

Indian Institute of Technology Kanpur

Dean Office of Research & Development (DORD)

Tender Enquiry No. - IITK/DORD/Tender/2022/01

Dated 28/02/2022

‘Empanelment of Agencies for Undertaking, Providing and manning
the Services on Outsourced Mode’

For

Miscellaneous Jobs/Research Products/Completion of Sundry
Works relating to Research Products held

By

Dean Office of Research & Development (DORD), IIT Kanpur

Appendix-A

Indian Institute of Technology Kanpur Research & Development Office

General Guidelines

1. About the projects

- a) Indian Institute of Technology Kanpur (herein after referred to as the Institute) incorporated as a body corporate, is an Institute of National Importance declared as such under the Institutes of Technology Act, 1961 and is engaged in providing education and research of highest standards in the area of Technology and Science. Accordingly, the Institute undertakes various projects from different Agencies including the Government(s), Corporate and Industries worldwide from time to time within the stipulated budget and which have to be completed in the given time frame. However, the maximum duration of any project is normally up-to 5 years.
- b) The Research and Development (hereinafter referred to as the R&D) office provides specialized administrative and managerial support for the operation of sponsored and consultancy projects and other Research and Development activities of the Institute. It facilitates interaction with internal groups and external agencies, both national and international. It also promotes and manages Institute-Industry interaction and externally funded all projects of research and development. The key role of the R&D office is to provide a creative atmosphere in R&D activities of the Institute. The Institute undertakes the following type of projects;
 - i. **Sponsored Projects-** The Projects relate to research on basic and applied areas of Science and Technology in the form of sponsored projects. Research grant for such projects are given by government/non-government agencies and Industries (both national & international).
 - ii. **Consultancy Projects-** The projects are taken up with the purpose of using technical/professional expertise and seek advice to overcome a technical problem.
 - iii. **Miscellaneous Projects-** Like Workshop, Symposia, Short term Courses, Seminars and Routine Testing etc.
 - iv. **Institute funded projects-** The projects which are funded by the institute.
- c) The office of the Dean of Research and Development manages the affairs of research and consultancy work done by Institute's faculty and

students for various agencies including the Government, Corporate and Industries worldwide under project mode and each project is headed by one or more Principal Investigator(s). As such, the empanelled Firms/Agencies shall be supposed to fulfill the requirement of each individual project under different Principal Investigators whenever any contract is awarded to or work order/requirement is placed with them during the contract period.

- d) Each individual project is administered, executed and carried out under one or more Principal Investigator(s) who is/are normally the Faculty and overall In-charge and Administrator(s) of the project, also looking after its finances.
- e) Each individual project has its own specifics, technical dimensions and requirements in regard to the personnel's qualifications, skills, experience and competence. Accordingly, the firms submitting the bids are required to have a sufficient pool of capable and qualified persons to meet out any exigency, contingency or routine requirements as may be warranted from time to time.
- f) The firm/contractor may be asked to undertake any project or part thereof or to perform or render services or provide the requisite manpower with given expertise, experience and qualifications, for fulfilling certain works by the Principal Investigator(s) of any of the projects as per the requirement and exigency which the contractor shall be bound to fulfill within the given time frame.
- g) The tentative number of total manpower that may be required at the maximum to be deployed under various research and development projects and other assignments would approximately be 150 to 450.

2. Invitation of Bid

- (a) The e-tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Envelope & will contain documents of bidder's as mentioned below from (i) to (xvii) and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet which contain % of service charges (overhead charges). The bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and there after financial bids of only the eligible bidders shall be opened. The firm must upload the copies of following documents along with the Technical Bid. Any bid not accompanied by any of these documents would be liable for rejection:
 - (i) Annexure-A
 - (ii) Annexure-B

- (iii) Bank Solvency Certificate
- (iv) Income Tax Registration Certificate/ PAN Card
- (v) Memorandum and Articles of Association, if the firm is a company and in case of the Bid being submitted by a partnership firm, the partnership Deed.
- (vi) Firm/Company Registration Certificate
- (vii) Goods and Service Tax Registration Certificate/No., if any.
- (viii) EPF and ESI Registration Certificates/ Code Nos.
- (ix) Registration Certificate under CLRA Act, 1970
- (x) Other Statutory Registrations/Licenses, if any.
- (xi) Experience Certificates
- (xii) Certified audited Balance Sheet, income & expenditure and profit & loss for the last three financial years from 2018-19 and onwards along with Letter of Transmittal.
- (xiii) Authority/Resolution in favour of the person signing the bid on behalf of the firm. In case of the bidder being a partnership firm, the authority must be signed by all the partners.
- (xiv) Details of litigations, if any, during the last three years, to be submitted.
- (xv) Certificates from the clients where the contracts have been completed successfully with no statutory dues pending for payment.
- (xvi) Other documents, if any, as provided elsewhere in the Tender document or deemed necessary. The firm should submit self-attested copies of all the above documents (Details are as per Point No. 9 of the tender document).
- (xvii) Signed Integrity Agreement.

