-level or regional-level aggregated data (e.g., fuel sales, industrial statistics) from government databases and other data sources and proxy dataset (e.g., population, road length, production, etc).
- Prepare a technical report including quality control and quality assurance as per international norms and validation of emission inventory based on mass balance approach wherever feasible. Details of adoption of emission factor with basis relevant to emission processes in Nepal.
- Shall support IIT Kanpur in conducting a consultation workshop to present and discuss the emission inventory methodology and results with government representatives and other stakeholders in Nepal.

**Activity 2:** The Service Provider shall prepare a comprehensive review document on sectoral and provincial policies and financing for air quality management, identifying key gaps and recommending policy and financing interventions for air pollution-related sectors, in consultation with relevant departments and agencies.

- Develop draft policy interventions based upon global and contextual best policies and present in the workshops with stakeholders.
- Should support IIT Kanpur in conducting four sector-wise stakeholder consultations including policy planners, think tanks and other relevant stakeholders.

**Activity 3:** The Service Provider shall develop an interactive dashboard to visualize sector-wise gridded emissions for each city in Nepal, enabling improved interpretation and decision-making by stakeholders.

### **On-field Survey Requirements**

**Man-hour requirements:** Agency shall deploy suitable team size of surveyors to complete the task in timely manner i.e. within 3 months in summer and winter season from the date of formal agreement.

### **Acceptance Criteria of data quality:**

- All the data collected during the surveys shall be submitted to IIT-Kanpur in raw (i.e. raw video footage for vehicle counts, duly filled survey questionnaire in hard

copy) as well as processed format (i.e. spreadsheets). The reporting format will be specified by IIT-Kanpur. The ownership of all the data/information will be with IIT-Kanpur and service provider cannot published, utilized and presented in any form.

- Submission of geo-tagged and time-stamped photographs shall form an integral part of the deliverables to document survey execution and field conditions. IIT-Kanpur will verify the correctness of the data collected on-site.
- If the collected data do not meet the required quality standards, the concerned surveys shall be repeated by the agency without any additional financial implication. The agency shall establish and document appropriate validation methodologies for both activity data and emission estimates.

#### **Standard Requirements for data collection**

##### **Vehicle count surveys using Videography**

- Conduct Vehicle (2w, 3w, 4w, LCV, HDV) count surveys using videography technique at specified road locations.
- Duration: 07:00 to 23:00 hrs for all other roads.
- Collection of toll data.
- Approx. 15 to 20% of the total road locations will be highway locations.
- No of locations: 72. Breakup details provided in table 1.
- Sample format for data submission is given at Annexure – I.
- Locations will be identified in consultation with IIT-Kanpur.

##### **Road dust sample collection**

Sample for Silt load determination: Collection of dust samples using portable vacuum cleaners by marking 1m x 1m area on roads where traffic counts (72) are conducted. These samples will be used for silt loading determination followed by road dust emissions as per USEPA methodology. Locations for sampling will be identified in consultation with IIT-Kanpur.

##### **Fuel station/Parking lot Surveys**

Collection of information from vehicle operators/owners/visiting Fuel station/ Parking lots. These surveys are aimed at collection of information on vehicle usage pattern. The survey questionnaire will include the following:

1. Purpose of vehicle use
2. Type of vehicle (2w, 3w, 4w, LCV, HDV)
3. Engine types (based on fuel use)
4. Make and Model
5. Engine capacity (CC)
6. Registration Year
7. Fuel consumption per month

8. Daily km travelled

Sample Size: 7,500. Break-up details provided in table 1.

Questionnaire format for Parking lot Survey is given at Annexure - II. The survey locations will be identified by IIT-Kanpur.

### **Residential Surveys**

Service provider need to conduct households in-person surveys as per questionnaire given at Annexure - III.

The questionnaire will include questions for:

1. Name of the respondent
2. Address
3. Demographic details
4. Fuel consumption
5. Fuel Type
6. Fuel usage for space heating/warming

Sample Size: 6,300. Break-up details provided in table 1.

