



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3500301
Dated/दिनांक : 31-05-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-06-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-06-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institute Of Management (iim)
Office Name/कार्यालय का नाम	Lucknow
Item Category/मद केटेगरी	Advertisement Service - Newspaper - Display Type Advertisement; Page 3; As per list in ATC document; As per list in ATC document; As per list in ATC document; Black and White; Normal Rates
Contract Period/अनुबंध अवधि	2 Month(s) 2 Day(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	25000000

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	3

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR

Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow-226013
(Indian Institute Of Management Lucknow)**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-06-2023 14:00:00	For details related to eligibility criteria, experience, turnover, forms and documents to be submitted by bidders, pre-bid meeting etc., bidders are requested to refer the ATC document with this bid document.

Advertisement Service - Newspaper - Display Type Advertisement; Page 3; As Per List In ATC Document; As Per List In ATC Document; As Per List In ATC Document; Black And White; Normal Rates (192)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Advertisement	Display Type Advertisement
Advertisement Position	Page 3
Names of Newspaper	As per list in ATC document
Language	As per list in ATC document
Edition	As per list in ATC document
Colour	Black and White
Rate offering	Normal Rates
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Tentative Range of Delivery date/Specific date for advertisement	30-07-2023

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Advertisement size in sq cm/Number of words in case of classified text type ad	Additional Requirement/अतिरिक्त आवश्यकता
1	Shiv Kumar	226013, Indian Institute of Management Lucknow , Prabandh Nagar IIM Road, Lucknow	192	<ul style="list-style-type: none">• Number of days for which advertisement is required : 1

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

IIM Lucknow
Account No.
07231450000294
IFSC Code
HDFC0000723
Bank Name
HDFC Bank
Branch address
Lucknow
.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

IIM Lucknow
Account No.
07231450000294
IFSC Code
HDFC0000723
Bank Name
HDFC Bank
Branch address
Lucknow
.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

10. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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 Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



भारतीय प्रबन्ध संस्थान लखनऊ
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow – 226013

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

- a) The “IIM-L” means Indian Institute of Management Lucknow.
- b) “Bidder” or “Tenderer” means the individual or agency, who participates in this tender and submits its bid.
- c) “Successful bidder” means the bidder whom the contract is awarded.
- d) The Contract Price means consideration payable to the agency under the work order for the full and proper performance of its contractual obligations.

2. Details of the Advertisement

S/No.	Matter to be published	The matter to be published will be provided to the successful bidder at least 7 days prior to date of publication.
i	Size of Advertisement	16 cm x 12 cm (Black and White)
ii	Page of Advertisement	Page 03
iii	Date of publication	30 July 2023 (Sunday)
iv	Language of Advertisement:	For English & Regional newspapers advertisement will be in English language; Hindi newspapers advertisement will be in Hindi language; & Employment News advertisement will be in English, Hindi and Urdu languages
v	Name of newspaper/ publication & editions	Given below

Sr. No.	Publication	Editions (including all up-country editions)
1	Arunachal Times	Itanagar
2	Assam Tribune	Guwahati
3	Dainik Bhaskar + Dainik Bhaskar 2 Group	All Editions
4	Dainik Jagran	All Editions
5	Deccan Chronicle	All Editions
6	Deccan Herald	Karnataka
7	Eenadu	All Editions
8	Employment News (Hindi + English + Urdu)	All Editions
9	Hindustan Times	Delhi, Chandigarh, Lucknow & Patna
10	Malayala Manorama	Trivandrum, Kottayam, Kochi, Alapuzha, Kollam, Pathanamthitta
11	Mathrubhumi	Kozhikode, Thrissur, Malappuram, Palakkad, Kannur
12	Nagaland Post	Kohima
13	Navbharat Times	Delhi Editions
14	New Indian Express + Dinamani	All Editions

15	Prabhat Khabar	All Editions
16	Shillong Times	Shillong
17	The Aaj	All Editions
18	The Hindu	All Editions
19	The Hitavada	Nagpur
20	The Indian Express	All Editions
21	The Telegraph + Ananda Bazar Patrika	All Editions
22	The Tribune	Chandigarh
23	Times of India	All Editions including Dadra and Nagar Haveli & Daman and Diu
24	Amar Ujala	All Editions
25	Rajasthan Patrika	All Editions
26	Hindustan	All Editions
27	Udayavani	All Editions
28	The Sangai Express	Manipur
29	Vanglaini	Mizoram
30	Dainik Sambad	Tripura
31	Sikkim Express	Sikkim
32	Ladakh Today	Ladakh
33	Lakshadweep Times	Lakshadweep
34	Andaman Express (Hindi)	Andaman and Nicobar
35	Andaman Sheekha (English)	Andaman and Nicobar

Note: The Institute reserves the right to delete one or more or all publications for advertisement.

3. Instructions for Pre-Bid Meeting

- i. Bidders who wish to attend the PRE-BID meeting are requested to register by sending their email with **subject as "Queries on Advertisement of CAT for IIM"** and details along with their queries to cat2023@iiml.ac.in on or before Date: 06.06.2023 Time: 05.00 PM and the pre-bid meeting will be held on 07.06.2023 at 2.00 PM
- ii. Please mention Subject as "Queries on Advertisement of CAT for IIM" while sending your queries.
- iii. The PRE-BID Meeting shall be organized on online mode only.
- iv. The details required to attend online meeting (link and login credentials) shall be informed by email to the bidders who have registered for PRE-BID meeting.

4. Scope of Work

1. To publish Display in English and regional languages of all nature in the local newspapers and national newspapers as mentioned in bid document.
2. To follow the requirements of IIM-L in respect of the newspapers chosen as well as publication.
3. To do all related work such as spelling correction, grammar checking, composing economically, flawless layout, artwork etc. for the advertisement release and to adhere to the timeline of release.
4. The successful Service Provider will provide the sample of the advertisement to IIM-L for approval before the publication. Also get the approval from IIM-L for the same before 48 hours from the time of publication.
5. In case the complete/part of the text matter for advertisement is not legible and meaningful, the service provider shall obtain clarification from IIM-L before the submission of the bid.

6. The agency must ensure that the matter of advertisement approved is exactly reproduced in the advertisement appearing in the newspaper(s).
7. **Advertisement agency shall be accredited by the Indian Newspaper Society (INS). Provisional or conditional accreditation shall not be accepted. Franchise is not permitted, and bid submitted by franchise will not be entertained.**
8. The service provider should have media and design facilities and translation facility needed to prepare layouts for print media.
9. It is one of the main responsibilities of the service provider to ensure that all advertisements of IIM-L would be placed prominently.
10. If the advertisement is not published as per the order or not as per the matter approved or any other lapse, Service Provider or agency will be required to issue corrigendum/re-advertise, at service provider's cost and IIM-L may also impose a penalty for the lapses in service.
11. On completion of service, successful service provider has to provide "Completion Certificate" from publication and hard (concerned page of all newspapers) and soft copy (of each newspaper) in which advertisement was published.
12. Service provider shall be responsible for the translation of the content provided in English to Hindi & Urdu (Urdu for Employment News only) language as per requirement.

5. GENERAL TERMS & CONDITIONS

1. The Bidders who have downloaded the tender/bid document shall not tamper/modify the tender form including the downloaded price bid template in any manner. In case, the same is found to be tampered/modified in any manner, the bid will be completely rejected and EMD would be forfeited.
2. Bidders are advised to visit the GeM portal regularly till the closing date for submission of tender for any Corrigendum/Addendum/Amendment.
3. All the correspondence regarding this tender shall be on GeM portal only.
4. The details of terms and conditions are given in the Tender document. The bidder has to fill in all necessary details as per the tender document and enclose documents in support of its claims.
5. All filled bids are to be uploaded on the above website on or before the date & time mentioned above. Manual bids will not be accepted.
6. Only those bidders, whose technical bids are complete in all respects, will be considered for evaluation. Financial Bids of only those bidders will be opened, whose technical bids qualify as per evaluation criteria prescribed by IIM-L.
7. Bidders are required to submit Earnest Money Deposit (EMD) or valid document in support of exemption from EMD. No interest will be paid by IIM-L on EMD.
8. Any effort by the bidder to influence any IIM-L Official regarding the tendering process may result in rejection of his bid. EMD will be forfeited in such case.
9. Performance Security: The successful bidder will deposit performance security deposit as mentioned in the GeM Bid within 15 days of issuance of work order/GeM Contract. Performance Security can be deposited in the form of DD/FDR/BG in favour of 'Indian Institute of Management, Lucknow' payable at Lucknow with a validity of 3 months. No interest will be paid by IIM-L on Security Deposit Amount. Performance Security will be refunded/returned to the successful bidder, after two months of completion of contract. Performance Security will be forfeited, if the firm fails to perform/abide by any of the terms or conditions of the tender document, work order and Agreement.
10. Each page of the tender document must be signed by the authorized signatory of the tenderer.
11. Original tender document duly signed and filled up should be uploaded.
12. The tender not accompanied by complete document or duly filled in all respect may be rejected.
13. All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Overwriting of figures is not permitted.
14. Authorization Certificate to be submitted in case the Tender is being signed by any person other than the Proprietor/ owner/ Chairman of the Firm.

15. In the case of lack of clarity or not clearance in any terms or conditions regarding this tender or contract awarded, GFR 2017 will be followed.
16. IIM-L's Right to Terminate the Process: IIM-L may terminate the Tender process at any time and without assigning any reason. IIM-L makes no commitments, express or implied, that this process will result in a business transaction with anyone. This Tender does not constitute an offer by IIM-L. The bidder's participation in this process may result in IIM-L 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 IIM-L to execute a contract or to continue negotiations. IIM-L may terminate negotiations at any time without assigning any reason.
17. IIM-L reserves the right not to accept the lowest tender or not to assign any reason for rejection of any or all the tenders. IIM-L reserves the right for accepting the whole or any part of the tenders and the decision in the matter shall be final and binding.
18. The submission of tender will bind the tenderer to acceptance of all conditions specified in the tender document.
19. The vendor will depute technically qualified executive to coordinate the job with IIM-L team.
20. If the bidder withdraws his bid during the period of bid validity, the EMD shall be forfeited and the firm may be black listed.
21. IIM-L reserves the right to accept or reject any or all the offers fully or partly without assigning any reasons.
22. If any of the document submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM-L. Performance Security will be forfeited on such event.
23. Termination: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the following;
 - a) The Bidder unable to provide service within prescribed time limit mentioned by IIM-L.
 - b) If the Bidder fails to perform any other obligation(s) under the Contract;
 - c) The Institute or the Bidder goes bankrupt or goes into liquidation other than for reconstruction or amalgamation;
 - d) Notwithstanding the above, the Institute may terminate/reject the offer for violation of any law, for any reason of quality of service; or for any irregularity committed by the bidder or any other like reasons. If the Contract is terminated, the Bidder shall stop providing services immediately.
24. All communications will be sent through GeM Portal / email. Bidders are requested to provide their email id.
25. 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 30 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM-L, who may either herself decide the dispute as Arbitrator or appoint some other person as Arbitrator to adjudicate the same, who shall be unconnected with IIM-L. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act 1996. The venue of Arbitration proceedings shall be Lucknow and the language of the Arbitration shall be English. For any dispute, which is not resolved by the Arbitrator, the courts at Lucknow alone shall have jurisdiction.

6. DISQUALIFICATION

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

- i. If the rates are disclosed in the Technical Bid.
- ii. Proposal not submitted in accordance with this document
- iii. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.

- iv. Proposal is received in incomplete format.
- v. Proposal is not accompanied by all requisite documents.
- vi. 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.
- vii. EMD/ Certificate in support of exemption from EMD is not submitted.
- viii. Technical format provided in this ATC is not filled with enclosures and necessary information.

7. Pre-qualification Criteria

Sr. No.	Eligibility Criteria	Documentary Proof must be attached as mentioned below -
1	The applicant should be in ADVERTISING business for a minimum period of Five years as on 31.03.2023 (Please attach copies of Memorandum of Association & Article of Association or other registration documents). The right to accept the business of the agency will rest with IIM-L.	Please upload relevant document as a proof that the firm is in business for the period mentioned
2	The Agency should have Indian Newspaper Society (INS) accreditation. Provisional or conditional accreditation shall NOT be accepted. Franchise is NOT permitted, and bid submitted by franchise will not be entertained.	Please upload relevant documentary proof
3	The bidder should have completed similar service, in last five years as on 31/03/2023: (a) One work of a value more than or equal Rupees 2,00,00,000/- OR (b) Two works of a value more than or equal Rupees 1,25,00,000/- per client. OR (c) Three works of a value more than or equal Rupees 1,00,00,000/- per client.	Please upload Work order along with work completion certificate from client.
4	The average annual turnover of the firm in three Financial Year 2019-20, 2020-21 and 2021-22 shall be minimum Rs. 1,25,00,000.	A certificate with UDIN from Chartered Accountant showing Annual Turnover during the financial years 2019-20, 2020-21 and 2021-22 or Audited Financial statements for these years.
5	The bidder must be a profit (PBT) making organization in the three consecutive financial years: 2019-20, 2020-21 and 2021-22	A certificate with UDIN from Chartered Accountant showing profit (net after all taxes) during the financial years 2019-20, 2020-21 and 2021-22 or Audited Financial statements for these years.
6	Bidder should have GST Registration certificate and PAN.	Copy of PAN, GSTIN (GST Registration).
7	Filled, signed & stamped 'Technical Bid' with required information and supporting documents.	Annexure-A

8.	The Agency should furnish a certificate stating that it has not been blacklisted by any Central/State Government/Public Sector Undertaking/Institute of Govt. of India. The false certification will be liable for further action.	Annexure-B
9	The bidder/ agency is required to submit Integrity Pact	Annexure-C
10	Deposit of EMD or valid document in support of exemption from deposit of EMD.	
11.	Authorization Certificate to be submitted in case the Tender is being signed by any person other than the Proprietor/ owner/ Chairman of the Firm.	

Technical Bid

(To be printed on Bidder's letter head, filled, signed & stamped by the bidder)

S. No.	PARTICULARS	TO BE FILLED BY THE BIDDER									
		Information	Page No. at which the supporting document is uploaded								
1	Name of Agency		NA								
1(a)	Is the Bidder in the ADVERTISING business for a minimum period of Five years as on 31.03.2023? (Please attach copies of the Memorandum of Association & Article of Association or other registration documents).	Yes / No If Yes, Date of Registration: _____									
2	Name of proprietor/ Director of Company/ Firm										
2(a)	Name of person, who is authorized to sign & submit this bid. (enclose valid authorization letter)										
3	Full Address of Reg. Office		NA								
4	Contact No.		NA								
5	E-mail Address		NA								
6	Does the bidder have Indian Newspaper Society (INS) accreditation?	Yes / No (If yes, enclose the valid certificate)									
6 (a)	Does the bidder have Provisional or conditional INS accreditation?	Yes / No									
6(c)	Is the bidder a franchise?	Yes / No.									
7	GST No. (attach self-attested copy)										
8	PAN No. (attach self-attested copy)										
9.	Details of the Financial Turnover of the Bidder. (attached a certificate with UDIN from Chartered Accountant showing Annual Turnover during the financial years 2019-20, 2020-21 and 2021-22 or Audited Financial statements for these years.	<table border="1"> <thead> <tr> <th>Financial year</th> <th>Annual Turnover in INR</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> </tr> </tbody> </table>	Financial year	Annual Turnover in INR	2019-20		2020-21		2021-22		
Financial year	Annual Turnover in INR										
2019-20											
2020-21											
2021-22											
10	Details of the and Profit (net after all taxes) of the bidder Attach a certificate with UDIN from Chartered Accountant showing profit (net after all taxes) during the financial years 2019-20, 2020-21 and 2021-22 or Audited Financial statements for these years.	<table border="1"> <thead> <tr> <th>Financial year</th> <th>Profit (after all taxes) in INR</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> </tr> </tbody> </table>	Financial year	Profit (after all taxes) in INR	2019-20		2020-21		2021-22		
Financial year	Profit (after all taxes) in INR										
2019-20											
2020-21											
2021-22											
11	Does the bidder meet any of the following conditions in last in last five years as on 31/03/2023? (a) Completed one similar work of a value more than or equal Rs. 2,00,00,000/- OR (b) Completed two similar works of a value	Yes / No If yes, mention the condition you meet: _____ and provide the details of work orders in Annexure-A (1)									

	more than or equal Rs.1,25,00,000/- per client. OR (c) Completed three similar works of a value more than or equal Rupees 1,00,00,000/- per client.		
12	Has the bidder enclosed / attached filled, signed & stamped Annexure-B regarding non-blacklisting/ debarring of the agency ?	Yes / No	
13	Has the bidder enclosed/ attached filled, signed & stamped 'Annexure-C' (Integrity Pact)	Yes / No	
14	Details of EMD or valid document in support of exemption from EMD	UTR/FDR/PBG No. _____ Date: _____ Or Exemption document No. _____	
15	Does the bidder accepted the conditions mentioned in the GeM Bid and Additional Terms & Conditions(ATC)?	Yes / No If yes, Please attached s signed & stamped copy of the bid document and ATC.	

This is to certify that I have understood the terms & condition of the tender document and all the information provided above & enclosed is true to the best of my knowledge and belief. I also understand that if any information is found to be false or incomplete or misleading, my bid will be cancelled, EMD may be forfeited and the bidder may be blacklisted/debarred.

Signature of the Bidder _____

Date: _____

Annexure-1 (A)

DETAILS OF THE WORK EXPERIENCE

To be printed on Bidder's letterhead

NAME OF BIDDER: _____

Sl. No.	Name of the Client	Work Order No. & date	Issued during the Financial Year	Order completed on (date)	Value of the work order in INR	The copy of work order/ completion certificate from the client is enclosed at Page nos. mentioned below
1						
2						
3						
4						

Signature & Stamp of the Bidder

(On Bidder's letter head)

DECLARATION FORM

Bid No. _____ dated _____

1. I/ We _____ of (Name of the company) _____ I hereby accept the Terms & Conditions mentioned in the tender document along with annexure(s).
2. Further it is certified that we have never been black-listed by any Government / PSU / Autonomous Body in Past.
3. We also certify that all the information provided by the is true and correct and we understand that in case any information provided by the us, is found to be incorrect or misleading, our contract can be terminated and EMD/Security Deposited may be forfeited and we may be blacklisted.

Signature of the bidder with stamp & date _____

Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No.

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____202_ at _____, India.

BETWEEN

Procuring Organization, *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:
(Name & Address)

Witness 2:
(Name & Address)