



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

GT ROAD, KALYANPUR, KANPUR – 208016

UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/RO/CSP/MS/2025/01

Bid Submission End Date: 29.08.2025

TENDER DOCUMENT

For

**“Empanelment of Outsourcing Agencies to supply Manpower and
HR Services across the Institute”**



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR
GT ROAD, KALYANPUR, KANPUR – 208016 (U.P.)

Ref. No.: IITK/RO/CSP/MS/2025/01

Dated: 08.08.2025

NOTICE INVITING TENDER (NIT)

The Indian Institute of Technology Kanpur, Kalyanpur, Kanpur - 208016 invites online bids (Technical bid and financial bid) from eligible, experienced, and reputed firms for “**Empanelment of Outsourcing Agencies to supply Manpower and HR Services across the Institute**” on payment of monthly lump sum composite charges for number of personnel to be deployed as per the departmental estimate, as per Govt. of India prescribed rates separately indicating (a) GST component as applicable and (b) Service Charges of the agency.

The tender Documents may be downloaded from the Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or the website of the IIT Kanpur (<https://iitk.ac.in/new/tenders-notice>). Aspiring Bidders who have not enrolled/registered in the e-procurement portal should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to follow the instructions provided at ‘**Instructions for bidders.**’

The bidders can access tender documents on the website (for searching in the CPP Portal, kindly go to the Tender Search option and type ‘IIT’. Thereafter, click on the “GO” button to view all IIT Kanpur tenders). Please select the appropriate tender, fill it with all relevant information, and submit the fully filled tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given on the next page.

Assistant Registrar

Central Stores & Purchase Section,
Indian Institute of Technology Kanpur
Kanpur 208 016, India
Ph. No.: 0512- 679 7384

SCHEDULE OF TENDER

Tender Ref. No. & Date	IITK/RO/CSP/MS/2025/01 Date 08.08.2025
Brief Description of Tender	Empanelment of Outsourcing Agencies to supply Manpower and HR Services across the Institute
Tender Type	Open Tender
Date of Issue/Publishing of NIT	08/08/2025 (17:00 Hrs)
Document Download Start Date	08/08/2025 (17:00 Hrs)
Document Download End Date	29/08/2025 (17:00 Hrs)
Last Date and Time for Uploading of Bids	29/08/2025 (17:00 Hrs)
Date and Time of Opening of Technical Bids	01/09/2025 (11:00 Hrs)
Earnest Money Deposit (EMD)	₹ 4,00,000.00 (Four Lakh Rupees only) (To be paid in favor of " The Registrar, IIT Kanpur ", payable at Kanpur only)
Note: <ol style="list-style-type: none"> The EMD is to be submitted at the address given below. Bids without EMD will be summarily rejected. IIT Kanpur will provide exemption from submission of the EMD to those who are registered with MSE, NSIC or start-ups as recognized by DPIIT for the tendered item/services. However, proper and valid documents in this regard must be submitted by the bidders for availing the exemption. Traders, resellers, distributors, and authorized agents are not eligible to avail of benefits under the Public Procurement Policy 2012 for MSEs, as per the MSME guidelines issued by MoMSME. Only manufacturers of goods and service providers are eligible for exemption from EMD under the MSE category. 	
No. of Covers (1/2) (i.e., Cover 1 – Technical Bid and Cover 2 – Financial Bid)	Two (02)
Bid Validity Days	120 days (From the last date of opening of tender)
Pre-Bid meeting	<p>A Pre-bid meeting will be held on 18.08.2025 at 11.30AM in the Conference Room (Level 1) of the Faculty Building Annex, IIT Kanpur, for technical discussion/ queries related to the requirement.</p> <p>The bidders interested to attend the Pre-bid meeting online should request for attending the said meeting by mailing the same at eprocure@iitk.ac.in. Bidders will attend the meeting at their own cost if they desire.</p>
Contact Persons	Assistant Registrar, Central Stores & Purchase Email: eprocure@iitk.ac.in Tel: 0512-259-7214, 2617, 7384

SCOPE OF WORK

The Institute manages the affairs of research and consultancy work done by the 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)/Officer-in-Charges. As such, the empanelled Firms/Agencies shall be supposed to fulfill the requirement of each individual project under different department/section/unit whenever any contract is awarded to, or work order/requirement is placed with them during the contract period.

- (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 and other departments 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 or any other department in the Institute, and further to deploy the 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 carryout/perform all jobs required under the projects as per the instructions /guidance of the Project Investigators/Officer-in-Charges 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 fides 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) as required under various Acts/Statutes/Government or Institute orders etc.
- (i) 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.
- (j) The tentative number of total manpower that may be required at the maximum to be deployed under various departments/sections/units and other assignments would approximately be 500 to 700. As per the requirement of the institute the deployment will be distributed among the empaneled vendors.

MINIMUM ELIGIBILITY CRITERIA/PRE-QUALIFICATION CRITERIA
(Bids not meeting the minimum eligibility criteria shall be summarily rejected)

1. The agency submitting the bid must be a Company/Firm registered with the Registrar of Companies/Registrar of Firms and Societies and /or under any other Act(s) with the respective authority (ies) appointed under the relevant Act(s).
2. PAN Card [in the name of bidder/agency or proprietor]
3. Registration under EPF and MP Act 1952
4. ESI Registration under the ESI Act 1948
5. Registration under the CL (RA) Act, 1970
6. GST Registration.
7. Have been in contractual service for the manpower supply business continuously during the preceding five years in IITs/IIMs/NITs/IIITs or any other Government Organization.
8. Minimum 300 personnel have been on their daily payroll during the last three financial years, i.e., 2022-23, 2023-24, and 2024-25.
9. The bidder must have successfully executed/completed similar Services (“supplying of Manpower Services”), over the last three years, i.e., 2022-23, 2023-24, and 2024-25.
 - (i) Have at least three (03) contracts/work orders for providing the services of manpower supply 80 manpower at a time; or
 - (ii) Have at least two (02) contracts/work orders for providing the services of manpower supply 120 manpower of each contract at a time; or
 - (iii) Have at least one (01) contract/work order for providing the services for providing at least 240 personnel at a time.