(b) The bid shall remain valid till its acceptance or non-acceptance but not beyond 60 days from the date of its submission and no withdrawal of any bid shall be permissible during this period. The party submitting the bid shall be deemed to have undertaken to keep the bid open for acceptance for the entire period as above.

3. Scope of work

- a) To assess the technicalities of the project including the work, if any, to be carried out in the research labs and requirement of personnel to perform the Job.
- b) To assess the time frame and finances of the project within which the project is to be completed.
- c) To undertake all technical or non-technical jobs related to Projects and Research Labs in the Institute.
- d) To hire the requisite manpower for undertaking and completing the project/sundry works as above, related to the Research Projects in the

Institute under the DORD/DOAD or any other department and further to deploy this manpower in the projects concerned or elsewhere, to perform and carry out the given work/jobs. However broadly, the manpower to be so deployed in the Institute may be under the following categories;

- i. Highly skilled
 - ii. Skilled
 - iii. Semi-skilled
 - iv. Un-skilled (to perform miscellaneous non-technical and un-skilled jobs)
- e) To supervise and control the manpower deployed in the project(s) and to ensure its performance and duties as also the performance and deliverance of the work/project so entrusted.
- f) To do/performance all acts required under the projects as per instructions/guidance of the Project Investigators of the Institute.
- g) To check and verify the qualifications and competence levels of the persons to be hired and deployed as above and also to ascertain their credentials and bona-fide in all respects.
- h) To maintain and ensure the upkeep of all records related to the work assigned/project/manpower deployed, as may be desired by the Principal investigator(s)/DORD/R&D Office/DOAD Office and/or under various Acts/Statutes/Government or Institute orders etc.

4. Definitions

- a) The "**Institute**" means the Indian Institute of Technology Kanpur.
- b) The "**Contractor**" means the second party or the firm whose bid has been accepted by the DORD and which includes the Company/Firm/Agency's legal representatives, its successors and permitted assignees.
- c) The "**DORD**" means the Dean, Research and Development of the Institute.
- d) The "**R&D**" means the Research and Development.
- e) The "**R&D office**" means the Research and Development office or the office of Dean, Research and Development.
- f) The "**Tender Document**" means the entire document floated by the DORD for submission of bid along with supporting documents, by the prospective Bidders for consideration of the Institute.
- g) The "**Letter of Acceptance**" means an official intimation from the R&D office to the successful firms to the effect that its bid has been accepted in accordance with the provisions contained in the tender document.
- h) The "**Work**" means and include all works to be executed, all items and things to be provided/done as also the services and activities to be

performed by the Contractor in accordance with the terms of the contract agreement.

- i) The "**Project(s)**" means the project(s) under-taken by/under the R&D office/institute.
- j) The "**PI**" means the Principal Investigator(s) under whom any project is executed or to whom the project is entrusted.
- k) The "**Employee or Personnel or Human Resource**" means the employees/workers of the Contractor that are deployed on the project.

5. Eligibility Criteria

- a) The party submitting the bid must be a Company/Firm registered with the Registrar of Companies/Registrar of Firms and Societies/any other competent authority under the relevant Act.
- b) The firm must have an experience of minimum Five years in the relevant area for providing similar services in reputed organizations. Details of working in five top organizations should be furnished in **Annexure-B** along with the bid.
- c) The firm must be registered under the Income Tax Act and also under the Goods and Service Tax Act, if applicable.
- d) The firm should have its own Code Numbers under the Employees Provident Fund and Misc. Provisions Act, 1952 and Employees Insurance Act, 1948. However, the successful firms whose bid is finally accepted shall compulsorily have to seek registration and Code Nos. within a reasonable time after award of the contract but not exceeding 15 days, from the Kanpur offices of the EPF and ESI departments where the EPF/ESI contributions of the employees and the firm shall have to be deposited by it. It is a must. The award of the contract to the successful firm shall be liable for termination/cancellation if it fails to obtain the said Code Numbers from Kanpur offices of the respective departments.

6. Security Deposit

The security deposit of Rs. 4,50,000/- (Rs. Four Lakh and Fifty Thousand Only) should be deposited before starting the work.

