



INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

Prabandh Nagar, IIM Road, Lucknow – 226013 U.P. (India)
Tel. 0522-6696917, Fax: 0522 2734025, Website: www.iiml.ac.in

E-Tender Notice

NIT No. IIML/GEN/PUR/FMS Printers/08/2022-23

Date: 22 /06/2022

Indian Institute of Management, Lucknow, an autonomous body under the Ministry of Human Resources Development, Government of India invites offers in prescribed BOQ from reputed vendors with the specifications in prescribed Performa. IIM LUCKNOW invites tender from reputed service providers for “Facility Management Services for Printers on rental basis for its Lucknow Campus”.

IMPORTANT DATES	
Title: “Facility Management Services for Printers on rental basis”	
Start date for submission of Bid	22/06/2022
Pre-bid meeting Date & Time	30/06/2022 at 11.00 AM
Last date for submission of tender	12/07/2022 up to 02:00 PM
Date and time for Opening of technical bid	13/07/2022, at 03:00 PM
Estimated Tender Value	Rs.10,00,000/- (Approx.)
EMD/BID Security	Rs. 20,000/- (Approx.)
Performance Security	Rs. 1,00,000/- (Approx.)
Venue for Pre-bid meeting/opening of Technical and Financial bids	The CAO Office Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow – 226 013 (U.P.)
Date of opening of financial bids will be intimated to the eligible vendors later on.	

E-tenders are invited for “Facility Management Services for Printer on rental basis at IIM Lucknow campus”. A free view NIT is available on website of the institute www.iiml.ac.in and Govt. E-Procurement portal, i.e. <https://eprocure.gov.in>. Interested bidders are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender document comprises of the technical and financial bid may be downloaded on acceptance of terms and conditions. The bid duly filled in may be uploaded on E-Portal of Govt. site, i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of submission as mentioned above. The credentials as listed below shall be uploaded online.

- 1. Earnest Deposit Money:** Bidders are required to deposit an amount mentioned on first page of the tender document. Towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

Bank Account No.	07231450000294
Name of Bank & Type of Account	HDFC/Savings
IFSC Code	HDFC0000723

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged document or hide facts relevant to tender / bidder, EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after process.

As per past records, the estimated annual requirement of FMS for Printers is approximately Rs.10,00,000/- (Rupees Ten Lakh only). The actual requirement depends upon requirement of Computer Centre and other offices. The success bidder will be required to render the FMS of Printers on rental basis by replacing the printers and its required Toners on need basis at IIM Lucknow Campus. Through this tender, IIM Lucknow does not guarantee any minimum rentals to the successful bidder and the volume of business / contract value solely depends upon the requirement of such services.

2. Scope of Work: The successful bidder has to provide the following services:

A. Printers for Computer Centre

1. Heavy duty high speed Black & White (Two) and Coloured (One) Laser Printer with Following Support
 - Duplexer (Both Side printing)
 - Photocopy, scan and scan to mail
 - Paper support up to A3 size
 - Network Printer
2. Bidders needs to submit rates for the following (inclusive of paper and toner cost):
 - Per page single side (Black & White) for A4
 - Per page single side (Black & White) for A3
 - Duplex printing per page single side (Black & white) for A4
 - Duplex printing per page single side (Black & white) for A3
 - Per page single side (Coloured) for A4
 - Per page single side (Coloured) for A3
 - Duplex printing per page single side (Coloured) for A4
 - Duplex printing per page single side (Coloured) for A3

B. Printers for Users for its IIM Lucknow offices and various departments (Initially approximately 150 MFD and 5 MFD Network Printers which may change as per requirement).