The areas/localities of surveys will be identified by IIT-Kanpur.

### **Hotel, Restaurants and Bakeries surveys**

Service provider need to conduct Hotel, Restaurants and Bakeries in-person surveys as per questionnaire given at Annexure - IV. The questionnaire will include questions for:

1. Name of the Hotel/Restaurant/Bakery
2. Address
3. Daily operation time
4. Fuel used (Coal, LPG, Wood, etc.)
5. Fuel quantity per month
6. Rate of fuel

Sample Size: 2550. Break-up details provided in table 1.

The areas/localities of surveys will be identified by IIT-Kanpur.

### **DG set Surveys**

Visiting different households/commercial/industrial establishments to obtain information as per questionnaire given in Annexure - V. The questionnaire will include questions for:

1. Sector of DG set use (e.g. Agri/Mall/Hotel/Hospital)
2. Installed capacity in KVA
3. DG set running hours in Summer, Winter and Monsoon
4. Make of DG
5. Year of installation
6. Average monthly consumption of fuel

Sample Size: 690. Break-up details provided in table 1.

The areas/localities of surveys will be identified by IIT-Kanpur.

### **Brick Kilns**

Obtain information as per questionnaire given in Annexure - VI. The questionnaire will include questions for:

1. Location
2. Brick Kiln type
3. Monthly/Yearly bricks production
4. Fuel Usage
5. Operating months
6. Bricks price range

Sample Size: Total 60 brick kilns to be surveyed. Break-up details provided in table 1.

### **Open burning of biomass/ waste surveys**

Identification of open burning of biomass / waste locations through transect line surveys. Visible burnt waste area to be noted in survey form. The volume of left-over material/ waste burned to be measured using suitable technique such as laser instruments/measuring tape, etc.

Sample Size: Total route length of 54 km to be surveyed. Break-up details provided in table 1.

**Legal requirements:** The raw as well as processed data will be property of the IIT-Kanpur and the agency shall not use any of the data collected during the surveys for any other work including publications. Safety of the personnel working for surveys is the responsibility of agency/vendor. The agency/vendor shall follow safe working practices during the survey work. The agency/vendor shall take insurances of survey team while working in Nepal.

### **List of Deliverables**

The selected Service Provider shall deliver the following outputs:

- Emission Inventory Development Framework Report (methodology, work plan, timelines, and applications)
- Top-down emission estimates by sector and pollutant at 3 km × 3 km spatial resolution.
- Multi-sector consultation workshop involving all relevant stakeholders report.
- Comprehensive review report on sectoral policies, financing, gap assessment, and recommended interventions
- Bottom-up emission estimates for selected sectors and all pollutants at 3 km × 3 km spatial resolution.
- Hybrid emission inventory with gridded GIS-based digital database and emission maps at 3 km × 3 km spatial resolution.
- Four sector-wise stakeholder consultations with detailed workshop reports and a synthesized actionable document
- Technical report including methods, emission factors, assumptions, and results.
- Report on Consultation Workshop on Emission inventory.
- Interactive dashboard to visualize sector-wise gridded emissions

**Evaluation Criteria**

The evaluation criteria will be as follows:

Criteria	Total Weights	Weights (breakup)
Technical proposal: <ul style="list-style-type: none"><li>• Project methodology, approach, and plan</li><li>• Experience and capability</li><li>• Resourcing and CVs</li><li>• Presentation</li></ul>	80%	1. 40% 2. 30% 3. 10% 4. 20%
Commercial proposal (price)	20%	100%

**Payment Schedule**

Detailed payment terms shall be finalized in the Letter of Agreement.

**Data Ownership and Confidentiality**

All data, models, tools, and reports generated under this assignment shall be the property of the IIT Kanpur. The consultant shall maintain strict confidentiality of all information.

**General Conditions**

- The issuing authority reserves the right to accept or reject any proposal without assigning reasons.
- Any dispute shall be governed under Indian laws and jurisdiction at Kanpur.