7. Documents to be submitted along with the bid

The firm must attach the copies of following documents along with its bid. Any bid not accompanied by any of such documents would be liable for rejection:

- a) Details of bid particulars and declaration in **Annexure-A**
- b) Income Tax Registration Certificate/PAN No. along with 3 previous years ITR returns (i.e. F.Y 2018-19, 2019-20 & 2020-21)

- c) Memorandum and Articles of Association, if the firm is a company.
- d) Firm/Company Registration Certificate.
- e) Goods & Service Tax Registration Certificate/No., if any.
- f) EPF and ESI Registration Certificates/Code Nos., if any of Kanpur region. If the firm is not registered then within 1 month the registration process should be done.
- g) Other Statutory Registrations/Licenses, if any.
- h) Bank Solvency Certificate up to Rs. 30 lakhs.
- i) Details of top five Assignments in **Annexure-B**.
- j) Gross turnover and profit for the last three financial years (i.e. F.Y. 2018-19, 2019-20 & 2020-21). Certified audited Balance Sheet and profit and loss accounts for respective years must be attached.
- k) Authority/Resolution in favor of the person signing the bid on behalf of the firm.
- l) Details of litigations, if any, that have come up while performing the contracts/assignments awarded during last five years.
- m) Other documents, if any, as provided elsewhere in the Tender document or deemed necessary.
- n) Signed Integrity Agreement.

The firm should submit self-attested copies of all the above documents.

8. Other Instructions

- a) The tender document should be complete in all respects and each and every page of the same along with all attachments should be signed by the competent person signing on behalf of the firm submitting the bid.
- b) Cuttings, if any, should be avoided. However, if the same is unavoidable, it should be duly attested and signed.
- c) The bid should not be ambiguous nor should it contain insufficient information. The party submitting the bid shall not be allowed to make additions/alterations in the tender document and therefore, any such additions/alterations shall be at the parties own risk and render the bid liable for rejection. Conditional bid shall not be entertained.
- d) If the space for any information to be provided in the tender against any column(s) is found to be insufficient, the same may be provided in a separate sheet duly attached with the bid.
- e) If any of the particulars provided in the bid are subsequently found to be untrue or false, the Bidder/contractor shall be liable to be adequately penalized in the manner, the Institute may deem appropriate including termination of the contract itself.

- f) The successful party/firm, to whom acceptance of its bid has finally been communicated, shall furnish in its name and cost, a non-judicial stamp paper of Rs.100/- for signing of the agreement.
- g) The tender document consists of two parts i.e. (i) the Guidelines (Appendix-A) and (ii) the draft Agreement which includes the terms and conditions of contract (Appendix-B) to be signed between the parties to enter into the contract.

9. Institute's discretion to reject the bids

The Institute reserves the right to accept or reject any or all bids without assigning any reasons thereof. The bids which do not fulfill any of the above conditions or are incomplete or misleading in any respect shall be liable to be rejected.

- 10.** Black listed firms by the institute during the last 3 financial years (i.e. F.Y. 2018-19, 2019-20 & 2020-21) are not able to participate in the tender process.

11. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- II.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III.** "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a.** An entity incorporated, established, or registered in such a country; or
 - b.** A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c.** An entity substantially controlled through entities incorporated, established, or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. In case of tenders for Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

12. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-1 local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-1 local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-1 local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-1 local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-1 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-1 local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-1 local supplier', will be invited to match the L1 price subject to Class-1 local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-1 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

13. Bidder will get all benefits under Rule 153 GFR-2017.

COMMERCIAL TERMS AND CONDITIONS

1. 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.

2. 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.

3. GOVERNING LAW

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

4. SETTLEMENT OF DISPUTES

- a. 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.
- b. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. INTEGRITY AGREEMENT

The integrity agreement should be signed between both the parties.

10. JURISDICTION:

The Contract shall be governed by and construed according to the laws in force in India. The Service Provider shall hereby submit to the jurisdiction of the courts situated at Kanpur Nagar for the purpose of actions and proceedings arising out of the Contract and the courts at Kanpur only, shall have the sole jurisdiction to hear and decide such actions and proceedings.

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Kanpur.

DRAFT INTEGRITY AGREEMENT

This integrity Agreement is made at _____ on this _____ day of 2022.

BETWEEN

The Director IIT Kanpur represented through Joint Registrar, **R&D, IIT Kanpur** (hereinafter referred as the Principal / Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender Enquiry No. IITK/DORD/Tender/2022/01 (hereafter referred to as “Tender/Bid”) and intends to award, under laid down organization procedure, contract for ‘Empanelment of agencies for undertaking, providing and manning the services on outsourced mode’.

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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 Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or

the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Competent Authority, IIT Kanpur.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

Draft Agreement

This Agreement is made on this, the day of of 2022.

Between

The Dean of Research and Development, (hereinafter referred to as the DORD), 255 Faculty Building, Indian Institute of Technology Kanpur (hereinafter referred to as the Institute), Kanpur-208016) and/or the first party.

And

M/sLtd, having its Registered Office at (hereinafter referred to as the firm and/or the second party).

Whereas, the DORD undertakes from time to time miscellaneous works/projects for the operation of sponsored and consultancy Projects and facilitates interaction with internal groups and external agencies, both national and international, duly funded by them.

And whereas, the DORD had accordingly invited bids from interested parties/firms specializing in undertaking, providing and manning the Services on outsourced mode, for empanelling the most suitable and competent firms to perform Miscellaneous Jobs, Research Products, Sundry works in relation to its Research Products/such Projects.