Relevant past contracts/Work orders, in compliance with essential requirements, and corresponding satisfactory client reports must be submitted.
10. Audited average annual turnover for the three financial years i.e., 2021-22, 2022-23 and 2023-24 should not be less than Rs. 10,00,00,000.00 (Ten Crores only) in related services.
11. The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESIC authorities.

Further, no past contract of such agency should have been terminated in the past 03 years on account of violation of laws, deficiency of services, or breach of contract.
12. The integrity pact as per the Annexure-XIII.
13. The bidder should follow the minimum wage rates as per the directives issued by the Government of India from time to time.

TECHNICAL BID DOCUMENTS
(To be submitted as a part of the Technical Bid on company letterhead)

Bidder's Name: _____

Address and Contact Details: _____

Tender Ref. No. _____ Tender Title: _____

Sl. No.	Description (Mandatory Compliance)	Submitted (Yes/No)	Page No.
1.	Details about the organization as per Annexure-I .		
2.	Company Incorporation Registration Certificate		
3.	Registration Certificate under EPF and MP Act 1952		
4.	Registration Certificate under the ESI Act 1948		
5.	Registration Certificate under the CL (RA) Act, 1970		
6.	GST Registration Certificate, PAN Card, and so on shall be provided with the bid document.		
7.	The bidder must submit proof of the EMD deposited.		
8.	Have been in contractual service for the manpower supply business continuously during the preceding five years in IITs/IIMs/NITs/IISER/NISER or any other Government Organization. Supporting documents with successful client reports should be submitted as per Annexure-II.		
9.	<p>The bidder must have successfully executed/completed similar Services ("supplying of Manpower Services"), over the last three years, i.e., 2022-23, 2023-24, and 2024-25.</p> <p>(i) Have at least three (03) contracts/work orders for providing the services of manpower supply of 80 manpower at a time; or</p> <p>(ii) Have at least two (02) contracts/work orders for providing the services of manpower supply of 120 manpower at a time; or</p> <p>(iii) Have at least one 01 contract/work order for providing the services to at least 240 personnel at a time.</p> <p>Relevant past contracts/Work orders, in compliance with essential requirements, and corresponding satisfactory client reports must be submitted as per Annexure-III.</p>		
10.	A minimum of 300 personnel has been on their daily payroll during the last three financial years, i.e., 2022-23, 2023-24, and 2024-25. A list of the payroll is to be attached to the technical bid documents as per Annexure-IV .		

11.	The Bidder shall enclose the declaration of local content as per Annexure-V.		
12.	An OSP self-declaration certificate is required from the Original Service Provider, if any.		
13.	Audited Average Annual turnover for the three years, i.e., 2021-22, 2022-23, and 2023-24, should not be less than Rs. 10,00,00,000.00 (Ten Crores only) in related services as per Annexure-VI. The Tenderer shall enclose the CA Certificates/Audited Statement.		
14.	The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESIC authorities. Further no past contract of such an agency should have been terminated in the past 2 years on account of violation of laws or deficiency of services or breach of contract. (An undertaking to this effect must be submitted by the bidder that the firm has not been suspended or blacklisted by any Govt. Organization in the past or as on the date of bidding) as per Annexure-VII.		
15.	The Declaration/Undertaking for accepting the terms and conditions of the tender must be provided by the supplier as per Annexure-VIII.		
16.	The Bidder shall submit a compliance certificate (Class of Country) as per Annexure-IX.		
17.	Bank Solvency Certificate up to Rs. 1,50,00,000.00 (One Crore Fifty Lakhs only) as per Annexure-X.		
18.	Integrity pact as per Annexure-XIII shall be provided with the bid document mandatorily.		
19.	Other Statutory Registration/Licenses, if any.		
20.	Authority/Resolution in favour of the person signing the bid on behalf of the firm.		
21.	Other documents, if any, as provided elsewhere in the Tender document or deemed necessary.		

NOTE:

1. Attach all relevant documents in the same serial order as above, adequately indexed and duly signed.

2. The condition of prior turnover and prior experience cannot be relaxed for the MSE and the Start-ups (as defined by the Department of Industrial Policy and Promotion). However, IIT Kanpur will provide exemption from submission of the EMD to those who are registered with MSE, NSIC or start-ups as recognized by DPIIT for the tendered item/services. A valid documents in this regard must be submitted by the bidders for availing the exemption.
3. **Non-submission of any of the documents mentioned above in the technical bid document, the bid shall be treated as technically disqualified.**
4. The Financial Bid/Price bid of that company/firm only will be opened, which does technically qualify, for further consideration.

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

FINANCIAL BID

1. The bidders are advised to quote their rates, i.e. the price schedule for each item and service charges on BOQ Form.
2. The Institute does not bind itself to accept the lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason whatsoever, and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Institute's action.
3. However, if the prescribed minimum wages are revised by the Government of India, which is the Central Government in respect of this Institute, the Agency shall be bound to revise the wages of the personnel accordingly. The net difference caused due to any upward revision of minimum wages, vis-à-vis the wages applicable on the date of submission of tender, shall be reimbursed to the agency over and above the original contract amount, subject to the production of proof of disbursement of wages at the revised rates.
4. In addition to the BOQ form (.XLS), the price bid as per the **Annexure-XII** should be uploaded in PDF form in the financial cover. The bid on the Price Schedule shall not contain corrections, erasures, or overwriting except where it is absolutely necessary to correct errors made by the bidder. Such corrections, etc., shall duly be signed and attested by the person or persons signing the bid.
5. **The Bidders are required to include a service charge of not less than 3.85% in their quotes as per the rules. If any bidders submitted their service charges less than the aforesaid charge, the bid is liable to be rejected.**
6. The currency of all quoted rates shall be Indian Rupees. All payments shall be made in Indian Rupees.