1. Multi-function Desktop Black & white Laser Printers with following support:
 - Printing
 - Photocopying
 - Scanning
 - Toner replacement. (No paper)
2. The bidder need to submit the rate with toner and replacement and without paper per page single side (B& W- A4 Only)

C. An qualified operator to provide maintenance support i.e, toner replacement, paper refilling, driver installation, assistance to the user in taking print-outs, scanning etc. The duty hours will be all working days (including Saturday) and timing will be the official working hours. The manpower charges must be included in the printers per page rate. No extra payment will be made for the manpower deployment.

D. Installation site, electricity and N/w connectivity for printers for Computer Centre will be provided Computer Center, IIM Lucknow.

3. Pre-Qualification Documents Required

1. The Bidding Party should be a registered company / firm (with GST IN Registration).

2. The average annual turnover of the Bidding firm should be minimum 6 lakhs during last 03 years (2018-19, 2019-20, 2020-21).
3. The Bidding Party should possess minimum 3 years' experience of successfully Providing Facility management services for printers on rental basis to Educational Institutes / Training Institutes or reputed organization(s) and the bidder must meet one of the following conditions:
 - a. One contract in last 3 years (from last date of submission of bid) of Rs.8 lakh
 - b. Two contracts in last 3 years (from last date of submission of bid) of Rs.6.00 lakh
 - c. Three contracts in last 3 years (from last date of submission of bid) of Rs.4.00 lakhThe bidder must submit certificate(s) /contract/ work order from a client having total annual business along with the technical bid.
4. The bidding firm should not blacklisted/debarred of any Government organization/Pvt Education institute. An undertaking in this regard has to submitted in given format along with the bid documents. (Annexure-I).
5. The bidder has to submit signed and stamped Integrity Pact. Format is enclosed at annexure-II

3. Performance Security Deposit:

On issue of the work order for "FMS for Printers on rental basis" at Indian Institute of Management Lucknow, the successful bidder shall Deposit Security for Rs. 1,00,000/- (Rupees One Lakh only) in the form of DD/FD/BG from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of FDR/ BG shall be equal or more than the period of contract plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfil any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.

4. Bid submission process

- i. Tender/quotation should be uploaded on the online tender site in two-bid system (Techno-commercial bid and Price bid) in the enclosed Performa duly filled in and signed.
 - ii. No price should be mentioned in the Techno-Commercial bid. A separate excel file (Financial bid) has been made available on portal for submitting the rates / financial bids. The rates shall not be disclosed on the technical bid. Disclosure of rates with Technical bids will result in technical disqualification.
- ii. Technical Bid should include following:
- a. All documents in support of the eligibility criteria mentioned in this tender document.
 - b. Submission of EMD/Bid Security/MSME certificate
 - c. Declaration accepting the tender conditions & non-blacklisting of the bidder

5. General Terms & Conditions:

1. There will be no minimum amount or number of page commitment. It will be only actual and may vary according to the printer usage.
2. The successful bidder has to maintain the inventory of the essential items i.e, toners (minimum 10% of the number of printer installed, papers minimum 10 rims and any other essential part of the network and MFD printer)
3. The successful bidder must use paper of at least 70 GSM and of high quality, pure white.