And whereas, after going through all the bids received in this behalf from various parties/firms and further after an interaction with the respective parties, the bid of M/s, the firm/second party has been found to be one of the most suitable and appropriate.

And whereas, a letter of acceptance dated..... was accordingly issued to the firm by the DORD in this behalf.

And whereas, the second party is willing to enter into contract with the DORD for being empanelled and to perform the job as entrusted/awarded/allocated from time to time, to the satisfaction of the DORD.

Now therefore, the parties hereto agree to sign this agreement on the Terms and Conditions, as are stipulated hereunder;

Terms & Conditions of the Contract

1. General

- a) The guidelines of the tender document i.e. **Appendix 'A'** and the letter of acceptance dated....., issued by the DORD to the firm, shall be the invariable part of this agreement. Besides, every order/letter issued by the DORD/PI(s) to the empanelled firm in connection with the assignment/allocation of any job/work or deployment of persons shall also form the part of the contract.
- b) The R&D office shall not be under obligation to provide any office space or infrastructure to the contractor by way of office accommodation or otherwise.
- c) The number of persons of different skills and qualifications etc. required for each individual project or the overall or part of the project to be carried out/performed/undertaken by the contractor, shall be intimated from time to time by the PI(s) concerned, the DORD or the R&D office.
- d) The contractor or its employee(s)/worker(s) shall not be entitled for house accommodation in the Institute campus in any manner, whatsoever.
- e) All the stationery and consumable charges shall be borne by the contractor itself.
- f) During the pre and post period of the contract, the contractor's personnel, employees or the workers shall not be entitled to enter the Institute campus.
- g) The contractor shall make its own arrangements for transportation of its employees, if it so wishes. However the DORD may, at its discretion, issue bus passes to its employees at the prevailing rates as may be applicable for non-Institute employees.
- h) The DORD/PI(s) may from time to time and at their sole discretion, place their orders/requirements to any of the firms empanelled with the DORD and the same shall not be subject to question or challenge under any circumstances, whatsoever.

2. Deployment of Personnel

The Contractor shall be liable to ensure the following:

- a) Only such persons who are men of caliber and integrity and possess the requisite qualifications, experience and know-how, shall be deployed to perform the job.
- b) The certificates of the persons (to be deputed in the projects) relating to their qualifications, experience, expertise and know-how etc. may be required to be produced in original before the Institute authorities and which may also be verified by the Institute at its discretion, at the cost of the contractor.

- c) Clearance/approval from the PI's of the projects shall be a must/pre-requisite for any persons before their deployment in the relevant projects.
- d) Any person whose certificates are subsequently found to be false or fictitious or his/her antecedents are not found satisfactory, shall be summarily removed from being deployed on the job or in the Institute in other jobs and such person(s) shall not be allowed re-entry/re-deployment in the Institute under any circumstance, whatsoever.
- e) The persons so deployed shall carry out the assigned work diligently, sincerely and honestly and shall report any problems, they encounter with in discharging their duties, to the PIs concerned, duly interacting with them.
- f) The Contractor shall have the absolute right in regard to the engagement, appointment of any person as its employee/worker and to disengage, transfer, suspend, remove, terminate, retrench, dismiss any such employee and to supervise, control and manage their affairs or to take other disciplinary action etc. against them. The Contractor's staff shall neither be deemed to be the Institute staff for any purposes nor shall have any right/claim for continuity or absorption in the Institute in any manner, whatsoever. The Institute shall not be concerned with them in this regard.
- g) The Contractor shall be responsible to designate its employees and allot the duties to its every person deployed in/under the projects and shall ensure that the persons perform their work and complete the project work to the satisfaction of the PIs.
- h) The workers of the contractor shall report to the contractor who shall be responsible to daily register their attendance and to submit a copy thereof every month to the PIs. The contractor shall also be responsible to maintain all such other records concerning its employees as may be required
- i) No person below the age of 18 (eighteen) years shall be deployed on the work.
- j) The Contractor shall pay to its employees the wages for the month by seventh of the following month without fail irrespective of whether its payments have been made by the Institute or not. The payment of wages shall be made only through the A/c Payee Cheques or via direct credit to the respective by the contractor bank

accounts of the concerned employees/workmen and through no other mode, whatsoever.