SPECIAL AND COMMERCIAL TERMS AND CONDITIONS

(Bids not meeting the minimum eligibility criteria shall be summarily rejected)

1. Restrictions/ Prior Registration on Entities from a Class of Countries:

- 1.1 **Requirement of registration:** Rule 144 of GFR, 2017, has been amended to include a new sub-para (xi) as follows:

“Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.”

- 1.2 Detailed provisions in this regard have been notified by the Department of Expenditure's OM No. F.7/10/2021-PPD (1) dated 23.02.2023.

https://doe.gov.in/files/circulars_document/Order_Public_Procurement_N_o_4_Restrictions_under_Rule_144_xi_of_the_General_Financial_Rules_GFRs_2017_0.pdf

- 1.3 **Clarification regarding the applicability of restrictions under the above Rule:**

- a) The proprietary purchases are not excluded from the provisions of Rule 144 (xi) of GFR, 2017.
- b) The rule is applicable to all purchases irrespective of the order value.
- c) Sub-contracting is not permitted by any contractor to a contractor from a country sharing a land border with India unless registered with the competent authority. However, it is to be noted that procurement of raw materials, components, subassemblies, etc., does not constitute subcontracting. In case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries that share a land border with India, such vendor will be required to be registered with the Competent Authority as per the provisions of Rule 144 (xi) of GFR, 2017.
- d) There is no bar on the contractor from procuring raw material from a firm that has been acquired by another firm belonging to a country that shares a land border with India.
- e) Contract Manufacturing outside India: If the bidder is getting the subject product manufactured outside India, this is treated as contract manufacturing, and beneficial ownership of the actual manufacturing entity must be verified. If the actual manufacturer does not meet the beneficial ownership criteria – then the bidder must submit DPIIT registration of such manufacturer to participate in the procurement.
- f) The hiring of Services: Suppose a Bidder (Indian/Foreign) who is not from a country sharing a land border with India offers services to a procuring entity by arranging equipment from another company.

Note:

1. *A person who procures and supplies finished goods from an entity from a country that 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 for the purpose of this Order.*
2. *However, a bidder who only procures raw material, components, etc., from an entity from a country that shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.*

2. Make in India Orders (Local Content)

If the bidder claims that the bid contains local content (MII) of 20% or more, they are required to submit a detailed price break-up of the listed items at the time of the financial bid. This break-up should specify the total value of the quoted items (excluding net domestic indirect taxes) and the value of imported content (including all customs duties). Supporting documents must also be provided during delivery, such as the commercial invoice, bill of entry for imported items, and tax invoice for indigenous items. Non-compliance may result in a penalty of 10% of the contract value, in accordance with the MII OM No. P-45021/ 12/2017-PP(BE-II)-Part (4) Vol. II dated 19th July 2024 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled **Annexure-V** for the same).

Also, as per DPIIT, Ministry of Commerce and Industry vide OM No. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021, bidders cannot claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

3. Indemnification:

- (a) The Agency shall be responsible for all injuries and accidents to personnel employed by them and to fulfill all obligations laid down in the Workmen's Compensation Act 1923. The Institute shall be wholly immune and indemnified against any claims whatsoever filed in this behalf. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.
- (b) In the event of any loss being caused to the Institute on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on an actual basis.

4. Statutory Compliances:

- (a) The Agency shall be fully responsible for all Statutory obligations towards taxes, fees, all relevant and applicable Labour laws, Govt. Rules & Regulations in force related to Salary, Statutory payments, ESI and EPF etc. for execution of the contract.

- (b) The personnel deployed by the Contracting agency shall not be treated as the Institute's staff for any purpose whatsoever. The Agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable to any penalty under relevant rules, enactment or related regulations for which the Agency is responsible under the law.
- (c) As per Rule 71 of The Contract Labor (Regulation & Abolition) Act, 1970, notices showing the wage period and the place and time of disbursement of wages shall be displayed & a copy is to be sent to the Institute periodically. Copy of the payment advice sent to the bank for salary disbursement with bank's acknowledgement is to be submitted monthly to the Institute.
- (d) The Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. The Minimum Wages Act 1948, The Payment Of Wages Act 1936, The Contract Labor (Regulation & Abolition) Act, 1970 and as amended from time to time and all other labour enactment at his own risk and cost in respect of all staff employed by him and keep the Institute indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc..
- (e) Half-yearly return to be sent by the Agency in duplicate to the licensing officer not later than 30 days from the close of half-year in Form XXIV under Rule 82 of the Act, 1970. One copy of the return is to be submitted to the Institute.

5. Arbitration:

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- (b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such a person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties' consent to this effect, failing which the Arbitrator shall be entitled to proceed de novo.
- (c) It is a term of the contract that the party invoking arbitration shall specify all Disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
- (d) The venue of arbitration shall invariably be at Kanpur Nagar.
- (e) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

6. Penalty Provision:

- (a) For poor and unsatisfactory performance, appropriate action as deemed fit under the contract shall be imposed on the recommendation of the Concerned

Department/Section/Unit of IIT Kanpur and the decision of the Director shall be final and binding on the Agency.