4. After printing of 5 lakhs papers from network printer and 1 Lakh from MFD Printer, the successful bidder must replace it with a new printer to maintain the quality of the printout.
5. The operator deputed at IIM Lucknow must get his remuneration as per the govt. rules and all deductions should be made accordingly. The proof of the same must be presented to the Institute.
6. In case of absence of the operator, a substitute must be provided, otherwise a penalty of Rs. 500/- per absent day will be deducted from the monthly bill.
7. If any printer remains down for more than two consecutive days, next day onward a penalty of Rs. 500/- per day will be deducted from the monthly bill.
8. The institute is using automatic Printing Account Software for the Computer Centre printing service tracking. Network printers installed at Computer Centre will be configured and monitored through the same. While claiming the payment (each month) the payment mode will be as follows:
 - a. For Network printers, difference of reading of current and previous months will be taken under consideration. This will be matched with the automatic printing software reports for the same period. Whichever is less will be considered for the final payment.
 - b. For MFD printers, difference of current and previous month readings will be considered for the final payment.
9. Printing services are exclusively for the users of Lucknow campus and it cannot be extended or facilitate to outsiders.
10. The successful bidders shall have to install Printers at the locations decided by the institute within 30 days of awarding of the work order. Failing which a penalty of Rs.5000/- per week would be levied to the contractor subject to maximum of 4 weeks after that the work order shall be withdrawn with forfeiture of the Bid security/EMD and process of debarment/blacklisting will be initiated.
11. The institute reserves the right to terminate the bidding process at any time without assigning any reason. The institute makes no commitments, express or implied, that its process will result in a business transaction with anyone.
12. This bid does not constitute an offer to the any bidders. The bidder's participation in this process may result in selecting the bidder to engage in further discussions and negotiations towards execution of a contract if necessary. The commencement of such negotiations does not, however, signify a commitment by the institute to execute a contract or to continue negotiations. The institute may terminate negotiations at any time without assigning any reason.

6. IMPORTANT INSTRUCTIONS FOR BIDDERS

1. The bidder is advised to go through the eligibility criteria before filling the tender
2. The Indian Institute of Management Lucknow invites the bids in two bids system (Technical & Financial) for FMS for Printers on rental basis.
3. The details of terms and conditions are being given at Part-A (Technical) and Part-B (Financial).
4. Indian Institute of Management Lucknow invites offers in prescribed BOQ from reputed Dealer/Distributor/Firms for "FMS for Printers on rental basis".
5. Tenderer who has downloaded the tender from the Govt. site shall not tamper/modify the tender document including downloaded price bid (BOQ) template in any manner. In case, if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
6. All the Bidders shall have to enter Integrity pact (Annexure-II) with the procuring entity to abide by the integrity pact as per GFR rule no.175 as well as para 3.3 of Manual of Procurement of Goods 2017 and follow the code of integrity.
7. **Amendments to Bidding Documents:** At any time before the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, can modify the Bidding

Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.

8. All pages of the Bid should be stamped, signed, page numbered and indexed.
9. All Payment will be made electronically through NEFT/RTGS, and therefore the firm is requested to submit the bank details while raising the bill(s) (Name of firm, Name of Bank, Account Number, Name of branch and code & IFS code) and against the bill in duplicate along with delivery challan.
10. The bidder shall not make any changes in the downloaded tender document. In case any such changes made by bidder, the original bidding documents shall be final for any future reference or clarification.
11. A Bidder, who does not fulfil any of the above requirements and gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
12. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.
13. IIM Lucknow reserves the right to reject any/all of the offers without assigning any reasons thereof. The bidders may seek clarification with this office from Monday to Friday between 0930hrs. to 1700hrs.) on 0522-6696925 or 6696917.
14. The successful bidder has to provide FMS for Printers on rental basis at Indian Institute of Management Lucknow.

7. Disqualification: The proposal is liable to be disqualified in the following cases:

- a) Proposal not submitted in accordance with this document required or without enclosing proper documents while uploading bid documents on e-procurement portal.
- b) Non-submission of documents/information on seeking through e-procurement portal.
- c) During validity of the period, or its extended period, if any, the bidder increases his quoted prices.
- d) Proposal is received without duly filled and signed with stamp of technical bid (Part-A). Proposal is not accompanied by all requisite documents.
- e) Information submitted in the tender proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f) If quotation is received EMD or valid certificate for exemption (NISC/MSME – only for Services)
- g) The financial bid/ BoQ must not be enclosed /uploaded with Technical bid. Disclosure of rates in Technical bid will result in Technical Disqualification.

8. Forfeiture of Performance Security/Security Deposit:

- a) Non-execution of the supply in accordance with the contract conditions or as per the specifications mentioned in the documents.
- b) In case the bidder is debarred from the bidding process by the competent authority of the institute on whatsoever grounds.
- b) Stops the execution of supply of services without giving prior information to the IIM.
- c) Commits breach of any of the provisions of the integrity pact.
- d) Conditional acceptance of the work order differ from the tenders.