# 1 ANNEXURE-I

## Traffic Count Data Submission Template for two wheelers (e.g)

This Sheet represents dummy 2W counts for 4 roads on weekday and weekend. Similarly a separate sheet is to be prepared for 2W, Autos, 3W-Goods, Cars, LCV, HDV, Tractor, others, etc.

Hour	Road -1		Road -2		Road -3		Road -4	
	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
00:00-00:59	673	635	569	485	1336	1288	2443	1753
01:00-01:59	441	326	477	239	970	968	1578	890
02:00-02:59	375	325	311	230	644	699	1052	798
03:00-03:59	395	253	341	255	573	564	891	546
04:00-04:59	381	396	344	372	703	613	1007	827
05:00-05:59	481	409	669	487	901	710	1318	999
06:00-06:59	560	451	895	902	1636	1262	1810	2298
07:00-07:59	735	618	1908	1906	2285	1437	5179	7589
08:00-08:59	833	737	2942	2860	4444	2037	8637	8088
09:00-09:59	499	866	4673	3978	5658	2392	14089	13425
10:00-10:59	3101	778	3913	1795	5044	4788	12077	8608
11:00-11:59	893	649	3576	1623	4519	4419	11348	8352
12:00-12:59	690	779	3544	1587	4033	4199	11532	9163
13:00-13:59	885	875	3921	2092	4262	3216	8952	9035
14:00-14:59	869	843	3312	1360	4095	3754	9649	9595
15:00-15:59	1057	826	3101	819	4200	3591	9082	8845
16:00-16:59	948	641	3536	1985	4601	3604	8778	9585
17:00-17:59	1073	855	3836	2059	5105	4108	9411	12952
18:00-18:59	1450	902	4509	2202	5577	4854	10536	13812
19:00-19:59	978	755	5098	1857	5328	4556	11063	13050
20:00-20:59	1027	685	2603	1394	4443	3321	8437	9984
21:00-21:59	1034	637	1909	995	3112	2498	7077	8538
22:00-22:59	775	506	883	739	2736	2328	4679	3385
23:00-23:59	700	570	1028	639	2188	1941	4230	3013
<b>Total</b>	<b>20853</b>	<b>15317</b>	<b>57898</b>	<b>32860</b>	<b>78393</b>	<b>63147</b>	<b>164855</b>	<b>165130</b>

## 2 ANNEXURE-II

### 2.1 Fuel Station Survey Form

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Codes	Questions	Survey1	Survey2	Survey3	Survey4	Survey5
F1	Vehicle Registration Number					
F2	Do you use this vehicle for private or for commercial purposes (e.g. as a taxi)?					
F3	Vehicle Type (Car / Scooter / Motor-cycle / Moped / Passenger Auto / Goods Auto / Minibus / Big Bus / State Bus / Truck / LCV / Tractor / Trailer)					
F3.1	In case of 2-wheeler is the engine: a. 2 Stroke b. 4 Stroke					
F4	What is the make of your vehicle? (e.g. Ashok Leyland, Tata, Maruti, Hero, Hyundai, Yamaha, Volvo etc.)					
F5	What is the model of your vehicle? (e.g. Santro, A Ito, Nano, Ape, Splendor, I20, Etios, FZ, etc.)					
F5.1	How much is the engine displacement of your vehicle? (200 CC, 1000 CC etc. Please specify exactly how many CC).					
F6	Which fuel do you use in your vehicle? Petrol/ Diesel/ CNG/ LPG					
F7	In case of Petrol / Diesel / company fitted CNG/LPG vehicles: In which year was your vehicle registered?					
F8	How much mileage does your vehicle give on an average (in Kms/liter or km/kg)?					
F9	Fuel Consumption (Litres or Rs. per month):					
F10	Daily kms travelled?					
F11	General Occupancy of the vehicle?					
F12	After how many months do you get your vehicle serviced?					