- (b) The Institute shall have authority to impose penalty on the recommendation of the Director, on any personnel, on duty found under the influence of any drug or intoxicants or found guilty of misconduct or found to claim false attendance and shall take such other action as may be required under the circumstances:
 - (i) In case any of personnel deployed under the contract is (are) absent or fails to report in time and Agency is unable to provide suitable substitute in time, a penalty of Rs. 2000/- for each personnel absent on that particular day will be levied by IIT Kanpur and the same shall be deducted from the Agency's bill.
 - (ii) In case any complaint is received attributable to misconduct/misbehavior of Agency's personnel, a penalty of Rs. 2000/- for each such incident shall be levied and the same shall be deducted from the Agency's bill. Further the Agency's personnel concerned shall be removed from the IIT Kanpur system immediately.
- (c) In case the Agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT Kanpur reserves the right to impose the penalty as appended below:
 - (i) 1 % per week of cost of order/agreement, up to four weeks of delay.
 - (ii) After a delay of four weeks, IIT Kanpur reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other Agency(s). The defaulting Agency shall be blacklisted for a period of 2 years, and its Performance Security deposit may also be forfeited, if so warranted, and / or;
 - (iii) The clause 11 of the special and commercial terms & condition will be invoked by the Director of the Institute.
- (d) The personnel engaged must be disciplined yet courteous in dealing with the Faculty/ Officers/ Staff/ Students etc. IIT Kanpur shall have the right to have any personnel removed in case of tenable complaints from Faculty/ Officer /Staff/ Students. The Agency will have to arrange a suitable replacement in all such cases within 24 hours of intimation by the Concerned Department/Section/Unit of the IIT Kanpur, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IIT will be imposed.

7. Confidentiality:

- (i) It is understood between the parties hereto that during the course of business relationship, the Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever.

(ii) The contractor is responsible to take undertaking / consent of the deployed manpower for maintaining the secrecy of jobs performed in the institute at various research departments.

8. Severability: If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that it effects the intent of the parties, and the remainder of this Agreement shall continue to be in full force and effect.

9. Caption: The various Captions used in the document are for the organizational purposes only and may not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director, shall prevail.

10. Force Majeure: As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (03) Days, the Contractor shall give notice and full particulars in writing to the IIT-K 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.

11. Termination:

(a) The Institute shall at any time be entitled to determine and terminate the contract without assigning any reason and without compensation thereof. A notice in writing from the Institute to the Agency shall be issued giving 30 (thirty) days' time for such termination. No compensation will be paid on account of the termination. If the agency wants to terminate the contract; then the Agency shall issue a notice giving 03 months' time to the Institute in writing by assigning the reasons for termination of the contract.

(b) Termination of the contract shall not relieve the Agency from any of its obligations imposed by the contract with respect to the work performed by them prior to such termination.

(c) In case of termination of the contract, IIT Kanpur reserves the right to get the work done by deploying other Agency(ies). Cost incurred for the above will be recovered from the Agency's bill & Security Deposit.

(d) The Agency shall be wholly responsible regarding the minimum wage payment. As and when the minimum wages rate is changed by the Govt. of India, the Agency shall pay the revised rate to his personnel as on the date and shall apply for reimbursement of the expenditure by raising a bill. In addition to the monthly salary, the Agency shall also have to extend statutory benefits provided under Employees Provident Fund & Misc. (Prov.) Act, 1952, Employees State Insurance Act, 1948 and other benefits in terms of the applicable Labour Laws. Failure to do so would be liable to termination of the contract immediately.

(e) The institute has the right to terminate this agreement. If the agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

- (f) The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

12. Discretion of the Institute:

- (a) The Director, IIT Kanpur, reserves the right to accept or reject partly or wholly any tender without assigning any reasons whatsoever, and the decision of the Director shall not be subject to any challenge in any manner, nor would the bidders be entitled to any claim in this regard.

13. 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.

14. Governing Law: The tender shall be governed by the law of India for the time being in force.

15. Jurisdiction: All questions, disputes, or differences arising under, out of, or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued i.e. Jurisdiction at Kanpur Nagar. Acceptance of this effect is also necessary at the time of opening of the Technical Bid.

17. Integrity Pact (IP):

- (a) The Integrity Pact shall be applicable for all tenders valued above Rupees one (1) crore.
- (b) The Integrity Pact shall be part of the tender documents / Bid documents / Contract
- (c) The IP is implemented through a Panel of Independent External Monitors (IEMs) appointed in consultation with the Central Vigilance Commission. The following two IEMs have been appointed in the IIT Kanpur:
- (i) Shri Ranvir Singh, IEM1@iitk.ac.in
- (ii) Shri P. V. V. Satyanarayana, IEM2@iitk.ac.in
- (d) All bidders must upload a signed soft copy of the Integrity Pact with their technical bid documents for tenders over ₹1 crore. The signed copy of the Integrity Pact is placed at **ANNEXURE-XIII** with this tender document.
- (e) Only the successful 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. The unsigned IP can be downloaded from the website of the Institute. The link is as follows:

<https://www.iitk.ac.in/centralstores/>

- (f) If the Bidder(s) does not submit the signed copy of the IP with the Technical Bid documents, the Bid will not be considered for evaluation.

GENERAL TERMS AND CONDITIONS

1. Bid Security (BS)/Earnest Money Deposit (EMD): Rs. 4,00,000.00 (Four Lakh Rupees only)

- 1.1 The bidder must provide a Bid Security (BS) or Earnest Money Deposit (EMD) in the amount specified in the Notice Inviting Tender (NIT). This should be in the form of a Bank Guarantee (including e-Bank Guarantee) or Banker's Cheque or Demand Draft (DD) issued by a Scheduled Commercial Bank or Nationalized Bank in favour of the Registrar, IIT Kanpur.