- k) The Contractor shall furnish a complete list of its employees from time to time, along with their passport size photographs and their residential addresses with proofs, to the PIs of the Institute with an undertaking of their good character and antecedents while the satisfactory performance of the contract in all respects, shall be the sole responsibility of the contractor only.
- l) The value of work includes the present prevailing minimum wages notified by the Central Labour Department, Kanpur, administrative charges of the contractor towards EPF/ESI, amounts, of bonus and gratuity payable, if any, to its employees and other consumables. The cost also includes the salary/wages payable to its managerial and supervisory staff which may be deployed to supervise and control the performance and work of subordinate staff. Nothing extra shall be payable in addition to the monthly value of the contract except:
 - i. The difference caused due to upward revision in minimum wages payable to the workers, subsequent to the date of agreement and which is paid by the Contractor to its workers. The same shall be reimbursed by the Institute on production of claim/genuine documents along with its share of admissible Profit and overheads.
 - ii. The contribution/payments towards the share of EPF, ESI and EPF deposit linked insurance (EDLI) deposited by the Contractor shall be reimbursed on production of genuine proof of its deposit with the concerned authorities in terms of the stipulation provided herein. However, the administrative charges deposited by the Contractor towards EPF @ 0.50% or at the rate prevailing at the time, shall not be reimbursed and the same shall be borne by the Contractor.
 - iii. The Goods & Service Tax applicable and paid by the Contractor shall be reimbursed on production of receipt of genuine deposit of the same in the office of competent authority.
- m) However, the contractor shall be entitled to the Service Charges @ _____% as its profit, against the wages paid to all of its employees/workers including the supervisory and managerial staff over and above the payments, as aforesaid.

3. Discipline

- a) The Contractor shall ensure that its employees adhere to the discipline, decorum and norms of the Institute and follow the instructions and directions etc. of their superiors/Institute authorities/security

personnel etc. The Institute shall be entitled to search the workers/contractor agents and/or their vehicles inside its premises and while entering or going out of the premises.

- b) The entire staff deployed in the projects shall while on duty, invariably wear the uniforms in neat and tidy condition if it is required at the behest of the DORD. However, the same shall in such case be decided by the contractor in consultation with the Joint Registrar/Assistant Registrar, R&D. The cost of such uniforms shall be reimbursed by the DORD.
- c) The contractor shall provide at its own cost to its every employee an identity card in consultation with the Joint Registrar/Assistant Registrar, R&D which they shall carry all the time and shall produce to Institute authorities including security persons, whenever asked for.
- d) The contractor shall ensure that its employees do not consume liquor or smoke within the Institute campus, the same being strictly prohibited. If any of its employees violates this rule, he/she shall be liable for prosecution as per law besides automatically being disqualified from being deployed on the work.
- e) The contractor shall be bound to remove/withdraw/transfer any of its workers/employees deployed in the projects from the work/duty/ being deployed and restrain such workmen from entering into the premises of the Institute who in the opinion of the Institute authorities are deemed to be.
 - i. Guilty of any misconduct or to be incompetent or insufficiently qualified or negligent in performance of their duties, or
 - ii. No more desirable to continue in the projects or to be deployed therein for administrative reasons.
 - iii. Indulge in theft or any illegal/irregular activities and misconduct etc.
 - iv. Any persons, so removed from the work, shall not be redeployed in the Institute and shall immediately be replaced at the expense of the Contractor by a qualified and competent substitute. The Institute shall further all the time reserve the right to allow or deny entry to any of contractor's employees into the premises of the Institute without giving any reasons, whatsoever.
 - v. The contractor shall be responsible for proper behavior of all the staff employed on the work and shall exercise a proper degree of control over them.
 - vi. The contractor shall be responsible for all of its employees in observing the security and safety regulations and instructions as are issued by the Institute authorities from time to time.
 - vii. The contractor shall be bound to prohibit and prevent any employee(s) from trespassing/acting in any way which may be

detrimental or prejudicial to the interests of the campus community and/or Institute.

4. Security Deposit

- a) The Contractor shall furnish to the DORD a total security deposit towards performance guarantee of Rs. 4,50,000/- (Rupees Four lakh and Fifty Thousand only) in the form of FDR/DD/BG from any scheduled bank in favour of Director, IIT Kanpur. The entire security deposit must be valid till six months after the expiry of the entire contract period. The said FDR shall remain with the DORD and shall be returned to the contractor six months after the expiry of the contract, subject to written request being made by the contractor in this behalf.
- b) If the contract is extended for any further duration after expiry of the initial period of the contract, the contractor shall furnish a fresh FDR/DD/BG with identical terms as stipulated above in the previous clause.
- c) Any sums or dues recoverable from the contractor on any account, whatsoever, shall be adjusted from the said security amount before its refund.
- d) However, if under any circumstance, the amount of security deposit is reduced or any shortfall is caused to it because of any recoveries/realizations being made by the Institute in terms of the provisions of this contract, the contractor shall on its own motion make such shortfall good within 15 days or from the date of notice issued by the Institute in this behalf, by submitting another FDR with likewise validity.

