



**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](http://www.iiml.ac.in)

**E-Tender Notice**

**NIT No. IIML-PUR/TRANSPORT SERVICES/10/2022-23**

**Date: 02/08/2022**

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 Transport Service Providers for “Providing Transport Services (Bolero/equivalent) at IIM Lucknow”.

<b>IMPORTANT DATES</b>	
Total Estimated Value of Tender	Rs.12,00,000/-
Amount of Bid Security/Earnest Deposit	Rs. 60,000/-
Start date for submission of tender	02/08/2022
Last date for submission of tender	23/08/2022 up to 02 PM
Date and time for Opening of technical bid	24/08/2022, at 03 PM
Venue for opening of Technical and Financial bids	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 “Providing Transport Services (Bolero/Equivalent) at IIM Lucknow” for Indian Institute of Management, Lucknow. A free view NIT is available on Govt. E-Procurement portal, i.e. <https://eprocure.gov.in>. Interested Transport Service Providers 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.

- 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

## 2. Performance Security Deposit:

On issue of the work order for “Providing Transport Services at IIM Lucknow” at Indian Institute of Management Lucknow, the successful bidder shall Deposit Security equivalent to 5% of the annual contract value (Including GST) 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. Eligibility Criteria:

- I. The bidder must have Goods & Service Tax registration certificate (enclosed a copy of GST certificate).
- II. The bidder should have minimum 03 years working experience for providing transport services/Vehicles Services in reputed Private firms, Central/State/PSUs/Autonomous Bodies, reputed education institutes etc.
- III. The bidder should have minimum average turn-over of Rs.5.00 Lakh in last three financial years (FY 2018-19, 2019-20, 2020-21 or 2021-22) (enclosed copy of ITR of Proprietor/Turn over certificate issued by CA/ Balance sheet of the firm).
- IV. The bidder should have minimum 02 (Two) Bolero or equivalent vehicles with AC not older than 03 years. The bidder who don’t have 02 (Two) bolero or equivalent vehicles can attach booking receipts of Two bolero or equivalent vehicles with AC from prominent showrooms to participate in bidding process. (enclose Copy of RCs or Copy of booking receipts). In case the contract is awarded on the basis of booking receipts, the bidder shall have to purchase the vehicles within 30 days. Failing which, a penalty of Rs. 1000/- per day will be imposed beyond 30 days up to next 30 days afterwards the contract shall be terminated and the bid security shall be forfeited following the process for blacklisting/debarred.
- V. The bidder should not blacklisted/debarred from any of the Central/ State Government office or PSUs/ Autonomous Bodies of Central/state government during last 3 years. (enclosed Annexure-I).

4. **Scope of Work:** The institute requires Two (02) passenger vehicles with Air conditioner (Bolero or equivalent) for transport services, one for 12 hours and another for 24 hours (365 days). The Vehicle will ply I) from inside the campus to T-Junction and vice-versa II) from inside the campus to Purania Chauraha vice-versa as well as other assigned duties, and will perform all entrusted duties. (as per transport schedule of transport section IIM Lucknow campus)

## 5. 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.**
- iii. Technical Bid should include following:
  - a. All documents in support of the eligibility criteria mentioned in this tender document.
  - b. A copy of NIFT/RTGS for depositing of EMD/ A copy of valid certificate of MSME/NSIC
  - c. Declaration accepting the tender conditions & non-blacklisting of the bidder
  - d. Signed Integrity Pact (Annexure-II)

## **General Terms & Conditions**

1. **Contract Period:** The initial contract period would be one year from issue of the Work order. This contract period may be extended for a period of another 3 years on yearly basis on mutual consent & satisfactory performances. 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 services or delay or any other reason, the Institute has unfettered right hereunder to terminate the contract at any time without assigning any reason whatsoever. The jurisdiction for dispute (s), if any, shall be Lucknow.
2. 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.
3. **Bid Validity:** The bid shall be valid for **120 days** from the last date of submission of the bid. The institute may request to the bidder for extension of the bid validity, if the situation arises. In case the bidder withdraws his bid after the last date of bid submission within the bid validity. His bid security may be forfeited and process of blacklisted/debarred may be initiated.
4. 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.
5. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.
6. 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
7. **Amendments to Bidding Documents:** At any time before the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, can modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
8. **Payment:** Payment will be made on monthly basis within 30 days after submission of the bills with all necessary enclosures duly certified by the user department. 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.
9. IIM Lucknow reserves the right to terminate the contract at any time without assigning any reason thereof by serving 30 days' notice.