The Account details of the Institute are as follows:

Sl. No.	Particulars	
1.	Name of the Account holder	Registrar IIT Kanpur
2.	Bank Name	State Bank of India
3.	Branch Name	IIT Kanpur Branch
4.	Bank Account Number/IBAN	10426002137
5.	IFS Code	SBIN0001161
6.	SWIFT Code	SBININBB499
7.	9 Digit MICR code	208002041

- 1.2. e-bids submitted without EMD shall be rejected. No interest is payable on BS/EMD.
- 1.3 The EMD is required to protect the Purchaser from risks associated with the bidder's conduct that may warrant forfeiture.
- 1.4 Bank Guarantee (BG): Issued by a Nationalized/Scheduled Commercial Bank or Foreign Bank operating in India, valid for at least 45 days beyond the bid validity period. BGs issued by foreign banks must be confirmed by a Nationalized/Scheduled Indian Bank.
- 1.5 Submit the original EMD or bid-securing declaration to the specified address before the bid submission deadline.
- 1.6 Upload a scanned copy of the EMD along with the e-bid. Ensure the envelope enclosing the EMD is clearly labelled with the tender number and relevant details.
- 1.7 The EMD of the unsuccessful bidder will be discharged/returned as promptly as possible, but positively within a period of 30 days of the declaration of the result of the first stage, i.e., technical evaluation, without any interest.
- 1.8 The EMD of the successful bidder will be released upon submission of the Performance Security without any interest. Alternatively, if the EMD is submitted via Demand Draft or Banker's Cheque, it may be adjusted against the Performance Security.
- 1.9 The submission of the EMD or the Bid Securing Declaration prior to the specified bid submission deadline is a mandatory requirement. Failure to receive the EMD or Declaration within the stipulated timeframe will result in the bid being rejected.

1.10 The EMD may be forfeited If the Bidder withdraws, amends, modifies, impairs, or derogates their bid during the bid validity period specified on the Bid Form; (OR) In the case of a successful bidder, if the bidder fails to provide order acceptance within 15 days of receiving the order, fails to sign the contract, and/or fails to submit the Performance Security within 21 days from the date of the contract/order.

1.11 **Exemptions for MSEs:**

- (a) Micro and Small Enterprises (MSEs) registered under specified agencies are exempted from paying EMD as per the Public Procurement Policy for MSEs Order, 2012, along with their subsequent amendments.
- (b) Valid registration documents must be submitted to avail of this exemption.
- (c) The MSE bidder must ensure that the goods and services specified in their MSE certificate correspond to the goods and services required as per the tender.
- (d) Traders, resellers, distributors, and authorized agents are not eligible to avail the benefits under the Public Procurement Policy 2012 for MSEs, as per the MSME guidelines issued by MoMSME. Only manufacturers of goods and service providers are eligible for exemption from EMD under the MSE category. Traders are excluded from this provision.

2. Disqualification of the Tender:

The tenders are liable for rejection in the following circumstances:

- (a) If they are not in line with the terms and conditions of this tender notice
- (b) Conditional quotations
- (c) Incomplete tenders
- (d) Tenders without EMD and/or Bid Security Declaration
- (e) Tenders submitted through Fax or e-mail
- (f) If two-bid system is not followed

3. Entire Agreement: After awarding the contract, an agreement shall be signed by the parties. This Agreement represents the entire agreement between the parties and supersedes all previous or other writing and understandings, oral or written, and any modifications to this Agreement, if required, shall only be made in writing.

4. Amendment/ Modification: The parties can mutually amend this Agreement at any time. However, such amendment shall be effective only when it is reduced to writing and is signed by the authorized representatives of both parties hereto.

5. Waiver: At no time, any indulgence or concession granted by the Institute shall alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this agreement or to exercise any option which is provided herein for requiring at any time, the

performance by the Agency of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

- 6. Duration of Empanelment:** The empanelment will be effective initially for a period of three (03) years and extendable up to one (01) year, subject to appraisal of satisfactory performance and mutual consent of both parties.

7. Award of the Contract:

- (a) After empanelment, the Institute reserves the right to fix the number of deployments of the personnel for each agency as per the marks obtained in the technical evaluation and the contract initially awarded for 01 year and extendable up to three (03) years (01 year at a time), subject to appraisal of satisfactory performance and mutual consent of both parties. In this connection, an agreement should be signed by the both the parties as per the format prescribed by the Institute.
- (b) The firm should have its own Code Numbers under the Employees Provident Fund and Misc. Provisions Act, 1952, and the Employees Insurance Act, 1948. However, after the award of the contract, the agency compulsorily has 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, ESI departments, and any other statutory registrations with the appropriate authority, as per the requirement of the contract, where the EPF/ESI contributions of the employees and the firm shall have to be deposited by it mandatorily. The award of the contract shall be liable for termination/cancellation if it fails to obtain the said Code Numbers from the Kanpur offices of the respective departments.
- (c) The firm should have its GST registration number, however, after the award of the contract, the agency compulsory to seek GST registration of Uttar Pradesh before commencement of the work.
- (c) After award of contract, the Agency should establish own office anywhere in Kanpur nearest to the Institute on its own expenses.

8. Assignment/Subletting:

- (a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract/Work Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract/Work Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.
- (b) The Contractor shall not subcontract any of its obligations under the Contract /WO 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.
- (c) 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/WO.

9. Submission And Verification of Bills:

- (a) The payment of wages and equipment for the services provided by the Agency shall be made on actual deployment.

- (b) The payment for the services under the agreement shall be made on a monthly basis, by electronic transfer to the bank account of the Agency. Payment shall as far as possible, be made within 30 working days after receipt of the bill for each calendar month, along with the requisite details of the daily attendance and other records in support thereof, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.
- (c) The Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
- (d) Payments of the elements like EPF contribution, ESI contribution (wherever applicable) would be paid for the previous month on production of an authenticated document regarding the deposition of statutory elements to the appropriate authority, and a claim for reimbursement shall be made in the succeeding month on production of a valid challan.
- (f) EPF Challan for the personnel deployed at IIT Kanpur should be submitted separately for reimbursement.
- (e) Violation of any provisions of the Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.