- e) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- f) In case the agency fails to execute the assigned work in time-frame manner. The institute reserves the right to have the work completed alternatively at the contractor's risk and expenses without any further notice to him. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.

9. Debarred/Blacklisting of bidder:

- a. The bidder shall be debarred from the bidding if he has been debarred by any procurement entity on the grounds convicted of an offence, under the prevention of corruption act 1988 or the IPC or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. In case the bidder hides the fact of his debarments and found it later stage during the evaluation, the bidder shall be disqualified for further evaluation or the contract shall be terminated, if awarded. More over the bidder shall be debarred for two years for hiding the fact of debarment. In this case earnest money/Performance Security (whatever is applicable) will be forfeited
- c. Breaching of Integrity pact 1975 or whatsoever provisions exists in this regards.
- d. In case the bidder withdraws his bid after last date for submission of bid or does not accept the work order on award of work, the bidder (s) may be debarred / blacklisted.
- e. In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid, the bidder (s) will be debarred / blacklisted.
- f. Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will lead to disqualification and the bidder will be debarred/blacklisted.

10. Validity of Bid:

The Bid shall remain valid for acceptance for 120 days after the date of Bid opening as prescribed in the Bid Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

11. Contract Period:

The initial contract period would be one year from issue of the empanelment letter. This contract period may be extended for a period of another 2 years on yearly basis on mutual consent of both the parties. The contract can be terminated by either party with an advance notice of 3 months in writing. However, in case there are serious problems with supplies the contractor / successful bidder i.e. poor quality of services or delay or any other reason, the Institute has unfettered right hereunder to terminate the contract at any time without assigning any reason whatsoever. The jurisdiction for dispute (s), if any, shall be Lucknow.

12. Force Majeure Clause:

Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and

monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements. The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

13. Notice and agreement:

The successful bidder / contractor will be required to execute an agreement on non-judicial stamp paper of Rs.100/- (cost to be born by the contractor) within 15 days from date of issue of work order/ LoI. The contract may be terminated by either party with an advance notice of 3 months. However, in case the performance of successful bidder/ contractor is not satisfactory, IIM Lucknow reserves the right to terminate the contract without any notice. The successful Bidder who has been awarded the contract will be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (cost of stamp paper to be borne by the successful bidder) within 30 days from the date of award of the contract.

14. Disclaimer Clause:

IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set out in this tender document and the bidder has no claims against such right. The Institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever. The jurisdiction **for dispute (s), if any, shall be Lucknow**. The purchaser reserves the right to accept or reject lowest or any offers in whole or in part without assigning any reason.

15. ARBITRATION:

“All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Tender and the resulting agreement or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM Lucknow, who may either himself decide the dispute as Arbitrator or appoint some other person as Arbitrator to adjudicate the same, who shall be unconnected with IIM Lucknow. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act 1996.

By consent of parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction. The language of the Arbitration shall be English. The venue of Arbitration proceedings shall be Lucknow”.