### **10. Penalties:**

1. In case of break-down of the vehicle, the same to be replaced by other vehicle in good condition immediately (maximum one hour from the time of break-down). Failure on the part of service provider to supply such replacement will attract imposition of penalty of Rs.1500/- against each break-down.
2. IIM Lucknow also reserves the right to impose penalties of (Rs.1500/- for lapse of service) unsatisfactory services which may include:
  - a. Delayed arrival/report at the designated stop/place.
  - b. On misbehavior with the users for each incident on the basis of written complain.
  - c. Violation of instruction given by the competent authority of IIM Lucknow.

The final decision of the extent of penalty on the service provider will rest with the Institute's Competent Authority and it is binding on the service provider. The Competent authority may

waive off imposed penalty on the written appeal of the vendor on valid grounds.

**6. Forfeiture of Performance Security/Security Deposit:**

- a) Non-execution of the contract in accordance with the terms & conditions or as per the specifications mentioned in the documents.
- b) Stops the execution of Transport Services without giving prior information to the IIM.
- c) Commits breach of any of the provisions of the contract.
- d) Conditional acceptance of the work order differ from the tenders shall not be considered.
- 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. 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 be, 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.

**8. 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.

**9. Arbitration:**

All disputes shall be tried to be settled mutually by making reference to conditions of contract documents or prevailing local practices, etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provision of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The venue for such arbitration will be at Lucknow. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

### **SPECIAL TERMS AND CONDITIONS**

1. The Rate quoted must be for providing transport services by two passenger vehicles with AC (Bolero or equivalent vehicles).
2. The Firm/Contractor should provide a landline/mobile number on which he or his representative can be contacted any time (24x7 Hrs).
3. Vehicles supplied to IIM Lucknow shall fully comply with vehicle fitness requirements in the State, and all provisions of the Motor Vehicles Act, 1988 and rules made there under including other instructions/requirements issued/specified from time to time. The vehicles should be in excellent condition and well-furnished and should be the latest models, **not more than 3 years old (from the date of manufacturing/ registration) on the date of entering into the rate contract and should not be older than (3 years+ contract period) during the entire contract.** The vehicles should be fitted with proper upholstery and accessories etc. Unauthorized CNG/LPG Gas kits are not allowed as a fuel in any Bolero.
4. During duty hours, the vehicle should be parked at the designated parking zone and will remain under the control of IIM Transport.
5. The condition of the vehicle will be inspected period to commencement of the contract.
6. In each case the monthly invoice of the said vehicle should be submitted within Seven days (7 days) of the next months along with the duty slip duly filled and signed by the concerned users or guest to IIM Transport department.
7. While on duty the driver should keep with him the proper & up-to-date required documents of the vehicle, valid driving license.
8. Driver of the vehicle must be provided and maintain mobile phones. No extra charges would be paid by IIM Lucknow for the same.
9. The rates will be inclusive of cost of petrol/diesel, lubricants, driver's salary & allowances, maintenance, taxes/cess (excluding GST toll tax & parking) etc.
10. The Driver should be courteous to the users, maintain discipline, decorum, well dressed & should always carry mobile phone with him. In the event of misbehavior on the part of driver, IIM Lucknow may impose penalty as deemed fit on the service provider.
11. The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative of the service provider during his to and from journey and or while attending to the services of the Institute and no other charges whatsoever shall be payable by the Institute of the service provider.
12. The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime etc. are the responsibility of the service provider and should be paid by him. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
13. The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations. The Institute will not be responsible for any challan, loss, damage, or accident to the vehicle or to any other vehicle or injury.
14. The driver deployed by the Contractor for driving the vehicles should hold valid commercial driving license and be fit physically and mentally. Medical Fitness certificate for driver appointed pursuant to this Tender should be provided at the time of award of tender. The driver provided for driving, should have at least 03 years of prior driving experience.
15. The Contractor shall obtain adequate insurance cover for the vehicle, his driver and all bonafide passengers of the vehicle supplied pursuant to this tender. Further, the contractor shall be responsible for all injuries and accidents to such staff and bonafide passengers including such injuries and accidents which may arise or occur to his employees and/ or the bonafide passengers during the course of performance of the Contractor's obligations pursuant to this tender.
16. The vehicle sent for services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. In no case, the driver should be allowed to

smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the guests.