10. Performance Security Deposit (PSD):

- (a) The Successful bidder has to submit Performance Security of Rs. 10,00,000.00 (Rupees Ten Lakh only) within 21 days of receipt of the Work Order in favour of the Registrar, IIT Kanpur. The Agency shall furnish performance security in the amount specified above, valid for 60 days beyond fulfilling all contractual obligations. This should be in the form of a Bank Guarantee (including e-Bank Guarantee) or Banker's Cheque or Demand Draft (DD) issued by a Scheduled Commercial Bank or Nationalized Bank.
- (b) The proceeds of the performance security shall be payable to the Buyer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (c) The performance guarantee will be returned to the Agency without any interest after its expiry, subject to fulfillment of all contractual obligations by the Agency.

12. A copy of the acquaintance along with a bank receipt of actual deposit showing the payment to each personnel should be furnished to the concerned department/section/unit, IIT Kanpur, along with the monthly bill.

13. The quotation must be very specific and shall not contain any evasive terms contrary to our terms and conditions.

14. Replacement of any personnel shall be provided within 24 hours from time of intimation as and when required. The decision of the Registrar, IIT Kanpur, will be final in the matter of withdrawal/removal of any of the personnel deployed by the

Outsourcing Agency and shall be binding on the Agency, and the Agency shall replace such personnel within 24 hours of intimation.

- 15.** The Agency must follow the Central Government wage rates for the categories mentioned in point no. (d) of the scope of work. The Agency that does not follow this will be liable to be rejected.
- 16.** The Agency shall employ only adult-trained staff with good health and a sound mind for providing the services at the Indian Institute of Technology Kanpur.
- 17.** The Agency will be responsible for all its employees observing the regulations and instructions as may be issued by the Institute from time to time.
- 18.** Any change of personnel should be informed to the Registrar/concerned department, IIT Kanpur in advance.
- 19.** In case the property of the IIT Kanpur is damaged or defaced due to misuse or mishandling or carelessness by the Agency or its employees, the Agency will be liable to replace the item at his own cost, or the Institute shall have the right to recover the loss from the Agency's monthly bill.
- 20.** EPF and ESI elements are in accordance with the prescribed rate on minimum wages. Payments of the elements like EPF contribution and ESI contribution (wherever applicable) would be paid for the previous month on production of an authenticated document regarding the deposition of statutory elements to the appropriate authority. ESIC and EPF returns, along with challans, must also be submitted to the Concerned Office Department/Section/Office/Unit on a monthly basis.
- 21.** The Agency shall pay wages directly to the personnel through Bank Transfer by 7th day of every month. Pay-slips shall be given to the individual personnel each month along with the monthly payment. Proper records of the same shall have to be maintained. The Agency shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the personnel. A detailed pay statement must be submitted to the office of concerned office showing monthly payments along with valid proof of Bank transfer.
- 22.** The agency should take an insurance policy for the deployed manpower drawing more than Rs. 21000.00 per month, or the employee should submit the consent for not taking an insurance policy. The expenses incurred for the policy will not be reimbursed by the institute.
- 23.** The contractor should not engage manpower who attained the age of 58 years and above.

INSTRUCTIONS FOR THE BIDDERS

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the CPP Portal.

More helpful information for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal, which is free of cost. As part of the enrolment process, the bidders must choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.

Bidder(s) then log in to the site through the secured log-in by entering their user ID/password and the DSC/e-Token password.

2. SEARCHING FOR TENDER DOCUMENTS

Various search options are built in the CPP Portal to facilitate bidders for searching active tenders using several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the interested tenders, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case any corrigendum is issued to the tender document.

Bidder(s) should note the unique Tender ID assigned to each tender if they want to obtain any clarification/help from the Helpdesk.

3. PREPARATION AND SUBMISSION OF BIDS:

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of the tender.

- (b) The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. The Technical Bid should be uploaded online in Cover-1, and the Financial Bid in Cover-2.

4. TECHNICAL AND FINANCIAL BID:

Signed and scanned copies of the technical bid documents, as under, must be uploaded online on the CPP Portal: <http://eprocure.gov.in/eprocure/app>.

(a) **List of Documents to be scanned and uploaded (Under Cover-1 i.e., Technical Bid) within the period of bid submission:**

- i) Details about the organization as per **Annexure-I**.
- ii) The Company Incorporation Registration Certificate shall be provided with the bidding document.
- iii) Registration Certificate under EPF and MP Act 1952 shall be provided with the bid document.
- iv) Registration Certificate under the ESI Act 1948 shall be provided with the bid document.
- v) Registration Certificate under the CL (RA) Act, 1970 shall be provided with the bid document.
- vi) GST Registration Certificate, PAN Card, and so on shall be provided with the bid document.
- vii) The bidder must submit proof of the EMD deposited.
- viii) Bidders must have 5 years of experience in supplying the same/similar types of services in IITs/IIMs/NITs/IIITs or any other Government. Organization. Supporting documents with successful client reports should be submitted as per **Annexure-II**.
- ix) Relevant past contracts/Work orders, in compliance with essential requirements, and corresponding satisfactory client reports must be submitted as per **Annexure-III**.
- x) Minimum 300 personnel have been on their daily payroll during the three financial years, i.e., 2021-22, 2022-23, and 2023-24. A list of the payroll is to be attached to the technical bid documents as per **Annexure-IV**.
- xi) The Bidder shall enclose the declaration of local content as per **Annexure-V**.
- xii) An OSP self-declaration certificate is required from the Original Service Provider, if any.
- xiii) Minimum Average Annual Turnover of the Bidder- Rs. 10 Crores (Rupees Ten Crores) as per **Annexure-VI**.
- xiv) The Tenderer shall enclose CA Certificates /Audited Statement.
- xv) An undertaking to this effect must be submitted by the bidder that the firm has not been suspended or blacklisted by any Govt. Organization in the past or as on the date of bidding) as per **Annexure-VII**.
- xvi) The Declaration/Undertaking must be provided by the supplier as per **Annexure-VIII**.
- xvii) The Bidder shall submit a compliance certificate (Class of Country) as per **Annexure-IX**.

