



INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW
PRABANDH NAGAR, IIM ROAD, LUCKNOW -226013 (U.P.), INDIA

Tender No. IIML/PUR/MGNF/21/2022-23

Date: 28th December, 2022

SUB: "SHORT NOTICE INVITING TENDERS (BIDS) FOR "HIRING OF HOTEL SERVICES (ROOMS AND HALLS ON RENTAL BASIS FOR PARTICIPATING FELLOWS) FOR 14 DAYS (FROM JANUARY 12, 2023 TO JANUARY 25, 2023) FOR CONDUCTING ACADEMIC MODULE-4 (AM4) OF MAHATMA GANDHI NATIONAL FELLOWSHIP (MGNF)"

The bids are invited in two bid system (Technical Bid & Financial Bid in 2 separate envelopes) from reputed Hotels/agencies in the enclosed format for "**hiring of hotel services (rooms and halls on rental basis for participating fellows) for 14 days (from January 12, 2023 to January 25, 2023) for conducting Academic Module-4 (AM4) of Mahatma Gandhi National Fellowship (MGNF)**". A free view of the tender document is available on the website of the Institute (<http://iiml.ac.in>) and CPPP E-Publish (<https://eprocure.gov.in/epublish/app>). Interested vendor/agencies are requested to download the tender document and submit the duly filled bid with the required enclosures on or before the due date and time.

Last date for submission of the bids: 03.01.2023 at 02.00 PM

Opening date & Place of the bid : 03.01.2023 at 02:30 PM,

Venue of opening the bids : Purchase Section, IIM Lucknow Campus (Bidders those who interested to attend the bid opening are requested to arrive the venue 15 minutes prior to scheduled opening.

EMD Amount : Rs. 1,10,000 (Rupees One Lakh & Ten Thousand only)

Estimated Tender Value : Rs. 55,00,000/-

A. IMPORTANT INSTRUCTIONS FOR BIDDERS

1. The required hotel should meet the minimum criteria as mentioned in **Annexure-A**.
2. Indian Institute of Management Lucknow invites offers in prescribed format (**Annexure B & C to be submitted in separate envelopes**) from reputed vendors/agencies for "**hiring of hotel services (rooms and halls on rental basis for participating fellows) for 14 days (from January 12, 2023 to January 25, 2023) for conducting Academic Module-4 (AM4) of Mahatma Gandhi National Fellowship (MGNF)**".
3. The duly filled bids are to be submitted along with **Annexure-B** (a hard copy along with the necessary documents) on or before due date & time.
4. The Director of the Institute reserves the right to reject any of the offers without assigning any reasons thereof.
4. MSME/NSIC registered firms would be exempted from EMD only. The self-attested copy of MSME/NSIC registration must be enclosed with the bid to avail exemption of EMD.
7. The bid should be submitted (by hand/speed post/ courier) within due date by the bidder to "**The Chief Administrative Officer, Prabandh Nagar, IIM Road, Lucknow, UP-226013**". **Late submission of bid will not be accepted.**
8. 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.

9. All the Bidders shall have to enter Integrity pact 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 (**Annexure-E**)
10. **Amendments to Bidding Documents:** At any time before the deadline for submission of Bids, the IIM Lucknow 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.
11. All pages of the Bid should be stamped, signed, page numbered and indexed.
12. 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.
13. 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.
14. 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.
15. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.
16. 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 0522-6696282 or 6696917.

TERMS AND CONDITIONS:

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 vendors “**hiring of hotel services (rooms and halls on rental basis for participating fellows) for 14 days (from January 12, 2023 to January 25, 2023) for conducting Academic Module-4 (AM4) of Mahatma Gandhi National Fellowship (MGNF)**”.

Mahatma Gandhi National Fellowship (MGNF) is a Certificate Program in Public Policy and Management (CPPM) offered by IIM Lucknow that seeks to equip and train individuals for a period of two years to work in state or district administrative activities. The CPPM is designed with inputs from the Ministry of Skill Development and Entrepreneurship. The MGNF seeks to strengthen local institutions and schemes in helping achieve their potential.

