INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

GT ROAD, KALYANPUR, KANPUR – 208016

UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/CSP/BSBE/2026-27/32

[Global Tender Enquiry]

TENDER DOCUMENT

For

“Purchase of Drug Discovery Suite”

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SCHEDULE OF TENDER

Tender Ref. No.	IITK/CSP/BSBE/2026-27/32
Date	13-11-2026
Brief Description of Tender	Durg Discovery Suite
Quantity	01
Tender Type (Open/Limited/Single/Global)	Global Tender
Date of Issue/Publishing of NIT	As per CPP Portal
Document Download Start Date	
Document Download End Date	
Last Date and Time for Uploading of Bids	
Date and Time of Opening of Technical Bids	
Bid Security (BS) or Earnest Money Deposit (EMD)	₹ 6,60,000/- (To be paid in favor of "The Registrar, IIT Kanpur", payable at Kanpur only)
Note: 1. The EMD is to be submitted at the address given below. Bids without an EMD will be summarily rejected. 2. Exemption from EMD submission will be applicable to those who are registered with MSE, NSIC, or start-ups as recognized by DPIIT for the tendered Goods and Services. Valid documents in this regard must be submitted by the bidders for availing the exemption. **3. 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 submission under the MSE category.**	
No. of Covers (1/2) (i.e., Cover 1 – Technical Bid and Cover-2 – Financial Bid)	2 (Two)
Bid Validity Days	120 days (From the last date of opening of tender)
Performance Security	**You are required to deposit 4%** of the Contract Value should be deposited to the Institute in shape of Account Payee Demand Draft (DD) / FDR / e-Bank Guarantee /Bank Guarantee to be paid in favor of "**The Registrar, IIT Kanpur**", payable at Kanpur only to the below-mentioned address.
Technical Clarification, if any	Prof. Appu Kumar Singh Department of BSBE Email: singhappu@iitk.ac.in Tel: 0512-259- 2142
For Other Clarification, if any	GeM-CPPP Unit (Central Stores & Purchase) Email: eprocure@iitk.ac.in Tel: 0512-259-7035

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

TECHNICAL SPECIFICATIONS

FOR

Procurement of Durg Discovery Suite (Quantity: 01)

Tender Ref. No. IITK/CSP/BSBE/2026-27/32 Dated: 13-11-2026

(A) Technical Specifications:

Sl. No.	
1.	The system is considered as a drug discovery suite based on SPR/molecular interaction analysis technology
2	The system is capable of monitoring bio-molecular interactions in real time and provides hit-confirmation, affinity ranking, kinetic characterization, epitope/binning studies, small molecule and biologics screening, biosimilar or comparability assessment and lead optimization.
3	The system has no lower molecular weight limit for detection.
4	The system can provide ka (on rate) of up to 3 × 109 M-1 s-1, kd (off rate) of 10-6 to 1 s-1 and KD (equilibrium kinetics constant) after complete analysis of the raw data.
5	The system has operating analysis temperature range of 25-37 oC, however the sample storage compartment temperature is 4-37 oC.
6	The system has six flow cells or channels for multiple ligands with provision of automatic and real time reference subtraction.
7	The system has short term noise < 0.03 RU (RMS) and baseline drift < 0.3 RU/min and blank subtracted baseline drift < +/-0.003 RU/min.
8	The system has fully automated sample handling/sample injection to the surface using microfluidics and automated injections in user selectable flow rates from 1-80 µl/min.
9	The system has sample injection volume of 1-350 µl.
10	The system has sample refractive index range of 1.33 to 1.39
11	The system can run continuously and unattended for at least 65 hrs.
12	The system can generate high-quality kinetics data with ligand immobilization below 20 RU or Rmax of 5 RU to avoid avidity effects
13	The system has provision of running buffer scouting of more than 50 buffers in one assay through specialized 1-2-1 injections.
14	The system can perform automated recovery of bound analyte from the sensor chip after interaction for further analysis

15	The system has inbuilt methods and method developer for easy programming through control software.
16	The system has provision to keep minimum 2 numbers of 96 or 384 well plates (normal, and deep-well) and around 20 to 40 sample vials
17	The system has option for 21 CFR Part 11 compliance documentation support
18	The system is compliant with CE and FCC certifications.
19	The system can perform kinetics assay using a multicycle approach.
20	The system can perform single cycle kinetics in addition to multiple cycle kinetics without changing hardware.
21	The system can provide absolute concentrations of interacting proteins/biomolecules and is sensitive enough to enable detection down to 1 pM of sample.
22	The system can screen, and rank minimum of 768 compounds based on their dissociation rates of interaction and can perform binding level screening and clean screen of organic compounds as well.
23	The system has the possibility to perform epitope binning experiments along with dual injections and analyze the data of epitope binning.
24	The system has in-built software to do parallel line analysis and determine EC50, IC50 or % relative potency values compared to standards.
25	The system has the capability to do multi-complex formation by sequential injection of three to five solutions without any time gaps.
26	The system has specialized injections to study the effect of inhibitors in binding of two biomolecules
27	The system has capability to study interactions of ternary complexes or protein complexes formed by multivalent molecules.
28	The system has SQL server-based data handling and storage and comes with SQL Server Express 2022 for local database setup.
29	The system comes with at least 1 additional micro fluidics cartridge for precision delivery of samples
30	The system comes with enough necessary buffers and reagents of various types and accessories for smooth functioning.
31	The system comes with at least 20 qty of 3-dimensional sensor surfaces coated with common carboxy methylated dextran matrix.
32	The system comes with at least 6 qty of 3-dimensional sensor surfaces coated with dextran matrix containing nitrilotriacetic acid groups for capture and immobilization of His-tagged biomolecules through metal ion chelation.

33	The system shall be supplied with at least 10 qty of 3-dimensional sensor surfaces coated with a carboxymethylated dextran matrix pre-immobilized with streptavidin for high-affinity capture of biotinylated molecules.
34	The system comes with kit to enable chemistry to attach different proteins to sensor surface using free amine groups.
35	The system comes with routine maintenance kit containing essential consumables and reagents required for periodic servicing.
36	The drug discovery suite is covered with two years of dedicated in-house manpower support for proper handling of SPR/molecular interaction analysis technology.
37	The system comes with training and application support kit containing reagents and materials.
38	The system comes with 03 years of standard warranty.
39	For operating the system, the system comes with a computer with required operating system and storage and compatible UPS.

(B) Delivery Period : 90 days

(C) Delivery Location : Central Stores & Purchase, IIT Kanpur (U.P.)

(D) Installation Period : -

(E) Warranty : 36 Months

(F) Requirement of AMC/CMC : No

(If yes, please provide period of AMC/CMC) : **____ years** (Post Warranty period)

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

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

Sl. No.	Particular		Description
1.	**Registration Certificate(s)**	:	The bidder shall submit, along with the bid documents, the Certificate of Incorporation and, where applicable, valid certificates issued under Udyam Registration, NSIC, or DPIIT recognition as a Start-up, along with PAN, GST registration certificate, and other relevant statutory documents.
2.	**Integrity Pact**	:	The bidder shall submit the Integrity Pact as per **Annexure-I**. https://www.iitk.ac.in/centralstores/data/Int_Pact_25082026.pdf
3.	**Earnest Money Deposit (EMD)**	:	The bidder must submit proof of EMD deposited.
4.	**Past Experience**	:	The Bidder or its OEM should have regularly manufactured and supplied the same or similar category of goods and provided AMC/CMC services for the same or similar category of goods to IITs/NITs or any other Government / reputed organizations for the last 3 years from the date of bid opening. Documentary evidence, along with reports/certificates from successful clients, shall be submitted in the prescribed format as per **Annexure-VI**. Prior experience may be relaxed for MSEs and start-ups, depending on nature of goods to be purchased as per Govt. orders issued from time to time. Supporting documents have to be submitted by the bidder along with the bid document.
5.	**Past Performance**	:	At least 01 (One) offered version or model of goods should have been in successful operation in the last 03 years from the date of bid opening. **Relevant past purchase orders, in compliance with technical requirements, and corresponding satisfactory client reports must be submitted.**
6.	**Declaration of Local Content**	:	The Bidder shall enclose the declaration of local content as per **Annexure-IV**.
7.	**OEM Authorization / OEM Certificate**		OEM authorization as per **Annexure-V.** OR An OEM self-declaration certificate is required from the manufacturer.
8.	**Annual average turnover for the last three financial years**	:	**a.** Minimum Average Annual Turnover of the Bidder- Rs. **1.1 Cr** as per **Annexure-VII (A).** **b.** OEM Average Turnover - **Rs. 8.8 Cr** as per **Annexure-VII (B)**. The Tenderer shall enclose CA Certificates /Audited Statement as per **Annexure-VII (A) and VII (B), as the case may be.**
9.	**Non-debarment certificate**	:	The bidder should not have been debarred by any government. Organization. (An undertaking to this effect must be submitted by the bidder that the firm has not been debarred by any Govt. Organization in the past 2 years or as on the date of bidding) as per **Annexure-VIII**.
10.	**Declaration / Undertaking for accepting the terms and conditions of the tender**		The Declaration/Undertaking must be provided by the supplier as per **Annexure-IX**.
11.	**Class of Country Compliance Certificate**	:	The Bidder shall submit a compliance certificate as per **Annexure-X**.

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. PROCEDURE FOR OBTAINING DIGITAL SIGNATURE BY FOREIGN VENDORS

As of now, it is learnt that eMudra and Sify Technologies Limited issue DSCs with the following procedure. Generally, the documents that are required to be submitted by Foreign Nationals are as follows: Email ID, mobile number, photo, scanned copy of proof of identit,y and scanned copy of proof of address are required to be submitted.

Foreign Individual:

(a) For identity proof, the scanned copy of Passport/Local Govt. issued identity/PAN/OCI passport can be submitted.

(b) For the address proof the scanned copy of passport/OCI passport/local government-issued ID having address/bank details having address/any utility bills in the name of applicant issued within three months, or document issued from embassy with residential address can be provided.

Foreign Organization:

(a) Scanned copy of the organizational ID, organizational email ID, mobile number, organizational address, and letter of authorization from the organization is required.

(b) For the proof of organisational existence, publicly verifiable and listed/recognized by local government reference of organisation in database/registry shall be provided.

(c) If the organisation is already registered/empanelled in government organizations of India, then the scanned copy of the letter of request issued from Indian government organisation with the

details of DSC applicant can be accepted as address proof/existence of organisation for DSC issuance. Bank account statement in the country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country, where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.

3. 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.

4. 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.

5. 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) Integrity Pact (Applicable for above 1 Crore) as per **Annexure -I**
(ii) Certificates of Incorporation /Registration Certificate
(iii) PAN and GST Certificates
(iv) Status of the Tenderer
(attach documents, if registered company/partnership /propriety ship)
(v) Details of key top official/authorized official with e-mail ID and contact number
(vi) Declaration of Local Content as per **Annexure-IV.**

1. For the tender value up to Rs. 10 Crores - Self-Certificate for local content from the bidder.
2. For the tender value above Rs. 10 Crores - Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.

(vii) Tender Specific Manufacture (OEM Certificate) or Service Provider / Dealer (Authorization and OEM Certificate from Manufacturers as per **Annexure-V**).
(viii) Past Experience Certificates as per **Annexure-VI.**
(ix) Past Performance (Previous Purchase Orders/Work Orders, list of satisfactory clients with address and contact number, completion certificates, etc.)
(x) Average annual turnover of the company in the last three financial years, if any.

- Bidder shall enclose CA certificate/audited statement as per **Annexure-VII (A).**
- **OEM turnover** as per **Annexure-VII (B).**

(xi) Proof of Earnest Money Deposit (EMD)/MSME/NSIC
(xii) Non-Debarment Certificate as per **Annexure-VIII.**
(xiii) Declaration/Undertaking as per **Annexure-IX.**
(xiv) Class of Country Compliance Certificate as per **Annexure -X.**
(xv) Technical Compliance Sheet
(xvi) Other documents like literature and catalogues etc., if any.

Note – No indication of the rates/amounts 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) **Domestic Offers:** Prices for supplies within India must be quoted in Indian Rupees (INR).

(ii) **Foreign Offers:** Prices for supplies from foreign countries must be quoted in freely convertible foreign currencies. Indian agents of foreign suppliers shall receive their agency commission in Indian Rupees. Costs of imported goods and services rendered in India, directly imported against the contract, must be quoted in foreign currencies.

(iii) **Multicurrency BOQ:** The Bill of Quantities (BOQ) includes provisions to quote prices in multiple currencies.

(iv) 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, i.e., the Price Bid Excel sheet attached as '.Xls' with the tender and based on the scope of work, service conditions, and other terms of the Tender document. It should include all costs associated with the terms of reference/scope of work for the assignment.

(v) The Financial Bid (price-bid) is also to be submitted in the prescribed format given in **Annexure-II** for Import purchase and **Annexure-III** for Indigenous purchase.

6. BID VALIDITY

(i) All the Bids must be valid for a period of **90 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.

7. 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.

8. SELECTION CRITERIA:

(a) **PHASE-I: Technical Evaluation**

(i) Technical evaluation will be done based on the information given in the technical bids 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.

(b) **PHASE-II: Financial Evaluation**

(iii) Financial bids of technically qualified bidders shall be opened.
(iv) The Financial evaluation will be purely done based on the total financial implications.
(v) Any superfluous, unreasonable asset rate quotes will be summarily rejected.

9. Eligibility Criteria for Participation in this Tender

(i) Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. The bidder should meet the eligibility criteria as of the date of their bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria mentioned in the tender document. The Bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution) or be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM.

(ii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. OR

(iii) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a Joint Venture (JV).

INSTRUCTIONS & SPECIAL 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_No_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- IV** 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. Deviation from Specifications: It is in the interest of the tenderer to thoroughly study the specifications in the tender schedule before quoting so that, if the tenderer makes any deviations, the same are prominently brought out in the body of the tender. If the tenderer needs to add any optional items to the system in order to meet out the specifications, the tenderer is required to quote for the total, including the option required to suit our requirements, failing with the tender will not be considered at all.

4. Tenderers shall submit along with their Tender/Bid: (i) Complete address and tele links for contact persons of manufacturers/service providers/authorized vendors' offices dealing with this purchase. (ii) Name and full address of the manufacturers/service providers/authorized vendors. (iii) **Country of origin** is to be provided for each item. (iv) The purchase order to be placed on: Should be mentioned in the quotation with full address.

5. Indemnity: The vendor shall indemnify, protect and save IIT Kanpur against all claims (including third party claim) losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademark, industrial design rights and copyrights etc. or such other statutory violations in respect of all the equipment(s) supplied by him.

6. 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 where the acceptance of Tender is issued, i.e., Jurisdiction at Kanpur Nagar. This condition will be treated as deemed accepted by all potential bidders, including those who actually submit the bids.

7. Integrity Pact (IP):

1.1 The Integrity Pact will be applicable only for tenders valued above 1 crore. The Integrity Pact shall be applicable for all tenders valued above Rupees one (1) crore.

1.2 The Integrity Pact shall be part of the tender documents / Bid documents / Contract.

1.3 The Independent External Monitors are to be appointed by the Ministry of Education in consultation with CVC. The details of the appointed IEMs will be updated accordingly.

1.4 All bidders must upload a signed soft copy online of the Integrity Pact **(ANNEXURE-I)** with their bid documents for tenders over ₹1 crore. However, only the L-1 bidder (after the opening of the financial bid) shall be required to submit the Integrity Pact on a ₹100 non-judicial stamp paper in hard copy.

1.5 Submission of the Integrity Pact is mandatory for pre-qualification and techno-commercial evaluation, if it is asked for in the tender document.

8. **Tie-Breaker:** In case two or more technically qualified bidders quote the same lowest price (L-1), the bidder having the highest average annual turnover during the last three financial years shall be considered for award of the contract.

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GENERAL TERMS AND CONDITIONS

1. Bid Security (BS)/Earnest Money Deposit (EMD):

The bidder must provide a Bid Security (BS) or Earnest Money Deposit (EMD) for the amount specified in the Tender Document. This should be in the form of a Bank Guarantee (including e-Bank Guarantee) or Banker's Cheque or Demand Draft (DD) or e-Challan 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	**10426002126**
5.	IFS Code	SBIN0001161
6.	SWIFT Code	SBININBB499
7.	9 Digit MICR code	208002041

1.1. **For Foreign Bidders:**

(a) The EMD may be submitted either by the principal or the Indian agent.

(b) Bidders submitting tenders on behalf of their principals must provide documentary evidence of their authorization to quote.

(c) Due to significant foreign exchange fluctuations, foreign DDs are not accepted. Only a Bank Guarantee is allowed.

(d) If the BG is issued by a foreign bank, it must be confirmed by a Scheduled Commercial Bank or Nationalized Bank in India.

1.2. **For Indigenous Bidders:**

(a) The EMD must be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.3. e-bids submitted without EMD shall be rejected. No interest is payable on BS/EMD.

1.4. The EMD is required to protect the Purchaser from risks associated with the bidder's conduct that may warrant forfeiture.

1.5 **Currency:**

(a) For domestic supplies: EMD should be in Indian Rupees.

(b) For foreign supplies: EMD should be in the currency of the bid or any freely convertible foreign currency, equivalent to Indian Rupees

1.6 **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.

1.7 Submit the original EMD or bid-securing declaration to the specified address before the bid submission deadline.

1.8 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.

1.9 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.

1.10 The EMD of the successful bidder will be released upon submission of the Performance Security without any interest.

1.11 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.

1.12 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.

1.13 **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. Payment Terms:

2.1 ***For Indigenous Purchase:*** 100% payment will be made after successful installation and commissioning, duly certified by the concerned Indenter/PI/Department, and after receipt of the Performance Security, if applicable.

2.2 ***For Import Purchase:*** The payment shall be released only after successful installation and final acceptance of the supplied goods.

OR

Letter of Credit (LC): 100% of the invoice value will be established, with (i) 80% of the invoice value upon shipment, against submission of shipping documents; and (ii) the remaining 20% of the invoice value upon submission of the installation certificate.

Stage I: 80% of the invoice value shall be payable upon shipment, against presentation of the following documents.

(A) Beneficiary signed the commercial invoice in quadruplicate.

(B) Packing List in triplicate.

(C) Airway bill(s) showing that the goods have been consigned to State Bank of India, T.F.C.P.C. Kanpur, branch. The airway bill(s) indicating LC No., flight No. and date must show freight to collect/pre-paid and be marked to notify the Indian Institute of Technology Kanpur.

(D) **CIP Terms:** Insurance policy(ies) or certificate(s) in duplicate covering air cargo insurance as per institute cargo clause "a" and perils as per institute strikes, riots and civil commotion clauses and war risks as per institute clause from consignor's warehouse to destination airport in **New Delhi** cover for Ex-works value **plus 10%**. In case of dispatches by air, the risks as applicable for dispatches by air should be covered.

(Or)

Ex-works/FCA/FOB terms: Insurance Certificate provided by the IIT Kanpur.

(E) Manufacturer's In-house inspection report.

(F) Manufacturer's warranty certificate.

(G) Certificate for country of origin (original).

Stage II: 20% of the invoice value shall be payable against presentation of the following documents.

(A) Installation certificate issued by the beneficiary or an authorised representative

(B) Certificate of acceptance issued by the IIT Kanpur

3. Reasonableness of Rates:

3.1 To validate the reasonableness of the quoted rates, the bidder(s) must submit a detailed price break-up of the items listed in the past purchase orders pertaining to the same or similar items supplied to IITs/NITs/any other educational institutions in India. This break-up must clearly specify the price of goods/services (Ex-works), handling, packing, shipping, insurance costs, foreign bank fee (LC), agency commission (INR), etc. **Additionally, a comprehensive justification for the reasonableness of the quoted rates must be submitted. In no case, the price quoted for other Institutions should be masked in the purchase order.**

3.2 **Rate Reasonability Certificate:** Submit a rate reasonability certificate duly filled, signed, and stamped on participating bidder letterhead, which shall be uploaded with the Financial Bid by the bidder mandatorily. The same can be downloaded from the following link:- **https://www.iitk.ac.in/centralstores/data/Price_Reasonability_Certificate.pdf**

4. Performance Security (PS):

4.1 Within 21 days of receipt of the Purchase Order, the Supplier shall furnish interest-free performance security in the amount specified above, valid for 60 days beyond fulfilling all contractual obligations, including warranty. 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**.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

4.5 **For Foreign Bidders:**

a) The Performance Security may be submitted either by the principal or the Indian agent.

b) Due to significant foreign exchange fluctuations, foreign DDs are not accepted. Only a Bank Guarantee is allowed.

c) If the BG is issued by a foreign bank, it must be confirmed by a Scheduled Commercial Bank or Nationalized Bank in India.

4.6 **For Indigenous Bidders:** The Performance Security must be submitted by the manufacturer or their specifically authorized dealer/bidder.

4.7 The performance security will be returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, without levy of any interest.

5. Liquidated Damages (LD): The LD, equivalent to 0.5 (half) percent of the delivered price (including elements of GST, freight and variations) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, **subject to a maximum deduction of the 10%** (or any other percentage if prescribed in the contract) of the total contract value. The IIT Kanpur may deduct the LD for the delay from any sum(s) due, or to become due, by the IITK to the Contractor.

6. Warranty/Guarantee & On-site skill support (if any): onsite comprehensive/non-comprehensive OEM warranty/onsite warranty (whichever is applicable/justifiable/) from the date of successful installation and commissioning. The breakdown period will not be counted as a warranty period and the corresponding period must be extended under the warranty after the expiry of the initial warranty period.

The purchaser/end user shall intimate/inform the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser/end user shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such intimation/information, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

In case of any replacement during the warranty period, the same shall be made free of cost i.e. DDP, IIT Kanpur terms for import replacement and/or free delivery to IIT Kanpur for indigenous replacement. All the duties /taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements must be informed in advance to enable us to provide documents for customs clearance.

7. Supply of spare parts and accessories: Interested vendors/suppliers must be able to supply adequate spares and consumables during the years of the onsite comprehensive OEM warranty/AMC/CMC period.

8. Documents for Delivery:

Details of shipping other documents to be furnished by the supplier are:

(a) **For goods supplied from within India:** Within Twenty-Four (24) hours of dispatch, the supplier shall notify the purchaser of the complete dispatch details and also supply the following documents by email at receipt@iitk.ac.in.

(i) Invoice, Packing List

(ii) Insurance certificate, if applicable.

(iii) LR Copy/Consignment Note.

(iv) Manufacturer's warranty certificate.

(v) Manufacturer's in-house inspection report, if any.

(b) **For goods supplied from abroad:** Seventy-Two (72) hours before landing at IGI Airport, New Delhi, the supplier shall notify the purchaser of the complete dispatch details and also supply the following documents by email at import@iitk.ac.in.

(i) Commercial Invoice, Packing List.

(ii) Bill of Lading/Air Waybill.

(iii) Certificate of Country of Origin.

(iv) Insurance certificate, if applicable.

(v) Manufacturer's warranty certificate.

(vi) Manufacturer's in-house inspection report, if any.

(vii) Inspection report issued by the Purchaser's Inspector.

Note: The above documents should be received by the Import Unit, IIT-K, 72 hours before the arrival of the Goods at IGI Airport, New Delhi, and if not received, the Supplier will be responsible for any consequent expenses including damages.

9. Delivery and successful Installation of the Stores: The Vendor/Supplier shall deliver the Goods at the Place(s) of Delivery. On behalf of the IITK, the duly authorized representative(s) shall take over the Goods upon delivery. Takeover of the Goods by the IIT-K shall not be deemed acceptance of the Goods by the IIT-K. The store items are to be supplied and successfully installed within the prescribed timeframe as mentioned in the Purchase Order.

10. Pre-dispatch Inspection:

(a) A pre-dispatch inspection may be conducted either during various stages of the production process (which is known as stage inspection) or on production of finished products, but before the dispatch of the goods from the supplier's premises. Stage inspection may be used for highly technical goods where the manufacturing process is likely to have a considerable effect on the final quality and durability of goods. Even after pre-dispatch inspections, these goods may be inspected again upon receipt as a matter of abundant precaution.

(b) Inspection of goods before dispatch shall be carried out by the inspection agency nominated by the Purchaser/End User or by its representative at the premises of the supplier.

(c) The supplier shall provide at least one week's prior written intimation to IIT Kanpur to facilitate the inspection by the Institute's representative. The supplier shall demonstrate the equipment's performance in accordance with the item-wise technical specifications and operational features specified in the tender document, and shall keep all necessary instruments and testing facilities ready for verification. Testing charges, if any, shall be borne by the supplier.

(d) Alternatively, the Purchaser/End User shall have an option to waive the above and accept the material based on the supplier's internal test report, guarantee, and fitment certificate after obtaining written approval from the competent authority.

(e) The purchaser/end user will be responsible for the Inspecting officials' travel, stay, hospitality, and other expenses.

11. Price: Prices shall be entered into BOQ and Price Bid Form in the following manner:

(a) Goods manufactured in India:

The price should be quoted on a "F.O.R. IIT Kanpur" basis. It should comprehensively include

the following:

(i) Applicable taxes.

(ii) Costs for inland transportation, insurance, and other local services required to deliver the goods to the specified destination.

(iii) Charges for installation, commissioning, training, and any incidental services as outlined in the Tender Document.

(b) Goods manufactured abroad:

The price of goods should be quoted on an "Ex-Works/FCA (named airport abroad) or FOB (named port abroad)" basis. The price bid must clearly specify the following details:

(i) Charges for documentation, handling, packing & forwarding, and foreign bank fees (for wire transfer/letter of credit), if applicable.

(ii) Costs for insurance and shipping of goods to the designated port or place of destination.

(iii) Charges for installation, commissioning, training, and any incidental services as specified in the Tender Document.

(iv) Any agency commission will be paid to the Indian agents in INR upon receipt of equipment and successful installation. Agency commission will not be paid in foreign currency under any circumstances.

(v) The items listed in the price bid must clearly specify the unit prices for the same unit as indicated in the Schedule for the tender inquiry and not for any other unit.

(vi) Discounts, if any, should be indicated separately/prominently.

(vii) The quoted price shall remain fixed throughout the contract period and shall not be subject to any changes.

(viii) The terms Ex-Works, FOB, FCA, FAS, CFR, CPT, CIF, CIP, DAP, and DDP shall be governed by the rules outlined in the current edition of Incoterms, as published by the International Chamber of Commerce, Paris.

(ix) The shipping terms shall preferably be FOB/FCA Designated Port, CIP/CIF/CFR IIT Kanpur, and DAP/DDP IIT Kanpur (including insurance).

(x) In the bidding process, if agents are involved on behalf of foreign principals and the goods are manufactured abroad, the procurement should preferably be made directly from the manufacturers.

(xi) A certified copy of the valid Agency Agreement between the foreign principal/OEM and the Indian Agent, clearly indicating the scope of services and the rate/amount of Agency Commission payable, shall be submitted along with the Financial Bid. The Agency Commission shall not exceed the amount/rate specified in the Agency Agreement.

(xii) Foreign bidders are required to disclose the name and address of their agent and representative in India.

(xiii) IIT Kanpur is registered with the DSIR, Government of India, and is eligible for exemption from Customs Duties under Government of India Notification No. 45/2025-Customs, dated 24.10.2025. The necessary certificate will be issued as required and upon the request of the successful bidder.

12. Award of the Contract:

(i) Domestic Purchases: The order shall be placed with a successful L-1 bidder.

(ii) **Import Purchases:** If agents are involved on behalf of foreign principals and the goods are manufactured abroad, the order shall preferably be placed directly with the manufacturers.

13. Acceptance of the Tender: The authority of IIT Kanpur does not bind itself to accept the lowest-priced bid and also reserves the right to cancel the tender at any stage without assigning any reason thereof.

14. Compliance List: The proposal should be indexed appropriately, and a compliance list against the technical specifications should be provided.

15. 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

16. Inspection and Acceptance:

(a) The duly authorized representative(s) of the IIT-K shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may also issue a written waiver of inspection. Any inspection carried out by representative(s) of the IIT-K, or any waiver thereof, shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.

(b) Upon delivery of Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or rectify the non-conformity.

(c) In the case of Goods ordered on the basis of specifications, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

17. Shipping:

- EXW (Ex-Works): Under these terms, the buyer is responsible for collecting the goods from the seller's premises or another designated location (e.g., works, factory, warehouse, etc.), and arranging for export customs clearance, freight, insurance, import customs clearance, payment of customs duties and taxes, as well as transportation up to IIT Kanpur.
- FCA (Free Carrier): Under these terms, the supplier delivers the goods to the nearest airport or other designated location. Thereafter, the buyer is responsible for collecting the goods from the designated location and arranging for freight, insurance, import customs clearance, payment of customs duties and taxes, and transportation up to IIT Kanpur.
- CPT (Carriage Paid To): Under these terms, the supplier delivers the goods to the designated airport or location. Thereafter, the buyer is responsible for arranging import customs clearance, payment of customs duties and taxes, and transportation up to IIT Kanpur.

Insurance responsibility is negotiable and may be borne by either the buyer or the seller, subject to mutual agreement.

- CIP (Carriage and Insurance Paid To): Under these terms, the supplier delivers the goods to the designated airport or location, including insurance coverage up to that point. Thereafter, the buyer is responsible for arranging import customs clearance, payment of customs duties and taxes, insurance beyond the delivery point, and transportation up to IIT Kanpur.
- DAP (Delivered at Place): Under these terms, the supplier delivers the goods to the designated location. The buyer is responsible only for arranging import customs clearance and payment of customs duties and taxes. Insurance responsibility is negotiable and may be borne by either the buyer or the seller, subject to mutual agreement.
- DDP (Delivered Duty Paid): Under these terms, the seller bears all costs, including export customs clearance, freight, import customs clearance, payment of customs duties and taxes, as well as transportation up to the designated location. Insurance responsibility is negotiable and may be borne by either the buyer or the seller, subject to mutual agreement.
- FAS (Free Alongside Ship): Under these terms, the seller completes delivery when the goods are placed alongside the vessel nominated by the buyer at the named port of shipment. Thereafter, the buyer is responsible for loading, freight, insurance, import customs clearance, payment of customs duties and taxes, and transportation up to IIT Kanpur.
- FOB (Free on Board): Under these terms, the seller completes delivery when the goods are placed alongside the vessel nominated by the buyer at the named port of shipment. Thereafter, the buyer is responsible for freight, insurance, import customs clearance, payment of customs duties and taxes, and transportation up to IIT Kanpur.
- CFR (Cost and Freight): Under these terms, the supplier delivers the goods to the designated port or location. Thereafter, the buyer is responsible for arranging import customs clearance, payment of customs duties and taxes, and transportation up to IIT Kanpur. Insurance responsibility is negotiable and may be borne by either the buyer or the seller, subject to mutual agreement.
- CIF (Cost, Insurance, and Freight): Under these terms, the supplier delivers the goods to the designated port or location, including insurance coverage up to that point. Thereafter, the buyer is responsible for arranging import customs clearance, payment of customs duties and taxes, insurance beyond the delivery point, and transportation up to IIT Kanpur.
- Domestic Supplies in India: For Goods supplied within India, the Supplier will arrange transport to the specified Final Destination, including insurance and storage as specified in the Contract. The related costs shall be included in the Contract Price.

18. Insurance:

(a) CIF/CIP (Imported Goods) or FOR Destination (Indigenous Goods): The supplier will arrange and pay for marine/transit insurance, naming the purchaser as beneficiary. The supplier will also initiate and pursue insurance claims in case of loss or damage.

(b) FOB/FCA (Imported Goods) or FOR Dispatch Station (Indigenous Goods): The purchaser will be responsible for insurance.

(c) For indigenous goods, the supplier will fully insure the goods in Indian Rupees against loss or damage during manufacture, transportation, storage, and delivery as per the General Terms and Conditions (GTC).

(d) To ensure that any potential insurance claims are filed promptly, the Bidder and/or the Indian Agent shall be responsible for coordinating with their principals to obtain dispatch details and promptly communicate them to the Purchaser. They must also coordinate with the Purchaser to confirm the arrival of the consignment after customs clearance, so it can be opened in the Purchaser's presence without delay. If necessary, an insurance claim should

be lodged immediately. Any delay by the Bidder or Indian Agent will be taken seriously, and they will be held directly accountable for any losses incurred by the Purchaser as a result.

19. Observance of Law and Export Licenses:

(a) The contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export license or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such license or governmental authorization. In the event of the Contractor's failure to obtain such license or authorization within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend the execution of the Contract.

(b) Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

20. Force Majeure: As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the 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.

21. Packaging:

(a) The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IITK Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container, and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.

(b) The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.

(c) All packaging materials shall be non-returnable.

22. Assignment/Subletting:

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

(b) The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.

(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/PO.

23. **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.

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

*****

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: _____ (Item Name: _____)

Sl. No.	Description (Mandatory Compliance)	Submitted (Yes/No)	Page No.
1.	Integrity Pact as per **Annexure-I** https://www.iitk.ac.in/centralstores/data/Int_Pact_25082026.pdf		
2.	Certificates of Incorporation of the Company issued by the ROC (MoCA) /Company Registration Certificate (If the bidder is Pvt. Ltd./Ltd.)		
3.	PAN and GST Certificates		
4.	Status of the Tenderer (attach documents, if registered company/partnership /proprietary ship)		
5.	Details of the key top official/authorized official with e-mail ID and contact number		
6.	Declaration of Local Content as per **Annexure-IV.**		
7.	Manufacture (OEM Certificate) or Service Provider / Dealer (Authorization and OEM Certificate from Manufacturers as per **Annexure-V**).		
8.	Past Experience Certificates as per **Annexure-VI.**		
9.	Past Performance (Previous Purchase Orders/Work Orders, list of satisfactory clients with address and contact number, completion certificates, etc.)		
10.	Average annual turnover of the company in the last three financial years, if any. (a) Bidder shall enclose CA certificate/audited statement as per **Annexure-VII(A).** (b) OEM turnover as per **Annexure-VII(B).**		
11.	Earnest Money Deposit (EMD)/MSME/NSIC/Start-up		
12.	Non-Debarment Certificate as per **Annexure-VIII.**		
13.	Declaration/Undertaking for accepting the terms and conditions of the tender as per **Annexure-IX.**		
14.	Class of Country Compliance Certificate as per **Annexure -X.**		
15.	Technical Compliance Sheet		
16.	Other documents like literature, catalogues, etc., if any.		

NOTE:

1. Attach all relevant documents in the same serial order as above, adequately indexed and duly signed.
2. The Financial Bid/Price bid of that company/firm only will be opened, which does technically qualify, for further consideration.

TECHNICAL COMPLIANCE SHEET

(To be submitted as a part of the Technical Bid on the company's letterhead)

Bidder's Name: _____
Address and Contact Details: _____

Tender Ref. No. _____ Tender Title: _____ (Item Name: _____)

Special Note: ***Bids failing to comply with the essential technical parameters and specifications outlined in the tender documents shall be deemed non-responsive and will be rejected without further evaluation.***

Sl. No.	Specification	Description	Complied (Yes/No)

Sl. No.	Description	Complied (Yes/No)
1.	**Delivery Period**	
2.	**Installation Period**	
3.	**Warranty**	
4.	**AMC/CMC, if any** ___ years (Post Warranty period)	

Note:

i) It is mandatory for bidders to submit a compliance statement (Complied/Not Complied) for each of the points listed above, along with the necessary supporting documentation (Catalogue/Braucher) as required. Failure to provide the compliance statement (Complied/Not Complied) for evaluation will result in the disqualification of the bid.

ii) The Technical Bid must not include any details or indications of the Price Bid/Financial Bid. If any price-related information is found within the Technical Bid, the bid will be disqualified, and neither the Technical Bid nor the Price Bid/Financial Bid shall be evaluated.

Signature of the Authorized Person
Date: _____
Full Name: _____
Place: _____
Company Seal: _____

ANNEXURE-I

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

General

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

BY AND BETWEEN

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

AND

M/s_____a company incorporated under the Companies Act, 2013 through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated _____ passed by the Board of Directors, having its registered office at_____
_____
(hereinafter referred to as **"The Bidder(s)/Contractor(s)"** which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Party**;

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

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

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

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

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

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

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

Section 1: Commitments of the BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   (a) No employee of the BUYER, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   (b) The BUYER shall treat all Bidder(s) with equity and reason during the tender process. The BUYER shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.

   (c) The BUYER shall exclude from the process all known persons having conflict of interest.

2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BUYER shall inform the Chief Vigilance Officer, IIT Kanpur and in addition shall initiate disciplinary proceedings.

Section 2: Commitments of BIDDERs

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

   (a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

(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.

Vis.

(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

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

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.

Section 10: Independent Monitors

1. The Independent External Monitors are to be appointed by the Ministry of Education in consultation with CVC. The details of the appointed IEMs will be updated accordingly.

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 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

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

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

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

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

***In the presence of Witness*:**

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

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

ANNEXURE-II

PRICE BID/FINANCIAL BID FOR GOODS MANUFACTURED ABROAD

(It is also to be submitted as part of the technical bid without prices, **include currency name** only)

Quotation No. : Date:

Tender No.: Date:

Tender Description:

Sl.No.	Item Description with Detailed Specifications	HSN/Commodity Code	UoM	Qty	Rate/UoM (Currency)	Value (Currency)
1	Item 1	90221900	Nos	1	15000.00	15000.00
2	Item 2	90221900	Nos	2	20000.00	40000.00
3	Item 3	90221900	Nos	1	10000.00	10000.00
Note: A detailed price break-up of the items listed in the price-bid must be provided.						
Ex-works/FCA/FOB Pirce (In USD/EUR/JPY/GBP, etc.)						65000.00
Discounts, If any						
Handling, Packing & Forwarding Charges						
Documentation Charges						
Foreign Bank Fee on LC/Wire Transfer						
Shipping Charges						
Insurance Charges						
Installation, Commissioning, Training and any Incidental Services						
Total						

Terms & Conditions:

1. **Order & Payment should be in favour of:** In the bidding process, if agents are involved on behalf of foreign principals and the goods are manufactured abroad, the purchase order should preferably be placed directly with the Original Equipment Manufacturers.
2. **Incoterms:** The shipping terms shall preferably be FOB/FCA Designated Port, CIP/CIF/CFR IIT Kanpur, and DAP/DDP IIT Kanpur (including insurance).
3. **Delivery Period/Lead Time:** ___ weeks from the date of order acknowledgement/LC Opening.
4. **Validity:** 120 days
5. **Payment Terms:**
   Option 1: 100% payment will be released within 30 days of successful installation and final acceptance.
   Option 2: LC – 80% payment upon shipment, with the remaining 20% upon successful installation and final acceptance.
6. **Warranty:** ___ years from the date of installation and final acceptance.
7. **CMC/AMC:** If required, Specify it after the warranty period.
8. **Insurance:** If applicable, the insurance shall be for an amount equal to 110% of the value of the order from the manufacturer warehouse to IIT Kanpur on an "all-risk basis" for 60 days.
9. **Weight and Dimensions:** Approximate weight and dimensions of the packages related to the above quote to estimate the shipping charges.
10. **Agency Commission:** If applicable, ___% (USD/EURO/JPY, etc.) is inclusive/exclusive of the quoted Ex-works/FCA/FOB price plus applicable taxes.
11. **Agency Agreement:** A certified copy of the valid Agency Agreement between the foreign principal/OEM and the Indian Agent, clearly indicating the scope of services and the rate/amount of Agency Commission payable, shall be submitted along with the Financial Bid. The Agency Commission shall not exceed the amount/rate specified in the Agency Agreement.
12. **Country of Origin:**
13. **Import Licenses:** If restricted, the OEM/Agent shall provide such information for obtaining necessary licenses in India.
14. All prices quoted for goods, works, or services (including agency commission) that are performed, supplied, or sourced within India must be quoted exclusively in Indian Rupees (INR). Payment for such indigenous supplies shall also be made in INR only.

15. **Contact Person Name/Mobile/Email:**

Yours faithfully
(Bidder)

ANNEXURE-III

PRICE BID/FINANCIAL BID FOR GOODS MANUFACTURED WITHIN INDIA
(It is also to be submitted as part of the technical bid without prices)

Quotation No. : Date:

Tender No.: Date:

Tender Description:

Sl.No.	Item Description with Detailed Specifications	HSN/Commodity Code	UoM	Qty	Rate/UoM (INR)	Value (INR)
1	Item 1	90221900	Nos	1	15000.00	15000.00
2	Item 2	90221900	Nos	2	20000.00	40000.00
3	Item 3	90221900	Nos	1	10000.00	10000.00
Note: A detailed price break-up of the items listed in the price bid must be provided.						
Ex-works Pirce						65000.00
Discounts, If any						
Handling, Packing & Forwarding Charges						
Documentation Charges						
Shipping Charges						
Insurance Charges						
Installation, Commissioning, Training and any Incidental Services						
GST						
Total:						

Terms & Conditions:

1. **Price:** The price should be quoted on a "F.O.R IIT Kanpur" basis.
2. **Delivery Period/Lead Time:** ___ weeks from the date of order acknowledgment.
3. **Validity:** 120 days
4. **Payment Terms:** 100% payment will be made within 30 days of successful installation and final acceptance.
5. **Warranty:** ___ years from installation date and final acceptance.
6. **CMC/AMC:** If required, Specify it after the warranty period.
7. **Insurance:** If applicable, the insurance shall be for an amount equal to 110% of the value of the order from the manufacturer warehouse to IIT Kanpur on an "all-risk basis" for 60 days.
8. **Local Content (MII):** 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.
9. **Contact Person Name/Mobile/Email:**

Yours faithfully

(Bidder)

ANNEXURE- IV

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 Section
Indian Institute of Technology Kanpur
Uttar Pradesh-208016

Sub.: Declaration of Local Content-reg.

1. Country of origin of Goods being offered: _____

2. We hereby declare that items offered have_____ (%) local content.

   (Clarification for Local content calculation *as per 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.*)

3. The details of the location(s) at which local value addition is made are given in the table below.

SI. No.	Name of the item	Location(s) of local value addition (Complete address of the manufacturing unit with PIN code)
1	2	3

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

Important:

"False declaration will be in breach of Code of Integrity under Rule 17S(1)(i)(h) of the General Financial Rules 2017 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 2017 along with such other actions as may be permissible under law."

Yours faithfully,

Date:

(Signature of the bidder with Official Seal)

ANNEXURE –V

MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's letterhead)

To
The Officer-in-charge
Store and Purchase Section
Indian Institute of Technology Kanpur
Uttar Pradesh-208016

Dear Sir,

We, _____who are proven and reputable manufacturers of _____(name and description of the goods offered in the tender) having factories at _ , hereby authorize Messrs. _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above-referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty and technical support, as applicable, for the goods offered for supply by the above firm against this tender document.

Yours faithfully,

[Signature with date, name and designation)

For and on behalf of Messrs.

.....

[Name & address of the manufacturers]

ANNEXURE- VI

PAST 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.						
6.						
7.						

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

ANNEXURE- VII (A)

FINANCIAL INFORMATION OF THE BIDDER

(Annual average turnover for the last three financial years)

Tender No: _____ dated: _____

Item Name: _____

Bidder's/Firm's Name: _____

Address and Contact No: _____

_____

PAN No.: _____, GST No: _____

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

Sl. No.	Details	Financial Year		
		2022-23	2023-24	2024-25
01	Gross annual turnover			
02	Profit (+)/ Loss (-)			

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

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

Dated:

Signature of Chartered Accountant
with seal and membership number

ANNEXURE- VII (B)

FINANCIAL INFORMATION OF THE OEM

(Annual average turnover for the last three financial years)

Tender No: _____ dated: _____

Item Name: _____

Bidder's/Firm's Name: _____

Address and Contact No: _____

_____

Registration No. _____

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

Sl. No.	Details	Financial Year		
		2023-24	2024-25	2025-26
01	Gross annual turnover			
02	Profit (+)/ Loss (-)			

3. Audited Balance-Sheet of the OEM 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/
Cost Accountant or Equivalent with seal

ANNEXURE- VIII

(On Company/Firm's Letterhead)

Tender No: _____ Dated: _____

UNDERTAKING REGARDING 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 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 the last 02 years.

(c) As of the date of the floating of the Tender, we are not debarred by any Central/ State Government or any organization of Central/ State Government of India under Rule 151 of the GFR or as per the laws of any other country in the world.

