



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-PUR/Laptop Bag/15/2021-22

Date: 27/01/2022

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 Manufacturers/Distributors/Dealers for the supply of MDP Laptop Bag for its Lucknow & Noida Campus.

IMPORTANT DATES	
Start date for submission of tender	28/01/2022
Pre-bid meeting Date & Time	Date:04/02/2022 Time: 11:00 Hrs. In case the bidder interested to join the meeting online may click on below google link: Pre bid meeting- ARC of laptop Bags Friday, February 4 · 11:00am – 12:00pm Google Meet joining info Video call link: https://meet.google.com/gjx-owod-nqg Or dial: (US) +1 678-631-8742 PIN: 523 380 231#
Last date for submission of tender	17/02/2022 up to 02 PM
Date and time for Opening of technical bid	18/01/2022, at 03 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 supply of MDP Laptop Bags for Indian Institute of Management, Lucknow. A free view NIT is available on Govt. E-Procurement portal, i.e. <https://eprocure.gov.in>. Interested Manufacturer /Distributor/ Dealer/ Vendors 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 Laptop Bags is approximately 4000 bags. The actual requirement depends upon requirement of MDP office from time to time. The success bidder will be required to deliver the bags at IIM Lucknow & IIM Lucknow Noida Campus as per the Purchase Order (PO) issued from time to time during the contract period. Through this tender, IIM Lucknow does guarantee any minimum bags to the successful bidder and the volume of business / contract value solely depends upon the requirement of such bags. IIM Lucknow is not bound to purchase bags from the selected / successful bidder and it will be the sole discretion of IIM Lucknow to opt any other source of supply of bags as deemed fit.

2. **Performance Security Deposit:**

On issue of the work order for “Annual Rate contract for MDP bags” at Indian Institute of Management Lucknow and Noida campus, 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.

3. **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. Bid Security Declaration
 - c. Declaration accepting the tender conditions & non-blacklisting of the bidder

4. 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 quotations in two bids system (Technical & Financial) for supply of Laptop Bags for MDP participants.
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/Manufacturer for Laptop Bags with the specifications in enclosed proforma.
5. The technical specifications of Laptop Bag are to be complied with by the bidder, as detailed in the BOQ. A sample should be submitted as per specifications of bag by the bidder to **The Chief Administrative Office, Prabandh Nagar, Off Sitapur Road Lucknow, UP-226013.**
6. 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.
7. 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.
8. **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.
9. All pages of the Bid should be stamped, signed, page numbered and indexed.
10. 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.
11. 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.
12. 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.
13. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.
14. 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.
15. The successful bidder has to deliver the Laptop Bags at Indian Institute of Management Lucknow and Noida Campus as per need of the institute.

16. The final decision will be taken by the Committee Members after physically checking the material & price and quality.

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

- I. Proposal not submitted in accordance with this document required or without enclosing proper documents while uploading bid documents on e-procurement portal.
- II. Non-submission of documents/information on seeking through e-procurement portal.
- III. During validity of the period, or its extended period, if any, the bidder increases his quoted prices.
- IV. Proposal is received without duly filled and signed with stamp of technical bid (Part-A). 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 Self-Attested Bid Security form or valid certificate for exemption (NISC/MSME – only for manufacturers)
- VII. The financial bid/ BoQ must not be enclosed /uploaded with Technical bid. Disclosure of rates in Technical bid will result in Technical Disqualification.

6. 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 bags 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.

7. 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.

TECHNICAL BID

PART—A

1. 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 the 5 years' experience of successfully handling the supply of Bags to Educational Institutes / Training Institutes or reputed organization(s) and the bidder must meet one of the following conditions:
 - a. One contract in last 5 years (from last date of submission of bid) of Rs.8 lakh
 - b. Two contracts in last 5 years (from last date of submission of bid) of Rs.6.00 lakh
 - c. Three contracts in last 5 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 sample of offer item should be as per requirement and specification given below.

2. Submission of Samples

- a) The bidder should submit at least one (01 No.) acceptable sample bag confirming to each specification (free of cost) to the Institute on or before the last date of bid submission to **The Chief Administrative Office, Prabandh Nagar, IIM Road Lucknow, UP-226013.**
- b) Bids received without samples will not be evaluated and will be summarily rejected.
- c) The sample will be examined and evaluated by the Designated Technical/Tender Committee, whose decision will be final.
- d) Those bidders, whose sample/supply failed on testing against the laid down specifications in the past, shall not be considered.
- e) An approved sample of the successful bidders shall be retained by the Institute. In case of any dispute regarding the quality future supplies, the supply would be compared with the approved sample so retained by IIM Lucknow.
- f) The samples of unsuccessful bidders will be returned to them. It shall be the responsibility of the unsuccessful bidder to collect the samples from IIM Lucknow within reasonable time / time specified in the communication sent by IIM Lucknow.
- g) The bidders may visit Purchase & Store department at IIM Lucknow and IIML Noida campus to evaluate specification, size, feel, fabric for depositing sample accordingly before submitting the technical bids as well as sample.

3. 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.

General Terms & Condition:

1. GST should be shown explicitly, if any. Any other tax like entry tax will not be paid by IIM Lucknow.
2. Payment will be released within 30 working days of the supply of items on satisfactory report from the user section.
3. In case the bidder feels that the delivery of items is not possible on due delivery date & time. The prior approval for extension of delivery period will be required for exemption of any penalty/Liquidated damage for delayed delivery. No extension of the delivery date is to be granted suo-motu unless the supplier specifically asks for it.

4. 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. quality of bags 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.

5. 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.

6. Delivery Terms:

The successful bidder will be required to deliver the ordered bags within 30 days from date of issue of work order. However, on submission of valid reasons, IIM Lucknow may grant extension in delivery. The vendor/ successful bidder will be required to supply the bags to both campus of IIM Lucknow i.e. Lucknow & Noida (as mentioned in Purchase Order).

7. 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 bags 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.

8. Penalty Clause:

- a. If the firm/ successful bidder is unable to supply the material within the stipulated time, a penalty of 0.5% of the purchase order value for delay of every one week will be charged and maximum 10% of purchase order value. Further, in case of delay in supply of more than 3 weeks, the IIM Lucknow may decide to cancel the purchase order and procure the bags from open market or any other vendor. Rates charged over & above the ARC rates of successful bidder, will be recovered from the successful bidder and suitable penalty will be imposed on the successful bidder.
- b. In case, the bags are not supplied as per specifications or damaged bags are supplied, the defective piece/s will be returned for replacement failing which Rs.500/- per rejected piece would be imposed on the firm and shall deduct from the running bills/performance security whatever is feasible.

9. Quantity:

The quantity mentioned is approximate and the same can vary depending upon the requirement.

10. WARRANTY:

The supply made by the supplier shall be of best quality and workmanship and shall be in accordance with the specifications stipulated in the Purchase Order. Replacement warranty should be there for 6 months against manufacturing defects.

11. 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.

12. 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".

13. Technical Specifications of Laptop Bags:

	Technical Specifications
Size	18" (Vertical), 14" (horizontal), 6" Width
Material	Dirt resistant, High quality Polyester fabric material
Colour	Black
Padded shoulder straps	width 6 cm, thickness 3 mm with an adjustable attachment of soft narrow woven fabric (width 2.5 cm)
Pockets	Multiple
Zip	Good quality zip (No:8 Tony / MGB / ARE)
	Zipper (Fastener) with 2 nos. sliding tabs: Toothed edges of plastic with metal sliding tabs. (Best quality, Tony / MGB / ARE)
	Zipper with puller using for main compartments
Bottle carrier	With good quality flock fabrics on two side
IIM LOGO	IIM Logo will be embossed (embroidery) on front side of bag. Logo should be as available on our Institute website.
Additional requirements	Bag should have 3 compartment with three zip opening (Brass), in which one of the compartments should be capable of safely carrying a laptop.
	Back compartment padded to protect Laptop up to 13.6" in size.
	Internal pocket for Media device, Cell Phone, Business Cards, Money, Keychain Holder & Pens with small pocket with fastener zipper (No. 8, Tony / MGB / ARE)
	The length of the back strap shall be adjustable by means of good quality buckles. Adjustable side strap with buckle - 20 mm width
	The bag shall be neatly finished with straight and parallel rows of stitching, wherever required
	All material edges to be tucked and stretched to prevent fraying
Buckles	Plastic which can bear an impact of at least 5 kg
Handle	On the top with soft cushion inside – 30 mm width, capable of withstanding of 15 kg weight
Hook strap	Made of same Polyester material
Bottom Bush	Rectangular PVC
Partition	Shall be made with same Polyester material, in addition with reinforcement material
Strength	Design should be appealing, stylish and strong so as to carry a weight of 12-15kg
Pocket	Pocket for Visiting Card on back Side with PVC sheeting
Rubber Pads	Base material (ILL) Rubber Pad
Photograph	The photograph of proposed bag is attached and those who are interested may carry out the physical verification of the existing bag (same type of bag is required) on the day of pre-bid meeting.

Images of Sample Bag

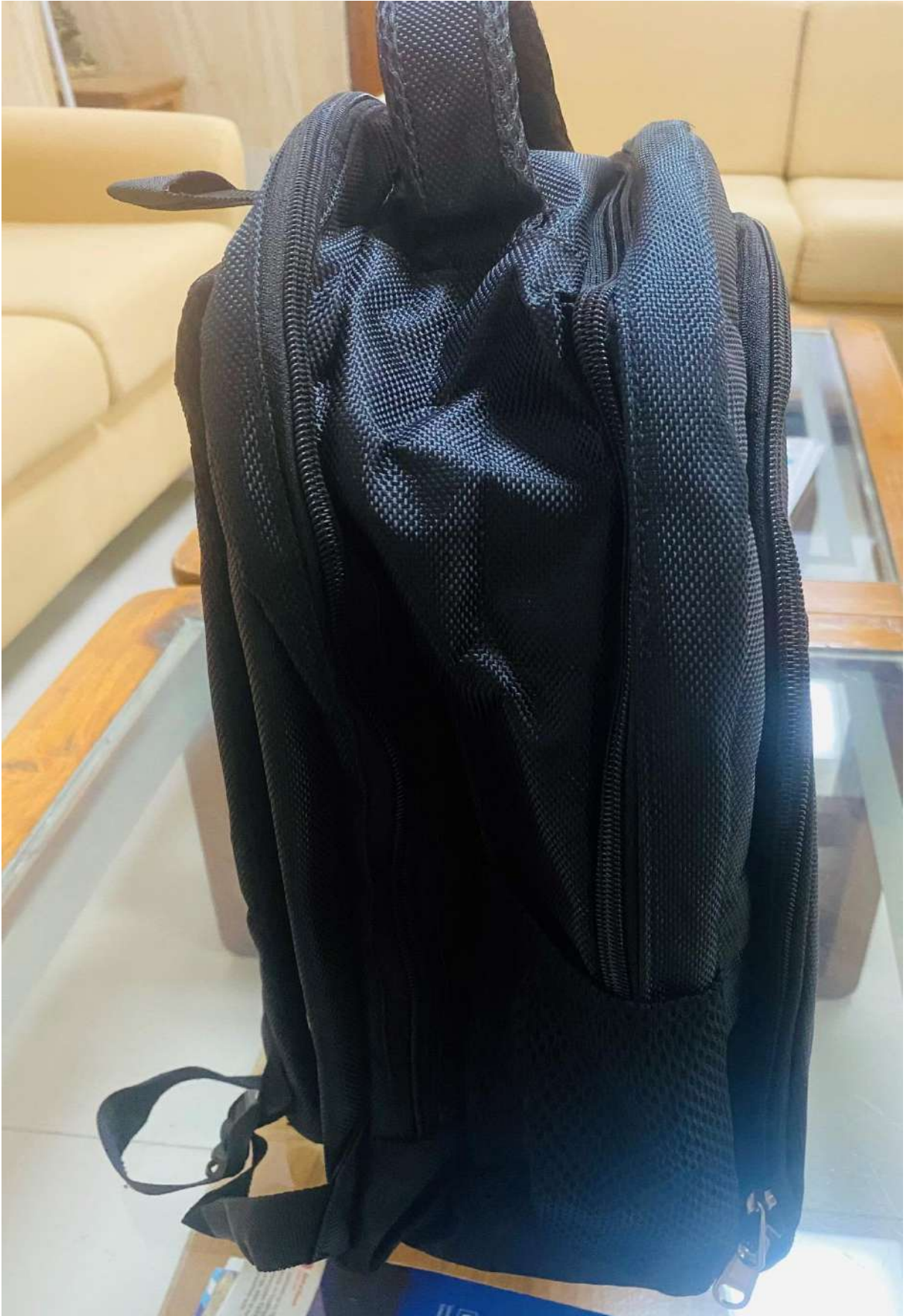
Front View



Back View



Left Side View



Right Side View



(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	Annual Turnover of the bidder									
08	The average annual turnover of the Bidding firm during last 03 years (2018-19, 2019-20, 2020-21).	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Financial Year</th> <th style="text-align: left;">Annual Turn Over (in Rs.)</th> </tr> </thead> <tbody> <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> </tbody> </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. _____									
09	Does the bidder has 3 years' experience of supply of bags to reputed organizations	Yes / No								
10	If yes, no. 9, provide details of 3 similar supplies 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 5 years (from last date of submission of bid) of Rs.8 lakh (Annual billing on one client)</p> <p>b. Two contracts in last 5 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 5 years (from last date of submission of bid) of Rs.4.00 lakh (Annual billing on three client)</p>								
11	Have you enclosed filled & signed Annexure-I (Undertaking for Non- blacklisting of bidder)	Yes / No.								

12	Have you submitted a sample bag as per requirement and specifications / pictures given in the tender document.	Yes / No If yes, please enclose copy of the acknowledgement for receipt of sample by CAO / Purchase Office, IIM Lucknow.
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Place:

Signature of the Tenderer with Seal

Date:

Name:

Address:

Tel No.:

Fax No.:

E mail id:

(Part-B)
FINANCIAL
BID

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

S. No.	Description	Offered rate Per Unit
01	Laptop Bag (As per specification)	Please quote your rates in BoQ (Financial bid) uploaded in excel file on eprocure portal
02	Embroidery (As per specification)	
03	Cartage Charges:, if any Delivery at IIM Lucknow Campus	
04	Cartage Charges: if any Delivery at IIM Lucknow Noida Campus	
	Total (01 to 04)	
	Total Amount (01 to 04) in words: _____ _____	

Note:

- GST will be extra as applicable.
- Lowest bidder will be decided based on total amount (total of sr. no. 1 to 4 excluding GST)

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-PUR/Laptop Bag/15/2021-22**
Date: 27/01/2022, 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 bags at IIML is acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will provide Laptop bags 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

Annexure-II



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-PUR/Laptop Bag/15/2021-22 Date: 27/01/2022

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)