### 3 ANNEXURE-III

Household Survey Questionnaire

Complete Address: \_\_\_\_\_

Survey Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Surveyor Initials: \_\_\_\_\_

Sr. No.	Description	Details
1	Type of house?	Independent <input style="width: 50px; height: 20px;" type="text"/> Flat <input style="width: 50px; height: 20px;" type="text"/> Floor Level <input style="width: 50px; height: 20px;" type="text"/> Hut/Shanty <input style="width: 50px; height: 20px;" type="text"/>
2	No. of family members?	
3	Fuel used in a month (No. of cylinders for LPG/ Litres for Kerosene/ Units for Electricity/ Kg for others)	LPG: _____ Wood: _____ Kerosene: _____ PNG: _____ Biogas: _____ Charcoal/Coal: _____ Electricity: _____ Others: _____
4	Distance between office and home?	..... (km)
5	How do you travel to office? (By Own 2W/Own Car/ Public Transport/ Office Cab/ Any other please specify)	_____
6	Approximate distance travelled by your vehicle per day?	..... (km/day)
7	Most often used route for travel (roads name)?	_____
8	Please provide details of the open burning sites, if any, around your residential locality	
9	Are you using diesel generator as an alternate power source during power failure?	Yes <input style="width: 50px; height: 20px;" type="text"/> No <input style="width: 50px; height: 20px;" type="text"/> If Yes, Number of hours in a day: _____ Type of fuel used: _____ Average fuel consumption per month: _____
10	Air pollution sources in the vicinity? (Industry, Road dust, Traffic, waste burning, Hotels/Resto/Dhabhas, Any other please specify)	_____ _____ _____
11	Annual Family Income	_____

## 4 ANNEXURE-IV

4.1

Hotel/ Restaurant / Bakery Survey Form

Survey Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Location: \_\_\_\_\_

Ward Number: \_\_\_\_\_

Surveyor Initials: \_\_\_\_\_

Sr. No.	Description	Details		
1	Type of Facility	<input type="checkbox"/> Hotel <input type="checkbox"/> Restaurant <input type="checkbox"/> Bakery <input type="checkbox"/> Open Eatery		
2	Name and Address with Pincode			
3	Fuel Used	<input type="checkbox"/> LPG <input type="checkbox"/> PNG <input type="checkbox"/> Coal/Charcoal <input type="checkbox"/> Wood <input type="checkbox"/> Kerosene <input type="checkbox"/> Agro-residue <input type="checkbox"/> Electricity		
4	Normal Usage Hours in a day:	Morning: _____ to _____ Evening: _____ to _____		
5	Rate of Fuel(in Rs./kg or Rs./Cylinder or Rs./Unit)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                     LPG: _____                      PNG: _____                      Coal: _____                      Charcoal: _____                 </td> <td style="width: 50%; border: none;">                     Wood: _____                      Agro-residue: _____                      Electricity: _____                 </td> </tr> </table>	LPG: _____ PNG: _____ Coal: _____ Charcoal: _____	Wood: _____ Agro-residue: _____ Electricity: _____
LPG: _____ PNG: _____ Coal: _____ Charcoal: _____	Wood: _____ Agro-residue: _____ Electricity: _____			
6	Quantity of fuel used/month (kg/month)			

## 5 ANNEXURE-V

5.1

### DG Set Survey Form

Ward No.: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the city: \_\_\_\_\_

Location: \_\_\_\_\_

**Sector of Use of DG sets:**

Agriculture Site/ Commercial/ Residential Complex/ Hotel or Restaurant/ Hospitals/ Malls/  
Construction site/ Telecom Tower/ any other (please specify)?

**Purpose of Use**

Main Power Supply

Back- Up Power

**Installed Capacity** is in range of -

Installed Capacity	Primary Power	Back-Up Power
Less than 2 KW		
2KW – 15 KW		
15KW – 75 KW		
75KW – 375KW		
550KW – 750KW		
750KW or more		

**Generator Running Time (Hrs)**

Purpose/ Season	Primary Power	Back-Up Power
Summer		
Winter		
Monsoon		
Seasonal Activities (Weddings, Occasions, Rallies, etc)		

Name and make year of the generator: \_\_\_\_\_

What is the average monthly consumption of fuel for your generator (Rs./month or Ltr/month)?