5. Statutory and Other Compliances

- a) The Contractor shall comply with all labour laws and keep the Institute absolutely indemnified, immune and absolved in respect thereof.
- b) The Institute is registered under the provisions of the Contract Labour (Regulation and Abolition) Act, 1976, from the office of the Regional Labour Commissioner (Central) Kanpur and accordingly, the contractor shall also within a reasonable time but not exceeding 15 days, obtain the license from the aforesaid office under the provisions of the said Act and submit a copy of the license to the DORD, subject to the same being applicable on it.
- c) It is a must that the Contractor shall obtain within a reasonable time but not beyond 15 days, its own code number under the Employees Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 from Kanpur offices of the concerned department

after award of the contract. Their registration under above Acts from the offices of other places shall under no circumstances be taken cognizance of.

- d) The contractor shall deposit the EPF and ESI contributions towards the share of self as well of the employees at the Kanpur offices of the respective departments within the stipulated time and the genuine documents of such deposits along-with the copy of the challan and return shall be submitted to the DORD for payment.
- e) The Contractor shall not pay to any of its employees deployed on the work, wages which are less than the minimum wages along with the dearness allowance declared from time to time and which are prescribed and informed by the Central Labour Department Kanpur or which are in-force in the Institute.
- f) The Contractor shall in carrying out the contract, be responsible for strict compliance of all statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and Orders of the Competent Authorities including the Acts like the Employees Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; EPF and MP Act, 1952; Payment of Gratuity Act, 1972; Minimum Wages Act, 1948; ESI Act, 1948; Equal Remuneration Act, 1976 etc., as may be applicable from time to time.
- g) If at any stage, it is detected that the contractor has failed to deposit the EPF/ESI contributions as envisaged herein this agreement or has not deposited the contributions in spite of having deducted the same from the wages of workman for any month(s), then contractor's such action shall be deemed to be deliberate and in serious violation/breach of the term of the contract for which the Institute shall be competent to impose any penalty as may be deemed appropriate at its discretion. Besides, the security deposit of the contractor may also be liable to be forfeited wholly or in part as also the contract would also be liable to be terminated forthwith.
- h) If the contractor does not produce the original copy of the challan of deposit of EPF and ESI contributions towards the share of self as well as of the workers for any month along with its bills or otherwise, then it would be deemed that the contractor has not either deposited the same with the concerned departments or authorities or otherwise, it has violated the term of the contract in this regard and shall accordingly be liable for appropriate penal action at the discretion of the Institute.
- i) The Contractor shall be solely responsible in regard to payment of wages, the service conditions as well as the terms & conditions of employment etc. of its employees and further be liable for maintaining all requisite records, submission of time bound returns and display of notices etc. as provided in various enactments. The Institute authorities shall be entitled to inspect all such records at any time.

- j) It is deemed that the Contractor has expressly understood that he/she is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of all such Laws.
- k) The Contractor, in overall perspective and spirit of this Agreement, shall be wholly responsible for ensuring the performance as enumerated above to the satisfaction of the PIs/DORD/Institute authorities. This contract shall have to be executed under the overall control and supervision of the PIs/DORD.

6. Indemnity

- A. The DORD/Institute shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalty, compensation, financial and other liabilities, whatsoever, if the DORD/Institute is put to any as such which are caused due to;
 - i. Any accident or injury to any employee(s) of the contractor in course of the performance of the contract.
 - ii. Non-compliance/non-fulfillment of any of the obligations, statutory or otherwise, for which the contractor is liable.
 - iii. Non-fulfillment of the obligations under various Acts and Statutes or the issues concerning the service related matters/ disputes of any nature, whatsoever, or non-payment of wages/minimum wages/gratuity/bonus etc., of its workmen whether in course of their deployment or during or after the expiry of the contract but related to their deployment at the Institute.
- B. Any penalties, payments for lapses, defaults and liabilities on the part of the Contractor and for which the Institute is subjected or made to pay for.
- C. And in case, the Institute is forced to pay any cost of any nature on account of Contractor's liabilities as above or of any other kind, the same shall be paid back by the contractor to the Institute within 15 days after receipt of the notice in this behalf failing which, it shall be recovered from the payments due to the Contractor or from his security deposit or through other lawful mode as is deemed appropriate by the Institute.
- D. The Contractor in particular and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the Institute on any matter, arising under this **clause**, shall be binding in finality, on the Contractor.

7. Other Obligations of the Contractor

- a) The Contractor shall, at its own expense, make good the losses or damages to the property of the Institute caused/having arisen by the acts of commission or omission, negligence or otherwise, of its personnel and of self, while executing this contract.
- b) If any theft or loss of any items of the Institute occurs during the period of this Agreement, the Contractor shall be liable for the same and shall make good the loss.
- c) In the event of failure of the Contractor in fulfilling its obligations wholly or in part, as mentioned in this Agreement for any reasons, whatsoever, the Institute shall be entitled to get the work done from other sources and the Contractor shall be liable to pay forthwith to the Institute the difference of payments made to such other sources, and also the damages, at double the rate of payment for the period of failure in complying with its obligations.