- xviii) Bank Solvency Certificate of Rs. 1.5 Crores (Rupees One Crore Fifty Lakh only) as per **Annexure-X**.
- xix) Other Statutory Registration/Licenses, if any.
- xx) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
- xxi) Other documents, if any, as provided elsewhere in the Tender document or deemed necessary.

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

(b) **List of Documents to be scanned and uploaded (Under Cover-2 i.e., Financial Bid)** within the period of bid submission:

- (i) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified **“.Xls”** format.
- (ii) The Financial Bid (price-bid) is also to be submitted in the prescribed format given in **Annexure-XI**.

5. BID VALIDITY

- (i) All the Bids must be valid for a period of 120 days from the last date of submission of the tender for execution of the Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- (ii) A bid valid for a shorter period shall be declared as non-responsive.

6. MODIFICATION / SUBSTITUTION/WITHDRAWAL OF BIDS:

- (a) No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid's due Date.
- (b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

7. SELECTION CRITERIA:

- (a) **PHASE-I: Technical Evaluation**
 - (i) Technical evaluation will be done based on the information given in technical bid submitted by the bidders. A bid containing partial, incomplete, unclear superfluous, and unwanted information will be summarily rejected.
 - (ii) The technical declaration must be supported by relevant documents. Discrepancy in relevant supporting documents and technical compliance sheets will lead to rejection of technical bids.
 - (iii) **The bids received that will meet the minimum eligibility**

criteria/pre-qualification criteria will be evaluated as per Annexure-XII. Those bids that did not meet the minimum eligibility criteria shall not be further evaluated and shall be treated as disqualified.

(b) PHASE-II: Financial Evaluation

- (i) Financial bids of technically qualified bidders shall be opened.
- (ii) The Financial evaluation will be purely done based on the total financial implications.
- (iii) Any superfluous, unreasonable asset rate quotes will be summarily rejected.
- (iv) After the opening of financial bids, technically qualified bidders who quote the Lowest Price shall be empaneled, and other agencies agree to match the service charges of the L1 bidder may empanel top 5 bidders (Maximum) or as per the requirement of the institute based on the marks obtained by them in their technical bid evaluation. As such, all the agencies that are duly empaneled shall be bound to abide by all the terms and conditions of the tender document, including signing the contract agreement on this behalf.

8. Tie Break Rule:

If two or more bidders quote the same service charges in their financial bid, the institute may empanel top 5 bidders (maximum) based on the marks obtained by them in their technical bid evaluation.



INDIAN INSTITUTE OF TECHNOLOGY KANPUR
Central Stores & Purchase Section

1. Name of the Company/Agency:
(Attach Memorandum & Articles of Association/Certificate of Registration)
2. 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)
3. List of Directors/Partners with contact details:
4. CIN:
5. Date of Incorporation:
6. Goods & Service Tax (GST) Registration Number:
7. Permanent Account Number (PAN):
8. ESI Registration/Code Number:.....
9. EPF Registration/Code Number & Date :
10. Other Statutory Registrations, if any.....
11. Bank solvency certificates:
12. Technical & Scientific assignment:
13. Non-Technical assignment:
14. Whether the applicant has been issued any notices or complaints from its clients, if yes then provide details:
15. Whether any litigation (including arbitration) in which the Company/Agency or any of its Directors/Partners was involved during the last 5 (five) years, including any current litigation:
16. 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 is 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- II**EXPERIENCE DETAILS**

(On Company / Firm's Letter Head)

Sl. No.	Description of Supply/Work	Name & Address of Customer	PO/WO/ Agreement No. with date	Qty. of Supply / Services provided	Delivery Period	Supporting documents should be attached, such as PO/WO
1.						
2.						
3.						
4.						
5.						

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

ANNEXURE- III

PERFORMANCE REPORT OF CONTRACTS REFERRED IN ANNEXURE-II

Furnish this information for each individual contract from the employer for whom the contract was executed.

1.	Name of the contract and place	
2.	Work Order No./Agreement no.	
3	Annual value of the contract	
4.	Date of start	
5.	Date of completion	
6.	Performance Report	
	a. Quality of service: (Excellent/Very Good/Good /Satisfactory/Poor)	
	b. Resourcefulness: (Excellent/Very Good/Good /Satisfactory/Poor)	
7.	Any Penalty imposed for poor performance	
8.	Any litigation pending	

Note: Attach additional sheets, if necessary.

Date:

Place:

(Signature of Authorized person of
the Client with Organization
seal/rubber stamp)

ANNEXURE-IV**DETAILS OF PERSONNEL ON PAYROLL OF THE AGENCY**

Sl. No.	Category (Highly Skilled/Skilled/Semi-Skilled/Un-Skilled)	Name	Qualification	Professional Experience	Remarks
1	2	3	4	5	6

Note: A statement about EPF contribution deposited should also be enclosed as a proof of their payroll.

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

ANNEXURE-V

DECLARATION OF LOCAL CONTENT

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

(To be given by Statutory Auditor / Cost Auditor / Practicing Cost Accountant/ Practicing Chartered Accountant for tender value more than Rs 10 Cores)

Tender No: _____

Dated: _____

To
The Officer-in-charge,
Store and Purchase
IIT Kanpur- 208016

Sub.: Declaration of Local Content-reg.