A. Summer  B. Winter  C. Monsoon  D. Seasonal Activity

## 6 ANNEXURE-VI

### Brick Kilns Survey Form

<b>Sr. No.</b>	<b>Questions</b>	<b>Response 1</b>	<b>Response 2</b>	<b>Response 3</b>
1.	Brick Kiln Name			
2.	Address			
3.	Brick Kiln Type?			
4.	Average number of bricks produced per Year or Month?			
5.	Type of fuel used?			
6.	Average fuel consumption per Year OR Month?			
7.	Operating Months?			
8.	Selling price of 1,000 bricks?			

**Mandatory Form to be Submitted**

**Form TECH-1: Technical Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Development of National Air Quality Management Action Plan (NAQMAP) for Nepal** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]  
1.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in tender document, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in tender document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**Form TECH-2: Consultant's Organization and Experience**

**A - Consultant's Organization**

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

**B - Consultant's Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

## Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, data, video recordings, geotagged photos and tables to be delivered as final output, should be included here. The work plan should be consistent.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



**Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff**

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1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

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3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education***[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

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6. **Membership of Professional Associations:** \_\_\_\_\_

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7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

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8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

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9. **Languages***[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

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10. **Employment Record***[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among th eassignments in which the staff has been involved, indicate the following information forthose assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>
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<p><i>[List all tasks to be performed under this assignment]</i></p>	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**FormTECH-6: Staffing Schedule<sup>1</sup>**

6.1.2	Name of Staff	6.1.3 Staff input (in the form of a bar chart)													6.1.4 Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													<b>Subtotal</b>			6.1.4.1.1		
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													<b>Subtotal</b>			6.1.4.1.1		
													<b>Total</b>					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

**Form TECH-7 Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**7 Financial Proposal - Standard Forms**

**Form FIN-1: Financial Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your tender document dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**Form FIN-2: Summary of Costs**

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7.1.1.1.1.1.1.1 Item	Costs			
				<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

Indicate the total costs, net of local taxes, to be paid by the Client.

## **Terms & Conditions:**

General terms and conditions	1.	Ensure to specify similar relevant work experiences.
	2.	The price should be <b>F.O.R IIT Kanpur</b> .
	3.	Past 3 years, PO/WO/MoU/equivalent copies of the same or similar work, along with contact details of end users, need to be submitted as proof of supply.
	4.	Feedback from previous customers will be part of the technical evaluation, if available.
	5.	The Institute reserves the right to cancel the tender at any stage without assigning any reason thereof.
	6.	Bidders will get all benefits under Rule-153 of GFR, 2017.
Payment Terms	:	Payment will be released as per the agreement.
Delivery Period	:	15 months
Experience	:	Refer technical specifications.
Minimum Average Annual Turnover of the Bidder (Last 3 years)	:	90 lakh
Performance Security	:	The Successful bidder has to submit <b>Performance Security of 3% of the contract value</b> in favour of the <b>Registrar, IIT Kanpur</b> 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 (3,80,000)- as EMD in the form of the Demand Draft/FDR/BG in favour of the Registrar, IIT Kanpur, payable at Kanpur. The EMD is to be submitted at the address given below. Bids without EMD will be summarily rejected.
Reasonableness of Rates	:	Certificate Undertaking price reasonability shall be submitted with financial proposal.

Dr. Mukesh Sharma  
(Department of Civil Engineering)  
IIT Kanpur-208016

➤ **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. The evaluation criteria is given in the technical specifications of this tender.

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 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 @ 0.5 % 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):**