8. Bills and Payments

- a. The contractor shall submit its bill for each month duly pre-receipted on proper revenue stamp to the R&D office latest by the second week of every following month which after due checks and verification, shall be processed for payment and further, would be paid by the DORD, as far as possible, within 15 days of its submission, through A/c payee cheque, under acknowledgement.
- b. The contractor shall be paid his share of admissible profit and overheads along with other due payments.
- c. The contractor shall submit the bill along with the proof of having paid due wages to all workmen engaged on the work along with the deposits of ESI and EPF contributions towards the share of both the employees and the contractor for the preceding month.
- d. The contractor shall under its signature and seal certify the genuineness of payment of wages as well as all other payments including those of EPF/ ESI contributions.
- e. The PIs concerned or other competent authority in R&D department shall process the bills for payment as per its established norms/procedure and if deemed necessary, endorse the following certificate on the monthly bills, before recommending it for payment.

“Certified that the contract during the period of the bill has been carried out as per the scope, terms & conditions of the contract and to entire satisfaction of the user”

- f. However from each payment to be made to the contractor, the following statutory deductions shall be made by the Institute in compliance with the related provisions of the respective legislations:
 - i. TDS under Income Tax Act.
 - ii. Deductions under any other enactments/rules as may be applicable at the time.
 - iii. Deductions under orders of courts/competent authorities.
- g. Payment of the final bill shall be made to the Contractor as far as possible, within 30 days from the expiry/termination of the contract, provided, it is accompanied with the wage register for the entire period of contract, duly authenticated by the Contractor as well as the controlling officer or his nominee

9. Term of the Contract

- a) The contract shall be drawn initially for a period of 02 (two) years, of which the first six months shall be on probation. After successful completion of the probation period, the contract shall automatically run its full term.
- b) The contract shall be extendable for one more year or longer period on mutual consent of both the parties after completion of the said term of two years. However, if the contractor fails to fulfill its obligations any time in between during the term of the contract, the Institute shall reserve the right to appoint another agency for doing the work or assign the remaining work to any other firm as it deems appropriate. Simultaneously, the contract shall be liable to be terminated forthwith without any prior notice and without any liability, whatsoever, on part of the Institute.
- c) Further in such a situation, the contractor shall be liable to be penalized in the manner, the Institute may deem proper which shall not be subject to any challenge and the security money deposit shall also be liable to be forfeited wholly or partially at the discretion of the Institute.

10. Secrecy and confidentiality

The projects undertaken by the DORD/Institute are expected to yield/involve technical know-how and which may be confidential or of commercial importance, hence, the contractor shall ensure that their

employees protect the Institute's information received in discharge of their duties, from any unauthorized disclosure to third party(s) without permission. In case, the DORD/Institute is issued by its sponsor on/for the breach of this obligation committed by the agency or its employee, the contractor shall be blacklisted with a fine over and above the damages, claimed by the sponsor. Further, if the Institute has subsequently to pay any claims/damages to the sponsor for breach of the secrecy or confidentiality, the same shall have to be paid by the contractor to the Institute or recovered from its payments, security deposit or through other lawful manner.

11. Penalty

If the contractor fails to undertake its assigned job or to deploy the requisite manpower in any project(s) by the given time for any reasons, whatsoever, a penalty @ 1000/- per week of the default shall be levied and deducted from its monthly bill. Further, if the project is disrupted or delayed for any unreasonable time due to the default/failure on the part of the contractor, the contract may at sole discretion of the Institute be rescind/terminated without any notice. Simultaneously, the security deposit shall also be liable to be absolutely or partially forfeited, at the discretion of the Institute.

12. Assignment and subletting of contract

The contractor shall not assign or sublet the job to any sub-contractor wholly or in part, for any benefit or interest thereon or there-under or otherwise without written consent of the Institute. The whole of the assigned work included in the contract shall be executed by the contractor only who alone shall be liable for any defaults or negligence under such contract. For any lapses as such, the DORD shall have the authority to take necessary action as it deems appropriate including penalizing the contractor and/or terminating the contract.

13. Interpretation

Should there be any dispute or confusion in regard to any stipulation of this agreement, the same shall be referred to the Director of the Institute whose decision in this regard shall be final and binding on the parties.

14. Termination

- a) Either party can terminate this Agreement by giving one month's written notice to the other party without assigning any reasons, whatsoever and without payment of any compensation, thereof. However, the Institute shall give only 24 hours' notice for termination of this Agreement to the Contractor when there is any major default (which shall be determined by the Institute, at its sole discretion) in compliance of the terms and conditions of this Agreement or the Contractor has failed to comply with its statutory obligations.
- b) If the Contractor does not commence any work in the manner or does not perform its obligations/onus as per requirement of the project(s) or guidance of the PIs or if at any time in the opinion of the DORD, the contractor;
 - i. fails to carry out the work in conformity with the contract document, or
 - ii. substantially suspends the work without authority from the PIs/DORD, or
 - iii. fails to carryout and execute the work to the satisfaction of the PIs/DORD, or
 - iv. commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing having been given by the Institute to the Contractor requiring such breach to be remedied, or
 - v. The Contractor abandons the work, then the Institute shall have the power to rescind/terminate the contract and to carry on with the work by the Contractor's workmen and supervisor(s) or may get the work done through other agency, as the Institute in its absolute discretion may think proper, without making any payment to the Contractor.
- c) This Agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
- d) This Agreement can further be terminated by the Institute in terms of the stipulations provided elsewhere in this Agreement.