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."*

Date:

Yours faithfully,

**(Signature of the bidder
with Official Seal)**

ANNEXURE-VI**FINANCIAL INFORMATION OF THE BIDDER**

(Annual average turnover for the last three financial years)

Tender No: _____ dated: _____

Service 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 a Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

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

1. Income Tax Return
2. Audited accounts of the company for the 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

ANNEXURE- VII

(On Company/Firm's Letterhead)

Tender No: _____

Dated: _____

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/ Company/Organization> intends to submit a proposal in response to the invitation for procurement of “_____”. In accordance with the above, we declare that:

- (a) We are not involved in any major litigation that may affect or compromise the delivery of services as required under this assignment.
- (b) We are not debarred/suspended/blacklisted by any Central/ State Government or any organization of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any fraudulent activities in last 03 years.

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

**DECLARATION/UNDERTAKING FOR ACCEPTING THE TERMS AND CONDITIONS OF
THE TENDER**

(On Company / Firm's Letter Head)

1. I, _____ Son / Daughter of Shri _____
_____ Proprietor/Partner/CEO/MD/Director/Authorized Signatory
of M/s. _____ and competent to sign this declaration and execute this
tender document.
2. Tender ref no: _____ dt: _____. I have carefully read and
understood all the terms and conditions of the tender and hereby convey my acceptance
of the same and hereby undertake to adhere to and comply with the same strictly.
3. The information/ documents furnished along with the above application are true
and authentic to the best of my knowledge and belief.
4. I/we am/are well aware of the fact that furnishing any false information or
fabricated document would lead to rejection of my tender at any stage, besides liabilities
towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is
authenticated, sealed, and signed, and I take full responsibility for the entire document
submitted.

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

ANNEXURE-IX

(Goods/Service Contracts)

(On Company/firm's Letterhead)

Tender No: _____

Dated: _____

CERTIFICATE

I/we have read the clause regarding restrictions on procurement from bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India or matters directly or indirectly related thereto, including national security.

I/we hereby certify that this bidder is not from such a country and is eligible to be considered.

OR (whichever is applicable)

I/we have read the clause regarding restrictions on procurement from a bidder of a country or countries, or a class of countries, on grounds of defence of India or matters directly or indirectly related thereto, including national security; I/we hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority.

I/we also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached with the bid document)

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

(To be submitted on the Bank's Letter Head)

To,

The Registrar
IIT Kanpur
Kanpur -208016

Bank Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address), a customer of our bank, is respectable and should be treated as good for an engagement up to a sum of Rs..... (Solvency amount) only as on..... (Date of Certificate).

This Certificate has been issued without any risk or responsibility on the part of the Bank or any of its officers. This certificate is issued at the customer's specific request.

Yours faithfully,

Bank Officer with designation and seal
For..... Bank

ANNEXURE-XI**PRICE - BID**

Sl. No.	CATEGORY	PER/WORKERS (Rates as of 01.04.2025)
(a)	(b)	(c)
1	Highly Skilled	As per the Minimum Wages Act, 1952
2	Skilled	
3	Semi-Skilled	
4	Un-Skilled	
5	Total	
6	*Profit Margin/Service/Overhead Charges of the Service Provider (%) (To be quoted by the Service Providing Agencies as Financial Bid).% of total amount, i.e. 5 (f)
7	Total	
8	EPF 12.5% or actual, including EDLI Charges (To be paid by this Institute)	
9	ESI 3.25% or actual (To be paid by this Institute)	
10	GST 18% or actual (To be paid by this Institute)	

Note:

1. The Bidders are required to include a service charge of not less than 3.85% in their quotes as per the rules. If any bidders submitted their service charges less than the aforesaid margin, the financial bid shall not be considered for further process and summarily rejected.
2. The payment to the deployed manpower will be paid as per the Minimum Wages Act and order of the Govt. of India issued from the time to time.

ANNEXURE-XII

EVALUATION SHEET
CRITERIA FOR EVALUATION OF TECHNICAL BIDS

Name of the bidder: _____

TOTAL 100 Marks

Sl. No.	Description	Maximum Marks	Documentary proof attached at page no.	Marks	Marks Obtained (For office use Only)
1.	Structure of the Agency	05			
	Limited Agency or Corporation			05	
	Partnership Agency			03	
	Proprietary Agency			02	
2.	Assessment of average turnover for similar services for the preceding three financial years on the basis of audited balance sheets and certificates of ITRs	10			
	Above Rs. 25 Crores			10	
	Above Rs. 20 Crores up to 25 crores			08	
	Above Rs.15 Crores up to 20 crores			06	
	Above Rs. 10 Crores up to 15 crores			04	
	Rs. 10 Crores			02	
3.	Total workers continuously on their payrolls during the last three financial years.	10			
	601-700 workers			10	
	501-600 workers			08	
	401-500 workers			06	
	300-400 workers			04	
4.	Experience of Similar Services in Central Government / State Govt. / Central Autonomous / Central Public-Sector Undertakings	10			
	09 years or above			10	
	08 years or above and below 09 years			08	
	07 years or above and below 08 years			06	
	06 years or above and below 07 years			04	
	05 years or above and below 06 years			02	
5.	Experience in providing Similar Services to Educational Institutions.	10			
	Central Govt./CFTIs			10	
	State Govt./Other Govt. Entities			08	
	PSUs			06	
6.	Past Performance for successfully executed /completed similar Services ("supplying of Manpower Services"), over the last three years, i.e., 2022-23, 2023-24, and 2024-25. (i) Have at least three (03) contracts /work orders for providing the services of manpower supply of 80 manpower at a time; or (ii) Have at least two (02) contracts/work orders for providing the services of manpower supply of 120 manpower at a time; or (iii) Have at least one 01 contract/work order for providing the services to at least 300 personnel at a time.	05		05	
	Total Marks (TS)	50			

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:-

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

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

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

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
 - (b) Mr. P.V.V. Satyanarayana, 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


 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.