1. Eligibility criteria:

- i. The bidder shall be a registered company / proprietary firm under the relevant provisions/ Acts in India.
- ii. The bidder should have valid GST registration and PAN card (enclose documentary evidence)
- iii. The bidder should in business of providing similar services for minimum one year. (Enclose certificate of incorporation/ GST registration)
- iv. The bidder should have an average turnover of minimum Rs. 1 crore during last three Financial Year 2019-20, 2020-21 and 2021-22 (enclose CA certificate showing annual turnover or Balance sheet)
- v. The Hotel offered must be in a radius of 30 KMs from IIM Lucknow and shall meet the criteria mentioned in **Annexure-A**. (Submit signed & stamped Annexure-A)
- vi. The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings / conviction against the bidder at any point of time (Please submit signed & stamped Annexure-C).
- vii. The Bidders should sign & submit Integrity pact and follow the code of integrity (**Annexure-E**)

2. Scope of Work– This is indicative and not comprehensive. The successful bidder may be required to carry out other Miscellaneous activities as well for successful hosting of MGNF Program with regard to stay and food arrangements.

2.1 Academic Module-4 of the Mahatma Gandhi National Fellowship (MGNF) Certificate Program hosted by IIM Lucknow is proposed to be held in Lucknow from January 12-25, 2023 for about fourteen days (arrangements are required for 14 days). About 110 fellows are expected to participate in the program. Accommodation for all these personnel is required in Lucknow (within a radius of 30 Kms from IIM Lucknow campus main gate) in a hotel with facilities mentioned in Annexure-A.

2.2 Successful bidders shall establish a help desk in each hotel premises. It shall be manned for 24 hours in shifts. The help desk shall have a multi-function printer, stationery like paper, Pen, Pencil, Stapler etc. The multifunction printer will have the ability to scan, colour print, and photocopier. The help desk shall have a laptop, and internet / wifi facility.

2.3 The person in charge of the help desk shall perform the duty of a liaison officer to look after the needs of the occupants of the hotel, their food, logistics etc., and will have interaction with his / her counterparts in other hotel premises and officials. There will be 1 mobile phone connection with each person manning the help desk. Further each help desk will have a minimum of 2 mobile phone connections. In case of a change of shift the phone number of the help desk will not change.

Payment for lunch and dinner will be released to the successful bidder based on the inspection report of the concerned department.

2.4 The maximum no. of diets for each meal will be limited to the number of persons staying in the hotel / accommodation as authorised by IIML Committee.

2.5 All food and water will be subject to inspection by food inspector(s) / representative of the Executive committee

2.6 Utmost cleanliness and hygiene will be maintained at all times in entire premises.

2.7 All food and water will be subject to the guidelines of appropriate authorities.

2.8 There should be a sufficient amount of crockery and cutlery for each of the Buffet meals.

2.9 FSSAI/FAO/PFA approved food items should be used/provided.

2.10 Low fat and full cream milk products should be labelled separately while serving.

3 (a). Bid submission process: The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids are to be opened by the Tender Evaluation committee at the first instance and the technical bids will be evaluated.

3 (b). Evaluation of bids: The evaluation of bids will be done by the committee constituted for the purpose. The committee members will evaluate the bids as per submitted documents. The bidders will be shortlisted for financial bid opening after evaluation of the technical bids submitted the bidders and visit of the committee members to hotel offered by the bidders, who have submitted required documents (as part of the technical evaluation). Only those bidders will be declared technically qualified who have submitted the required documents and whose offered hotels on physical verification are found to be meeting the criteria as mentioned in Annexure-A. Financial bids of only technically qualified bidders will be opened. The evaluation process of Financial bid is mentioned in Annexure-C (financial bid).

4. Earnest Deposit Money: Bidders are required to deposit an amount of Rs. 1,10,000/- (Rupees One Lakh & Ten Thousand only). 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 certificates.

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 kept as Security Deposit and will be returned after completion of the awarded work. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged documents 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.

5. OTHER TERMS AND CONDITIONS:

1. IIM Lucknow reserves the right to cancel the quotation without assigning any reason. The scope of work and other terms and conditions are given ahead. In case of any doubt on the specification of items listed in the document. You may seek clarification with this office
2. **Validity of bid:** The bid/Rates should be valid for minimum for 60 days.