15. Consequences of Termination

Either party's liabilities for any charges, payments or expenses due to the other party which may have accrued prior to the termination date, shall not be extinguished by such termination, and such amounts (if not otherwise due on an earlier date), shall become immediately due and payable on the termination date.

16. Survival

Any obligation under this Agreement which is to continue, either expressly or by their nature, after the termination or expiration of the agreement/contract, shall survive and remain in effect.

17. Settlement of Disputes

- a. 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.
- b. 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.

18. Jurisdiction:

The Contract shall be governed by and construed according to the laws in force in India. The Service Provider shall hereby submit to the jurisdiction of the courts situated at Kanpur for the purpose of actions and proceedings arising out of the Contract and the courts at Kanpur only, shall have the sole jurisdiction to hear and decide such actions and proceedings.

IN WITNESS WHEREOF THE PARTIES HERETO SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS WRITTEN ABOVE.

For & on behalf of
Dean of R&D Office

For & on behalf of
Agency M/s.....

Signature:
Name:
Designation:
Seal:

Signature:
Name:
Designation:
Seal:

Witness (Signature, Name & Address)

Witness (Signature, Name & Address)

1.....

1.....

2.....

2.....



Annexure-A

Indian Institute of Technology Kanpur
Research and Development Office

1. Name of the Company/Agency:
2. (Attach Memorandum & Articles of Association//Certificate of Registration)
3. Address of Registered Office and Corporate Office
Phone No.:
Fax No.:
Mobile Numbers:
E-mail:
Contact person with designation and contact no. (Office and Mobile)
4. List of Directors/Partners with contact details:
5. CIN Number:
6. Date of Incorporation:
7. Goods & Service Tax (GST) Registration Number:
8. Permanent Account Number (PAN):
9. ESI Registration/Code Number, if any.....
10. EPF Registration/Code Number & Date, if any.....
11. Other Statutory Registrations, if any.....
12. Gross turnover & Profit: (Attach an audited Balance Sheet Profit & Loss account of last three years as on 31 March 2021)

Financial Year	Asset/Liability	Gross Turnover/Profit
2018-19	Rs.	Rs.
2019-20	Rs.	Rs.
2020-21	Rs.	Rs.

13. Bank solvency certificates:
14. Technical & Scientific:
15. Non-Technical assignment:
16. Whether the applicant has been issued any notices or complaints from its clients, if yes then provide details:
17. Whether there are any court cases pending against the Company/Agency or any of its Director/Partners:
18. If yes, then details thereof:

Declaration

I (Name & Designation), the undersigned
S/o..... R/odo hereby
declare as under:

That I am the authorized person to sign this tender form under a resolution
no.....dated..... (Attached herewith)

1. That the applicant has read & understood all the terms & conditions of the document and the same are acceptable to the applicant.
2. That all the information submitted herein is true and nothing material has been concealed.
3. That the applicant shall ensure to submit all evidence or documents as desired by IIT Kanpur.
4. That the applicant undertakes to render IIT Kanpur free from all and any kind of liability and consequences resulting out of this/present agreement.

Date:
Place:

Signature:
Name:
Designation:
Common Seal:

Annexure 'B'**Details of Top five assignments undertaken by the Biding firm**

S.No.	Name of the Client	Address of the client	Nature of Job/Assignment awarded:	Total duration of the assignment		Total Value of Contract (in Rs.)	Total No. of Employees deployed (Category-wise i.e. Skilled, Semi-skilled, Unskilled etc.)
				From	To		

- Note: a. Please ensure attaching certificates of successfully completing the assignments from the respective organizations.
b. In case of insufficient space, the details/particulars may be attached in additional sheets.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Certificate for Tender

(To be given on Company Letter Head)

Date: ____

To,

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

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Certificate for Tender for Works involving possibility of sub-contracting

(To be given on Company Letter Head)

Date:

To,

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

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify

that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date:

To,
The Director,
Indian Institute of Technology Kanpur,
GT Road, Kalyanpur, Kanpur -208016

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered have ____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”*

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Bid Security Declaration

(To be given on Company Letter Head)

Date:

To,
The Assistant Registrar
Central Stores
IIT Kanpur-208016

Sub: Certificate for bid security declaration

Tender Reference No : _____
Tender ID : _____

Name of Tender / Work: - _____

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)