- 7.2 The Integrity Pact will be applicable only for tenders valued above 1 crore. The Integrity Pact shall be applicable for all tenders valued above Rupees one (1) crore.
- 7.3 The Integrity Pact shall be part of the tender documents / Bid documents / Contract.
- 7.4 (The IP is implemented through a Panel of Independent External Monitors (IEMs) appointed in consultation with the Central Vigilance Commission. The IEMs are mandated to monitor the tender process and the execution of the contract for compliance with the abovementioned principles. Following two IEMs have been appointed in the IIT, Kanpur:
- (i) Shri Ranvir Singh, [IEM1@iitk.ac.in](mailto:IEM1@iitk.ac.in)
  - (ii) Shri P. V. V. Satyanarayana, [IEM2@iitk.ac.in](mailto:IEM2@iitk.ac.in)
- 7.5 All bidders must upload a signed soft copy online of the Integrity Pact (**ANNEXURE-1**) with their bid documents for tenders over ₹1 crore. However, only the L-1 bidder (after the opening of the financial bid) shall be required to submit the Integrity Pact on a ₹100 non-judicial stamp paper in hard copy
- 7.6 If the Bidder does not submit the signed copy of the IP with the Technical 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 Party**;

**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 Party**;

**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:-



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:

#### **Section 1: Commitments of the BUYER**

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the BUYER, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The BUYER shall treat all Bidder(s) with equity and reason during the tender process. The BUYER shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
  - (c) The BUYER shall exclude from the process all known persons having conflict of interest.
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BUYER shall inform the Chief Vigilance Officer, IIT Kanpur and in addition shall initiate disciplinary proceedings.

#### **Section 2: Commitments of BIDDERS**

1. 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:-
  - (a) 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 person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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- (b) 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.
- (c) 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.
- (d) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) 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 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.

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- (j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) 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.
- (m) 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.

**Section 3: Disqualification from tender process and exclusion from future contracts:**

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".
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.

**Section 4: Compensation for Damages:**

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.
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.

**Section 5: Previous Transgression**

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

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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.

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.

**Section 6: Equal Treatment of all Bidders/Contractors/Sub-Contractors:**

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.
2. The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal Charges against violating Bidder(s)/Contractor(s)/Sub-Contractors:**

1. 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, IIT Kanpur.

**Section 8: Sanctions for Violations**

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

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with any other contract for any other stores, such outstanding payment could also be utilized 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.
  - (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.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 9.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone 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.
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.

#### **Section 9: Fall Clause**

1. 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.

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#### **Section 10: Independent Monitors**

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](mailto:IEM1@iitk.ac.in)
  - (b) Mr. P.V.V. Satyanarayana, [IEM2@iitk.ac.in](mailto:IEM2@iitk.ac.in)
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.
3. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
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.
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.
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.
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.
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.
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.
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).
11. Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both 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

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evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

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 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.

13. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

The fees/expenses on dispute resolution shall be equally shared by both parties.

14. If the Monitor has reported to the Management of the BUYER a substantiated suspicion of an offense under the relevant IPC/ PC Act, the Management of the BUYER will take action after examination of the veracity of the intent of the action.
15. The word "**Monitor**" would include both singular and plural.

#### **Section 11: Facilitation of Investigation**

1. 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.

#### **Section 12: Law and Place of Jurisdiction**

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

#### **Section 13: Other Provisions**

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.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

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 contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
4. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
5. This Integrity Pact is deemed as part of the contract.

**Section 14: Validity**

1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including the 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.
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 with 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

*Vishwa*  
 Name: **Vishwa Ranjan** विश्व रंजन / Vishwa Ranjan  
 Designation: **Registrar**, कुलसचिव / Registrar  
 Address: **IIT Kanpur** भारतीय प्रौद्योगिकी संस्थान कानपुर  
 (Authorized Signatory) INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
 कानपुर - 208 016 (उ.प्र.) भारत  
 KANPUR - 208 016 (U.P.) INDIA

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

**In the presence of Witness:**

1. .... (Indenter)
2. ....

1. ....
2. ....

*Vishwa*

**(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.

**2. CONCLUSION OF THE CONTRACT**

- 2.1. The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of 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).

### **3. FUNDING**

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

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

### **4. 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.

### **5. 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 airtailed/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  
R&D Office  
IIT Kanpur-208016

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

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

Date: \_\_\_\_\_

To,  
The Officer-in-charge  
R&D Office  
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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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  
R&D Office  
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 <sup>st</sup> March		
		FY 2021-22	FY 2022-23	FY 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:	
<b>Particular Details of the Bidders Representative</b>			
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: