

Notice Inviting Tender

Tender Reference Number	ARF/MON/2025-26/0002
Item Description	Services for Testing, Co-location, and Calibration of 330 IoT-Based Ambient Air Quality Monitoring devices against US-EPA FEM/FRM Reference Monitors.
Pre bid meeting	23/03/2026
Pre bid meeting venue	Location: Virtual, Time: 10:30-11-15 AM Meeting ID-466 905 218 972 52 Passcode: hv3hU9Lx Link- https://teams.microsoft.com/meet/46690521897252?p=on246vgX7maEbliGUy
Submission of queries for Pre bid meeting	20/03/2026
Name of the Authority's official for addressing queries and clarifications	Mr. Shashank Kanaujia, Operations Manager
Bid Submission Start Date & Time	11/03/2026 1600 hours
Bid Submission End Date & Time	01/04/2026 1600 hours
Estimated cost of the testing service	62,70,000/-
EMD	Rs. 1,25,400/- to be submitted along with bid in the form of bank draft/BG/FDR/RTGS etc in the favour of Airawat Research Foundation. Exempted for academic/research government Institutions, MSE, Start-ups.
Tender document cost (INR)	Nil
Tender type	Open Indigenous
Ranking order of Bid	Lowest to Highest
Contract type	Service
Bidding System	Single packet
Bid Submission Address	Airawat Research Foundation (ARF) Room No.406, 4 th Floor, Technopark Phase-I building, Indian Institute of Technology Kanpur Campus, Kalyanpur, Kanpur - 208016 Uttar Pradesh, India
Issuance of Letter of Award (LOA)	To be communicated
Complete Tender document available on	https://airawat.org/

Devices= IoT based Ambient Air Quality Monitoring devices with low-cost sensors
 Sealed bids are invited for the testing of the above devices in the single bid system. which must be superscribed by Tender Reference number, Item Description and bid submission end date. The sealed copy of bids must reach the above designated address on or before the Bid Submission End Date & Time.

Specifications:

Services for Testing, Co-location, and Calibration of 330 IoT-Based Ambient Air Quality Monitoring devices against US-EPA FEM/FRM Reference Monitors

Sl. No.	Item Name	Description
1	Services for Testing, Co-location, and Calibration of 330 IoT-Based Ambient Air Quality Monitoring devices against US-EPA FEM/FRM Reference Monitors	330 devices
2	Other Criteria	Testing and Co-location with reference monitors i) Colocation of the devices with US-EPA designated Federal Equivalent Method (FEM) or Federal Reference Method (FRM) for PM2.5, PM10, NO2, CO, O3, SO2, and Relative humidity and ambient temperature ii) The bidder should have collocate the device along with solar panel for minimum 15 days and produce the report of performance metrics and status of the devices. iii) ARF will provide API-based access to device data to the bidder for the duration of the testing period. iv) ARF shall own all raw and processed data, including data from FEM/FRM monitors, as well as any calibration models and related outputs developed under the contract.
4	Testing, Co-location, and Calibration	The bidder should complete the Phase wise Testing, Co-location, and Calibration of Ambient Air Quality Monitoring devices with low-cost sensors. Devices will be provided for the testing as per schedule of receipt from suppliers. Tentative schedule Phase I: 20%

		Phase II: 50% Phase III: 100%
6	Pick-up and delivery locations	Airawat Research Foundation (ARF) Room No.406, 4 th Floor, Technopark Phase-I building, Indian Institute of Technology Kanpur Campus, Kalyanpur, Kanpur - 208016 Uttar Pradesh, India
7	Payment Terms	The payment will be made after successes fully completion of devices testing in phase manner.

Technical Specification of Devices

SN	Parameters	Measurement range	Response time (Sec)	Operating condition
	PM2.5 & PM10	0-1000 μ g/m ³ Resolution-1 μ g/m ³	<10	T=-30°C to ~70°C RH=0 to 95%
	Gaseous parameters NO ₂ , O ₃ , CO, SO ₂ ,	NO ₂ -up to 20- 30ppm O ₃ - up to 20 ppm CO- up to 1000ppm SO ₂ : 0-20 ppm,	<10	T=-30°C to ~50°C RH=0 to 95%
	VOC	VOC-0-500 ppb	<10	T=-30°C to ~50°C RH=0 to 95%
	Relative Humidity (RH)	5%-95%	1	N/A
	Ambient Temperature (AT)	-40°C-85°C	1	N/A

Terms & Conditions

1. All IoT based Ambient Air Quality Monitoring devices with low-cost sensors are for outdoor air pollution measurement such as residential areas, traffic sites, construction sites and industrial areas etc.
2. Devices are equipped with IoT system to ensure smooth data transmission (data transmission frequency 1min/5min), data storage and an integrated GPS module for location coordinates.

3. Each dataset generated by the device include timestamp (date-time), PM2.5 ($\mu\text{g}/\text{m}^3$), PM10 ($\mu\text{g}/\text{m}^3$), NO₂ (ppm), CO (ppm), O₃ (ppm), SO₂ (ppm) relative humidity (%), ambient temperature ($^{\circ}\text{C}$) GPS coordinates (latitude, longitude) and Unique device ID.
4. The device is supporting GSM-based network connectivity of at least 4G.
5. The bidder must have a US-EPA designated Federal Equivalent Method (FEM) or Federal Reference Method (FRM) PM2.5, PM10, NO₂, CO, O₃ and SO₂ monitor.
6. The bidder must have a reference-grade ambient temperature and relative humidity monitor, compliant with US-EPA meteorological monitoring guidance.
7. The bidder must have to co-locate the device with FEM/FRM for at least a defined period (minimum 15days) with $\geq 90\text{-}95\%$ data completeness, aligned with US EPA performance protocols for low-cost PM2.5 sensors.
8. The testing facility should have capable of simultaneously testing more than 100 devices with uniform exposure and logging. Failure to meet this requirement will result in rejection from consideration for this tender.
9. Bidder should have minimum 1 years' experience in device testing as per USEPA guidelines for PM2.5, PM10, NO₂, CO, O₃, SO₂, RH and AT. Show some peer viewed protocols published in international journals or widely accepted reports.
10. All the testing and calibration models (statistical/ML) shall be documented with input variables, training period, performance metrics on training and independent validation subsets and provided to ARF on completion of testing.
11. Data of FEM/FRM shall be provided by bidder for each sub-set of devices tested.
12. An 8-hour power backup and proper operation of the device with the integrated solar power system shall be tested and verified by bidders.
13. Bidder have to provide the test report including testing period, time series of raw data of devices and reference grade instrument, table of test metrics and calibration, time series and scatter plots.
14. Bidder has to report the device in case device fails to meet the statistical parameters mentioned in device specification during co-locations.
15. All tested devices must be delivered to Airawat Research Foundation Room No.406, 4th Floor, Technopark Phase-I building, IIT Kanpur Campus, Kalyanpur, Kanpur, Uttar Pradesh, India - 208016.
16. Transportation charges from the location of store (mentioned in point no 15) to the testing place and back to store (mentioned in point no 15) are to be borne by the bidder.
17. Airawat Research Foundation reserves the right to cancel the tender at any stage without assigning any reason thereof.
18. Bidder should provide company registration certificate, PAN, GST registration certificate, cancelled cheque for bank account details, MSME registration certificate (if applicable), List of Key Managerial personnel and certificate of authorization for point of

contact/signatory.

19. Queries if any should be sent via email-operations@airawat.org or speed post/courier etc. No queries shall be entertained if received through phone call.
20. The ARF reserves full rights to change the terms and conditions in this (Notice Inviting Tender (NIT) and scope herein and/or terminate the NIT process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.
21. Successful bidder is required to deposit security money equivalent to the cost of the devices before handed over the devices for the testing to safe guard the interest of ARF. However, ARF reserves the rights to wave-off this clause, keeping in view overall interest of ARF.

➤ **Selection Criteria:**

Phase-I: Technical Evaluation

A bid containing partial, incomplete, unclear, superfluous and unwanted information will be summarily rejected.

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

1. The testing facility should have capable of simultaneously testing more than 100 devices with uniform exposure and logging. Failure to meet this requirement will result in rejection from consideration for this tender.
2. Bidder should have minimum 1 years' experience in developing and applying statistical/ML calibration models for PM2.5, PM10, NO2, CO, O3, SO2, RH and AT. Show some peer viewed protocols published in international journals or widely accepted reports.
3. The bidder should also submit colocation-calibration report from previous work for all measurement parameters mentioned in technical specifications of devices table above.

Eligibility & Technical Requirements

1. Past performance

Bidder should have minimum 1 years' experience in developing and applying statistical/ML calibration models for PM2.5, PM10, NO2, CO, O3, SO2, RH and AT. Show some peer viewed protocols published in international journals or widely accepted reports.

The testing facility should have capable of simultaneously testing more than 100 devices with uniform exposure and logging. Failure to meet this requirement will result in rejection from consideration for this tender.

2. Pre-decided split ordering

N/A.

3. Network Stability

N/A.

4. Sensor Accuracy

N/A.

5. Price Reasonability

Bidders are advised to provide **copies of previous supply orders or detailed justification** for the offered services as evidence of price reasonability.

6. Earnest Money Deposit (EMD)

EMD will be applicable as per GFR rule number 170

7. Security money (SM)

SM will be applicable as per GFR

Phase-II

- a. Financial evaluation is purely done on the total financial implication.
- b. Financial Bids with any superfluous, unreasonable rates will be summarily rejected.

➤ **Late Delivery:**

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 0.5% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated period.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangements with any entity from a country which shares a land border with India, shall also require to be registered with the DPIIT.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country;
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the

- partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

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

- VI. In case of tenders for Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
 - VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product. **(Applicable in case of Goods)**

Definitions:

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

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

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

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

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to

'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

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

(A)

COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. **Goods/Service:** "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the Airawat Research Foundation's Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the Airawat Research Foundation Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- a. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the Purchase Order and any agreed in writing by the Airawat Research Foundation legal successor(s) in title;
- b. "Day" means any calendar day;
- c. "Delivery Date" means the latest possible date by which the **Goods/Service** shall be delivered by the Contractor, as specified in the 'DELIVERY DATE' named field of the Purchase Order;
- d. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage;
- e. "**Goods/Service**" means all of **the goods or services** to be supplied by the Contractor under the Contract;
- f. "ARF" means the Airawat Research Foundation;
- g. "ARF Purchase Order" means the ARF's official Purchase Order document;
 - (i) "Party" means the ARF or the Contractor and "Parties" means the ARF and the Contractor; and
 - (ii) "Place(s) of Delivery" means the location(s) or place(s) where the **Goods/Services** are to be

delivered, as specified in the 'SHIP TO' named field of the ARF Purchase Order.

1. CONCLUSION OF THE CONTRACT

- 1.1. The Contract is made between the ARF and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the **Goods/Services**.
- 1.2. The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the ARF Letter of Intent (LOI).

2. FUNDING

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

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

3. DELIVERY AND TAKE-OVER OF GOODS/SERVICES

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

4.A DATA OWNERSHIP

ARF will have exclusive ownership of the data being generated from the devices. The supplier will be responsible for cybersecurity measures to ensure that data is not breached or transferred to other parties. ARF holds exclusive rights to host, store and use the data.

4. QUALITY OF GOODS/SERVICES

- 4.1. The Contractor shall deliver **Goods/Services** that are:
 - a. of the quality, quantity and description as required by the Contract / PO; and
 - b. free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 4.2. Should the **Goods/Services** be of the type "homogeneously defined" or disposable, the Contractor shall provide a undertaking, certify, and guarantee that all **Goods/Services** delivered shall be of the same quality and characteristics as per purchase order.

5. INSPECTION AND ACCEPTANCE

- 5.1. The duly authorised representative(s) of the ARF shall have the right, before payment, to inspect the **Goods/Services** at the Place(s) of Delivery i.e. ARF. Any inspection carried out by representative(s) of the ARF 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/Services**.
- 5.2. Upon delivery and inspection of the **Goods/Services**, the ARF shall inspect the **Goods/Services** as soon as possible and complete the **Goods/Services** Receiving Document. Should any **Goods/Services** fail to conform to the technical specifications, codes and standards under the Contract, the ARF may reject the **Goods/Services**. The Contractor shall, at no cost to the ARF, replace/re-inspect the rejected **Goods/Services** or, alternatively, rectify the non-conformity.
- 5.3. In the case of **Goods** ordered on the basis of specifications or samples, the ARF shall have the right to reject the **Goods** or any part thereof and terminate the Contract if the **Goods** do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract. **(Applicable in case of Goods)**.

6. OBSERVANCE OF LAW AND EXPORT LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the **Goods/Services**, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the ARF 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 ARF shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the ARF 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.

7. PRICE

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

8. PAYMENT

- 8.1. Unless otherwise stipulated in the Purchase Order, the ARF shall make payment of the later of:
 - a. Successful delivery of the **Goods/Services** to ARF as confirmed by the consignee, endorsed by the indenter and approved by the competent authority;
 - b. Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor **(Applicable in case of Goods)**.
- 8.2. All invoices shall be in original and shall contain the ARF Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the ARF, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 10 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice. **(Applicable in case of Goods)**
- 8.3. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- 8.4. The ARF shall not pay any charge for late payments.

9. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the ARF is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the ARF shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the ARF. In the event that any taxing authority refuses to recognize the ARF's exemption from taxes, the Contractor shall immediately consult with the ARF to determine a mutually acceptable procedure for settling the applicable amount.

10. WARRANTY (Applicable in case of Goods)

- 10.1. The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.

- 10.2. The Contractor shall provide a warranty for the Goods for a period of one year from the date of installation of the Goods, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- 10.3. In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the ARF, replace that portion of the Goods and bear all costs associated with the replacement of same.

11. PACKING (Applicable in case of Goods)

- 11.1. The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the ARF 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.
- 11.2. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- 11.3. All packaging materials shall be non-returnable.

12. DEFAULT AND DAMAGES

- 12.1. If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a. deliver any or all of the **Goods/Services** under the Purchase Order;
 - b. comply with any or all of the terms and conditions set out in the Purchase Order;or
 - c. deliver any or all of the **Goods/Services** under the Purchase Order on or before the Delivery Date; the ARF may hold the Contractor in default under the Purchase Order.
- 12.2. When the Contractor is thus in default, the ARF may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- 12.3. Alternatively, to clause 13 above when the Contractor is thus in default, the ARF may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 12.4. The ARF may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 14 for each Day the Contractor is late in delivering the **Goods/Services** past the Delivery Date initially specified in the Purchase Order.
- 12.5. If the Contractor does not remedy its default within the period of time accorded under clause 15, the ARF may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- 12.6. Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the ARF may engage another contractor to deliver the **Goods/Services** and recover any difference in price and any additional costs from the Contractor.
- 12.7. The Contractor shall indemnify the ARF for all losses, charges, costs and expenses, which the ARF may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 13.

13. PENALTIES

If, in accordance with clause 14, the ARF imposes penalties on the Contractor, such penalties shall amount to half percent (0.5%) of the total Purchase Order price for each week or there part-of following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by ARF from any sum(s) due, or to become due, by the ARF to the Contractor.

14. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the **Goods/Services** or fulfilment of any other of the Contractor's obligations by any act or omission of the ARF, or by any of its officials, or by any separate contractor(s) contracted by the ARF, or by changes ordered in the type and/or quantity of the ordered **Goods/Services**, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the ARF determines may reasonably justify the delay, the Delivery Date of the **Goods/Services**, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the ARF and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

15. 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 ARF of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the ARF may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

16. STATUTORY VARIATION CLAUSE

Statutory variation in taxes and duties, or fresh imposition of taxes and duties by state/central government in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to ARF/IIT/Kanpur account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the Bidder/contractor.

17. INDEMNITY

17.1. The Contractor shall indemnify, hold and save harmless and defend at its own expense the ARF and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

17.2. Clause 17 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

18. ASSIGNMENT

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

18.2. The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the ARF. The ARF may require the Contractor

to furnish particulars of the proposed subcontract as the ARF deems necessary.

- 18.3.** The ARF'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.

19. INSOLVENCY AND BANKRUPTCY

- 19.1.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the ARF may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 19.2.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the ARF may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

20. TERMINATION

- 20.1.** The ARF shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

21. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies. Airawat Research foundation (ARF) is having full authority to wave-off/modify any clause of tender/contract any time.

22. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the ARF. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the ARF.

23. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorized in writing by the ARF, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the ARF. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

24. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a. for the ARF: the contact details set out in the 'ARF BUYER' name field of the Purchase Order; and
- b. for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the ARF Contract/Purchase Order.

25. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the ARF any direct or indirect benefit or

preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

26. GOVERNING LAW

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

27. SETTLEMENT OF DISPUTES

27.1. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

27.2. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Project Director of ARF who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Project Director of ARF. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

28. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the ARF.

29. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

30. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

31. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

32. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

TENDER ACCEPTANCE
LETTER
(To be given on Company
Letter Head)

Date: _____

To,

The Chief Executive Officer
Airawat Research Foundation
Kanpur-208016

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

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

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

Declaration for Local Content (Applicable in case of Goods)
(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,
The Chief Executive Officer
Airawat Research Foundation
Kanpur-208016

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

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

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

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

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

Date: _____

The Chief Executive Officer
Airawat Research Foundation
Kanpur-208016

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

Tender Reference No: _____

Name of Tender / Work: -

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

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

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