17. The contract will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the licensed drivers.
18. No deviation shall be entertained during the course of any specific duty/tour, and agency should be able to provide for all documentation, required support to car/driver on duty, replacement of car/driver as and when required in the case of unforeseen circumstances or breakdown. The duty shall have to be completed to the satisfaction of the passengers.
19. Contractor shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, Service Tax or any other extra taxes levied by the Government) the companies Act, Motor Vehicles Act, 1988 etc. and shall adopt all required, Welfare measures for the Contractor Employees and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof to IIM Lucknow in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and IIM Lucknow shall not be held liable for such responsibilities/ obligations in any manner what-so-ever.
20. In case of accident, any compensation claims arising out of such accident shall be made by the contractor in accordance, with the law which is in force to each or everyone of the affected persons or their legal heirs depending upon the merits of each individual case. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall be borne/paid by the Contractor. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user /Institute.
21. The service provider is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case, the vehicle is withdrawn for Maintenance/repair/breakdown, a substitute vehicle should be provided forthwith.
22. Liability of the service provider: When the Institute engages a vehicle, all liabilities in respect of the vehicle and the driver including accident to vehicle, injury to driver and the passengers travelling in vehicles shall rest with the service provider. The hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
23. The engagement and employment of driver and payment of wages as per existing provision of various labour laws or regulations shall be deemed to be breach of this contract if not adhered to.
24. The Service provider shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the users. The essential spares are to be stored in the vehicle for trouble free driving. IIM Lucknow shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to IIM Lucknow will have to be suitably compensated by the service provider.
25. Vehicle having commercial registration, shall be supplied to IIM Lucknow and taxes etc., due on such vehicles shall be liability of the service provider.
26. The vehicle deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per IIM Lucknow's requirement with proper pollution check and valid pollution certificate.
27. In case of break-down/servicing/repair, the service provider shall provide alternate vehicle of same model immediately, failing which vehicle shall be hired from any other source/sources at the risk and cost of the service provider.
28. The Successful bidder has to follow the transport schedule provided by the transport section. The transport schedule for Section-B for 12 hours shall be decided by the transport section. No night charges or other charges shall be payable during the transport schedule. Extra hours shall be payable beyond the transport schedule.

## TECHNICAL BID -PART-A

S. No.	Description	Particulars to be furnished by the Bidder	Compliance by the Bidder (Yes/No)	Page No.
1.	Name of the firm/company with registered address (attach an attested copy of registration)			
2.	Phone, Fax, Email, Mobile and Name of Contract Person			
3.	<b>PAN No.</b> (attach an attested copy)			
4.	<b>GST Registration No.</b> (attach an attested copy)			
5.	Name and Number of Vehicles (Details of minimum 02 Nos of passenger vehicles with AC (Bolero or equivalent) not older than 3 years (enclosed copy of RCs or details of booking receipts)	Model/Make Regn year Regn No. 1 2		
6.	The experience of the bidder during last 03 years providing passenger vehicles for transport services in Central/State Government offices or PSUs/Autonomous bodies/ Reputed education institute or reputed private firm. (enclosed experience certificate/work orders/agreements or any other documents			
6.	Minimum average turn-over of Rs.5.00 Lakh in last three financial years (FY 2018-19, 2019-20, 2020-21 or 2021-22) (enclosed copy of ITR of Proprietor/Turn over certificate issued by CA/ Balance sheet of the firm			
7.	EMD/MSME/NSIC Details	UTR No..... Date..... Amount.....		
8.	Singed Integrity Pact (Annexure-III)			
9.	Singed Tender Copy			
10	Singed Annexure-1			

STAMP &amp; SIGNATURE OF THE BIDDER

**FINANCIAL BID PART-B**  
**(For reference only)**

(The bidders are advised not enclosed this duly filled format with the technical bid)

<b>Sl. No.</b>	<b>Type of Vehicle</b>	<b>Monthly rent (Fixed) Minimum</b>		<b>Rate per Km. Beyond fixed km</b>	<b>Rate per Hours beyond fixed hours</b>
		Section-A 1) Upto 5000 kms (for 24 hours)	Section-B 2) Upto 3000 kms (for 12 hours)		
1.	Bolero or equivalent passenger Vehicle (with Air conditioner)				

- **The bidders are advised not to disclose price/rate in the technical bids, if the bidder do so, his bid shall be summarily rejected and will not considered for further evaluation.**
- If the bidder quotes "NIL" charges for any of the part of financial bid. His bid shall be considered unresponsive and shall not be considered for further evaluation
- L1 bidder shall be decided on totality basis (Section A+ B) for both the component. Rate for extra Km shall not take into account while evaluating L1 Bidder
- GST will be extra as applicable.
- Toll charges, Parking charges shall be reimbursed on the production of relevant receipt.

**STAMP & SIGNATURE OF THE BIDDER**



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

With respect my/our bid submitted against NIT No. **IIML-PUR/TRANSPORT SERVICES/10/2022-23 Date: 02/08/2022**, 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 “Providing Transport Services at IIML” is acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will provide Transport Services the stipulated period.
- f) That no partner or shareholder, directly or indirectly is connected/related to any employee working in the IIM Lucknow.

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

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

STAMP & SIGNATURE OF THE BIDDER



## INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

### Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

### **Integrity Pact for Tender Document No. ....**

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 Organization.
- 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 organization 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 organization 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 organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring organization 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 organization.

### **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)