(Part-A)
Technical Bid

S. No.	Particulars	To be filled by the bidder								
01	Name of Bidder									
02	Proprietorship/ Partnership, Company									
03	Address of Bidder									
04	Email Id of the bidder (All future correspondence will be through email)									
05	Contact Number of the bidder									
06	GST Number of the Bidder (enclose copy)									
07	The average annual turnover of the Bidding firm during last 03 years (2018-19, 2019-20, 2020-21).	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Financial Year</td> <td>Annual Turn Over (in Rs.)</td> </tr> <tr> <td>2018-19</td> <td>Rs. _____</td> </tr> <tr> <td>2019-20</td> <td>Rs. _____</td> </tr> <tr> <td>2020-21</td> <td>Rs. _____</td> </tr> </table>	Financial Year	Annual Turn Over (in Rs.)	2018-19	Rs. _____	2019-20	Rs. _____	2020-21	Rs. _____
Financial Year	Annual Turn Over (in Rs.)									
2018-19	Rs. _____									
2019-20	Rs. _____									
2020-21	Rs. _____									
08	Does the bidder has 3 years' experience of supply of services to reputed organizations	Yes / No								
09	If yes, no. 9, provide details of 3 similar services and enclose copy of certificate(s) /PO/ agreement in last 3 years.	<p>Please tick the condition(s) meet by the bidder:</p> <p>a. One contract in last 3 years (from last date of submission of bid) of Rs. 8 lakh (Annual billing on one client)</p> <p>b. Two contracts in last 3 years (from last date of submission of bid) of Rs. 6.00 lakh (Annual billing on two client)</p> <p>c. Three contracts in last 3 years (from last date of submission of bid) of Rs. 4.00 lakh (Annual billing on three client)</p>								
10	Have you enclosed filled & signed Annexure-I (Undertaking for Non- blacklisting of bidder)	Yes / No.								
11.	Signed and stamped copy of tender document	YES/ NO								

Place:

Signature of the Tenderer with Seal

(Part-B)
FINANCIAL
BID

Bill of Quantity (**FOR REFERENCE ONLY**)

Sr. No.	Paper Specification		Per page Cost of Heavy Duty Network Printers for Computer Centre (with paper and toner)	Per page cost with toner of Multi-Function MFD Desktop Printers/MFD network Printers for Users (Without Paper)
Specify Printer Name (Brand and Model)				
Black & White Print	A4 Paper Size	Single side		No rates are required
		Both Side		
	A3 Paper Size	Single Side		
		Both Side		
Coloured Print	A4 Paper Size	Single Side		
		Both Side		
	A3 Paper Size	Single Side		
		Both Side		

Note:

- GST will be extra as applicable.
- Lowest bidder will be decided based on totality basis (For summing per page prices of Black & White and Coloured Print-outs).
- The bidders are advised not to disclose the rates in technical bid.
- Rate must be with onsite manpower.

Place:

Signature of the Tenderer with Seal

Date:

Name Address, Tel No, Fax No &E mail id.

Annexure-I
(ON LETTER HEAD OF THE BIDDER) UNDERTAKING

With respect my/our bid submitted against NIT No. **IIML/GEN/PUR/FMS Printers/08/2022-23** Date: **22/06/2022**, I / We _____ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) _____ to hereby declare and solemnly affirm: -

- a) That the individual/ firm/ Agency is /are not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt. or Autonomous Institute.
- d) That the terms and conditions for supply of Laptop services at IIML is acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will provide Laptop services in the stipulated period.
- f) That no partner or shareholder, directly or indirectly is connected/related to any employee working in the IIM Lucknow.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein. We understand that in case the information provided by us found to be false/ incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated and attract appropriate action.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER



INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. IIML/GEN/PUR/FMS Printers/08/2022-23 Date: 22/06/2022

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202_ at _____, India.

BETWEEN

Procuring Organisation, *Indian Institute of Management Lucknow* through the Chief Administrative Officer, Indian Institute of Management Lucknow, for and on behalf of Director, IIM Lucknow (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ 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).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

- 1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, 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 Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal 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 relation to the tender process or the contract execution.
 - (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal 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 Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', 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 Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal 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) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall 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)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall 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 Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Lucknow.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

Chief Administrative Officer
IIM Lucknow
For and on behalf of 'Institute'

(Name of the Officer and Designation)
(Office Seal)
For and on behalf of the Principal

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

NOTE: If the bidder the bidder has submitted a filled and signed 'Integrity Form', and the bidder is declared as 'Technically Qualified', this will be assumed that this form has been signed by the authorized Officer, IIM Lucknow