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

ANNEXURE- IX

DECLARATION/UNDERTAKING

(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 the 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- X

(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 (DPIIT) is to be attached with the bid document)

Signature of the Authorized Person

Date: _____

Full Name: _____

Place: _____

Company Seal: _____

ANNEXURE- XI

BID SECURITY DECLARATION

(for those who are claiming Exemption for EMD Submission)

(To be given on Company Letter Head)

Date: _____

To
The Officer-in-charge
Store and Purchase Section
Indian Institute of Technology Kanpur
Uttar Pradesh-208016

Sub: Certificate for bid security declaration

Tender Reference No : _____

Tender ID : _____

Name of Tender / Work: - _____

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit, and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity, I may be debarred for a period of 2 years."

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- XII

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

(To be given on Company Letter Head)

Date: _____

To
The Officer-in-charge
Store and Purchase Section
Indian Institute of Technology Kanpur
Uttar Pradesh-208016

Tender No: _____ dated: _____

Item Name: _____

Bidder's/Firm's Name: _____

Address and Contact No: _____

_____

PAN No.: _____, GST No: _____

Particulars of Bank:

Bank Name: _____

Branch Name and Address: _____

ZIP / PIN Code: _____

Account Number: _____

IFS Code: _____

Swift Code: _____

MICR Code: _____

Account Type: Savings / Current / Cash / Credit

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- XIII

Bank Guarantee Format for Bid Security (BS or EMD)

(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)
(to be established through any of the national banks (whether situated at Kanpur or outstation) with a clause to enforce the same on their local branch at Kanpur or any scheduled bank situated at Kanpur. Bonds issued by co-operative banks are not accepted.)

To
The Registrar
Indian Institute of Technology Kanpur, Uttar Pradesh-208016

In accordance with your tender/bid No: ..... dated.....for the supply of …....., M/s……(hereinafter called the "Bidder") having its Registered Office at …......, wish to participate in the said bid for the supply…..... as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. ……. (Rupees.....) valid up to ……. (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period,(2) Non acceptance of the Letter of Intent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:
We, ……..(Bank name) having its registered Office at …… guarantee and undertake to pay immediately on first demand by …….. the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the IIT Kanpur shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.
The Guarantee shall be irrevocable and shall remain valid up to …….(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.
Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
2. This Bank Guarantee shall be valid up to …….(date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before ……. (date).

This Bank further agrees that the claims, if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Signature and seal of the guarantor:
Name of Bank:
Address:
Date

Instruction to Bank: Bank should note that on expiry of guarantee Period, the Original paper will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

ANNEXURE- XIV

Bank Guarantee Format for Performance Security (PS)

(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)
(to be established through any of the national banks (whether situated at Kanpur or outstation) with a clause to enforce the same on their local branch at Kanpur or any scheduled bank situated at Kanpur. Bonds issued by co-operative banks are not accepted.)

To
The Registrar
Indian Institute of Technology Kanpur, Uttar Pradesh-208016

Bank Guarantee No: _____
Guarantee Amount: INR _____
Purchase Order No: _____

Whereas…… (name and address of the seller) (hereinafter called "the contractor") has undertaken, in pursuance of purchase order no ……. date……. For the supply of …… (description of goods and Works/ Services) (hereinafter called "the seller").

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract.

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of ……(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

During the validity of this Bank Guarantee:
We, ……..(Bank name) having its registered Office at …… guarantee and undertake to pay immediately on first demand by ……. the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the IIT Kanpur shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to ……(60 days beyond the warranty obligation). If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the Guarantee is issued.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).

2. This Bank Guarantee shall be valid up to …….(date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before ……. (date).

This Bank further agrees that the claims, if any, against this Bank Guarantee shall be enforceable at our branch office at …… situated at …… (Address of local branch).

Signature and seal of the guarantor:
Name of Bank:
Address:
Date

Instruction to Bank: Bank should note that on expiry of guarantee Period, the Original paper will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

Reference Links and Abbreviations:

1. **CPP Portal (eprocure.gov.in):** Instructions to Bidder for Online Bid Submission & DSC for Foreign Bidders
https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page

2. **Local Content (MII):**

Link1:
https://dpiit.gov.in/sites/default/files/PPP-MII_Revision_Order_19July2024.pdf

Link2:
https://dpiit.gov.in/public-procurement-dpiit

3. **MSME**

Link1:
https://www.dcmsme.gov.in/pppm.htm.aspx

Link2:
https://msme.gov.in/circulars/meeting-review-committee-public-procurement-policy-mses-order-2012-reg

4. **Purchase Preference for MSME & MII:**

https://doe.gov.in/files/circulars_document/Concurrent_application_of_Public_Procurement_Policy_for_Micro_and_Small_Enterprises_Order_2012_and_Public_Procurement_Preference_to_Make_in_India_Order_2017_0.pdf

5. **Manual for Procurement of Goods, Second Edition 2024.**

https://doe.gov.in/files/circulars_document/Manual_Goods_2024.pdf

6. **Abbreviations**

AMC	-	Annual Maintenance Contract
ATE	-	Advertised Tender Enquiry
BG	-	Bank Guarantee
CA	-	Competent Authority
CFR	-	Cost and Freight (Port)
CIF	-	Cost Insurance and Freight (Port)
CIP	-	Carriage and Insurance Paid To (Place)
CPPP	-	Central Public Procurement Portal
DAP	-	Delivered at Place (Place)
DDP	-	Delivered Duty Paid (Place)
EMD	-	Earnest Money Deposit
EoI	-	Expression of Interest
FCA	-	Free Carrier (Place)
FOB	-	Free on Board (Port)
FOR	-	Freight on Receipt
GFR	-	General Financial Rules, 2017
GeM	-	Government e-Marketplace (GeM)
HOD	-	Head of Department /In charge of Section/Unit
INCOTERMS	-	International Commercial Terms
KVIC	-	Khadi and Village Industries Commission

L1	-	Lowest Bidder (Lowest One)
LC	-	Letter of Credit
LTE	-	Limited Tender Enquiry
MSME	-	Micro Small and Medium Enterprises
NIT	-	Notice Inviting Tender
NSIC	-	National Small Industries Corporation
OEM	-	Original Equipment Manufacturer
PAC	-	Proprietary Article Certificate
PBG	-	Performance Bank Guarantee
PI	-	Project / Principal Investigator
R&D	-	Office of Research and Development
MII	-	Make in India
IR	-	Inspection Report
LPC	-	Local Purchase Committee
JV	-	Joint Venture

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