3. Disqualification: The proposal is liable to be disqualified in the following cases
 - I. Proposal is not submitted in accordance with this document.
 - II. During validity of the period, or its extended period, if any, the bidder increases his quoted prices.
 - III. Proposal is received after due date and time
 - IV. Proposal is not accompanied by all requisite documents.
 - V. 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.
 - VI. If Quotation is received without EMD or valid MSME certificate issued to the bidder for similar services.
 - VII. If Quotation is not addressed to The Chief Administrative Officer (CAO), Indian Institute of Management Lucknow, Prabandh Nagar, Lucknow-226013.
 - VIII. If the bidder has been black listed by any Government/PSU/Autonomous organization.
4. Liquidated Damages: If the scope of work of this bid document are not met by the firm/bidder during the compliance of the work order, the contractor/bidder shall rectify the same to comply with the tender, failing which, IIM Lucknow has the sole right either to reject or to accept it finally by recovering the amount as deemed reasonable by IIM Lucknow. Under such circumstances, the Contractor/bidder should bear all cost incurred by IIM Lucknow in this regard.

5. 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 regard.
- 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.

6. 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 the 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.

7. FORCE MAJEURE : 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.

8. PENALTY CLAUSE: The successful bidder has to ensure smooth functioning of classes and has to ensure quality care of guests/ candidates. If the successful bidder is unable to provide services to the satisfaction of IIM Lucknow. This will be intimated to the successful bidder (hotel) in writing and if the issue is still not resolved, appropriate penalty, as deemed fit by IIM Lucknow, will be imposed.

In case the successful bidder is not able to provide services to the satisfaction of IIM Lucknow, IIM Lucknow will be free to terminate the contract without any notice and forfeit the security deposit of the successful bidder.

9. DISPUTE SETTLEMENT & APPOINTMENT OF ARBITRATOR: "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.

Annexure-A

- A. **Description of Hotel:** The hotel shall be located within a radius of 30 KMs from the IIM Lucknow Main Gate and it should have the following features:
- Availability of **minimum 61 twin sharing rooms of similar standard in the same building during the period of 14 days (from January 12, 2023 to January 25, 2023)**
 - Availability of minimum 2 Halls for **14 days (from January 12, 2023 to January 25, 2023)** for classroom purposes. One should be with a capacity to accommodate minimum 120 persons and another should be with a capacity to accommodate minimum 60 persons.
 - Wifi throughout the hotel premises
 - 24x7 security guards.
 - Restaurant inside the hotel with sufficient sitting capacity
 - Gym inside the hotel
 - Good connectivity (road) and sufficient parking space
 - Excellent hygiene in and around the hotel.
- B. **Description of Twin Sharing Room:**
- Minimum size: 200 sq. ft.
 - Air-conditioned
 - TV
 - Tea/Coffee maker with required material
 - 24 hours' room service
 - Wardrobe
- C. **Description of Hall for class room purpose:**
- One with a capacity to accommodate minimum 120 persons and another should be with a capacity to accommodate minimum 60 persons
 - Should have projector with screen and pointer
 - Should have sound system with 2 microphones and a lapel microphone
 - White Board with 4 markers

I/We hereby declare that the offered Hotel / premises (Name: _____) meets the above mentioned criteria. The undersigned permits IIM Lucknow to send its Committee members to verify the above facilities inside the offered Hotel/ premises. Further, I understand that, the decision of this committee shall be final and binding.

Name & Signature with Seal of the Bidder
Date:
Place:

TECHNICAL BID

(To be filled by the bidder)

DO NOT ENCLOSE THIS WITH FINANCIAL BID AND DO NOT DISCLOSE RATE WITH TECHNICAL BID

Sr. No.	Description	To be filled by the bidder
1	Name of Firm	
2	Address of firm	
3	GST No. (Enclose certificate)	
4	PAN No. (enclose copy)	
5	Name of Director/Proprietor of the firm with contact no. and email address	
6.	Documents submitted in proof of Eligibility criteria	Yes / No
7	Detail of EMD / MSME certificate	UTR No. _____ dated _____ Or MSME Certificate No. _____
8	Enclosed Annexure-A declaring that the offered hotel meets the criteria mentioned in Annexure-A	Yes / No
9	Experience	
10.	Turnover in last three financial years 2019-20 2020-21 2021-22	
11	Undertaking of Non-blacklisting in any Government/Semi-Government/ Autonomous body/PSUs organization (Enclose signed Annexure-D)	Yes / No
12	Enclosed signed & stamped Integrity Pact Annexure-E (Enclose signed Annexure-E)	Yes/ No
13	Enclose signed tender copy	Yes / No

This is to certify that all above information is correct to the best of my/our knowledge, information and belief. Further I understand that in case the information provided above or in any supporting documents / enclosures to this bid is found incorrect or incomplete or misleading, IIM Lucknow reserves the right to debar / blacklist the firm / hotel for a period of two years and EMD may be forfeited.

Name & Signature with Seal of the Bidder

Date:

Place:

FINANCIAL BID (2 pages)

FINANCIAL BID WILL BE OPENED OF ONLY TECHNICALLY QUALIFIED BIDES. THIS SHOULD BE SUBMITTED IN SEPARATE ENVELOPE (OTHER THAN TECHNICAL BID) DO NOT DISCLOSE RATE IN TECHNICAL BID

The bidder is requested to quote their rates in the following format for providing of hotel services (rooms and halls on rental basis for participating fellows) for 14 days (from January 12, 2023 to January 25, 2023) for conducting Academic Module-4 (AM4) of Mahatma Gandhi National Fellowship (MGNF)”

S. No.	Particulars of services required	Per day rate to be quoted in INR for services mentioned in Column(A) (excluding taxes)	Mention the % of taxes applicable on rate mentioned at column (C)
(A)	(B)	(C)	(D)
01.	Twin sharing room with free Wi-Fi, Breakfast and One major meal (Dinner)		
02.	Hall suitable for 120 persons with the following facilities: 1. Sitting arrangement 2. One white board, 4 board markers 3. Morning & evening tea with cookies & 1 snack 4. Sound system with 2 Cordless Mics and 1 lapel mic 5. Projector with screen		
03	Hall suitable for 60 persons with the following facilities: 1. Sitting arrangement 2. One white board, 4 board markers 3. Morning & evening tea with cookies & 1 snacks 4. Sound system with 2 Cordless Mics and 1 lapel mic 5. Projector with screen		
04	Lunch (1 veg soup, 1 salad, 1 curd, 1 veg, 1 dal, 1 rice, assorted Indian bread, dessert)		
05.	Cancellation charges for whole event after award of work(if cancelled before 48 hours)		
06	Cancellation charges for whole event after award of work (if cancelled before 24 hours)		
07	Cancellation charges for whole event after award of work (if cancelled Less than 24 hours)		
08	Cancellation charges for each room (if cancelled before 48 hours)		

09	Cancellation charges for each room (if cancelled before 24 hours)		
10	Cancellation charges for room (if cancelled Less than 24 hours)		

Note:

- i For deciding the lowest bidder, the sum of the rate quoted plus taxes at sr. no. 01 will be multiplied by 854 (61x14), sr. nos. 2 & 3 will be multiplied by 14 and sr.no. 4 will be multiplied by 1638 (117x14) will be compared. The lowest bidder will be awarded the contract.
- ii The payment will be made for actual utilization only.

Date:

(Signature with seal of bidder)

Place:

SELF DECLARATION OF BIDDER (BIDDER)

I/We have fully understood the 'TERMS & CONDITIONS' containing paras/points as well as Terms and Conditions of the bid documents, which are submitted herewith duly signed by me/us. I/We have made my/our offer keeping in view of the terms and conditions. In addition, I/we also certify that we have not been blacklisted in any Government/Semi-Government/Autonomous body/PSUs organization. All furnished information/documents are true as per my best of knowledge.

Date:
Place:

Authorized Signature
Firm's Seal

INTEGRITY PACT

Integrity Pact for Tender Document No. IIML/MGNF/Hotel Service/...../2021-22 dated 28/12/2022

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 (IIM 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 **hotel services (Accommodation to participating fellows for 13 days from 4th to 17th March 2022) for conducting Academic Module-2 (AM2) of Mahatma Gandhi National Fellowship (MGNF)** to IIM Lucknow, '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., New Delhi.
- 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

<p>(Name of the Officer and Designation)</p> <p>(Office Seal)</p> <p>Signature for and on behalf of 'Bidder/ Contractor'</p>	<p>Chief Administrative Officer</p> <p>For and on behalf of the Principal</p>
<p>Place</p> <p>Date</p> <p>Witness 1: (Name & Address)</p>	<p>Place</p> <p>Date</p> <p>Witness 2: (Name & Address)</p>