

Bid Corrigendum

GEM/2023/B/3500301-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **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. 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 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. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
6. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
7. 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. 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. 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.
0723145000294
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 uploaded ATC document [Click here to view the file.](#)

Disclaimer

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



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)

CORRIGENDUM-I

CLARIFICATION TO QUERIES RECEIVED DURING THE PRE-BID MEETING ON 7TH JUNE 2023

The details of queries submitted by the above prospective bidders during the pre-bid meeting held on 7th June 2023 and the replies/clarification are as under:

1. What is the purpose of the Option Clause mentioned in the Bid Specific Terms and Conditions? What are the criteria for the bidder's financial standing mentioned in the Bid Specific Terms and Conditions? What are the restrictions on assignment and sub-contracting mentioned in the Bid Specific Terms and Conditions? How does the Purchase Preference for Micro and Small Enterprises (MSEs) work in the bidding process? How do the General Terms and Conditions interact with the Service Level Agreement specific to this Service? What are the implications of the disclaimer regarding null and void clauses and objection/grievance procedures? The rates for newspapers should be quoted before?

Reply 1: Please refer the bid document. The clauses mentioned above are self-explanatory.

2. What are the consequences if the bidder fails to upload the required certificates/documents?

Reply2: The bidder will be technically disqualified.

3. Can the bidder submit the EMD and Performance Security through offline payment methods? For EMD exemption - Is MSME certificate will have to be given.

Reply 3: Yes, as per GeM GTC.

4. What is the significance of the Buyer Added Bid Specific ATC document?

Reply4: Buyer Added Bid Specific ATC document is very important part of the bid document. The bidder must submit the bid as per the conditions stipulated in this document.

5. If due to some reason like 3rd page being a Full Page advertisement then our advertisement to be shifted to be Page 5. In such case what will be the stand (Scope of work - Pt. No. 10)

Reply5: The successful bidder has to ensure that the advertisement/admission notice shall appear on Page-3 only.

6. As per Tender Paper I) Completion of 1 work of value - Rs. 2.00 crores OR ii) Completion of 2 works of value - Rs. 1.25 crore OR iii) Completion of 3 works of value - Rs. 1.00 crore

Reply6: The clause is self-explanatory. However, it is clarified that the work order(s) submitted shall contain the work order value, which shall be equal or more than specified in the bid document. Under Annual Rate Contracts (ARC), the contract value for entire year will not be treated as a contract value under single order. However, any order, meeting the order value criteria, even issued under ARC, will be considered. For example: Some agency under ARC has carried out advertisements during the year 2022-23. The total billing is more than Rs.5.00 cores but there no order under that ARC, costing Rs.1.00 crore or more. This ARC will not be considered. However, if the agency has order(s) of more than Rs.1.00 cores (each order), these orders will be counted/ considered.

7. Similar Service in last 5 years as on 31.03.2023: Similar Service means - Advertising Agency working for Educational Institutes, PSUs, Govt. Organization, Pvt. Organization etc.

Reply7: Similar service means the advertising services (publication of advertisement in newspapers) to any Central / State Govt Organization / PSU / Public Listed Company.

8. Lakshadweep Times and Andaman Sheekha are not on government site.

Reply8: Agency needs to connect with INS office in Delhi for information or should look at RNI site

9. Size of some newspapers will also change as they have their own sizes so how will we quote the rates?? Such as: (i) Employment News (Size- 10 (w) x20 (h) =200 sq.cm minimum)

(ii) Malayala Manorama 3 Column width is -- 12.2 Cms ,4 Column is 16.3 sq.cm As your size is 16.3 Cms (w) x 12 Cms (h) = 195.6 Scm.

(iii) Mathrubhumi - Size - 16.2 (w) x12 (h) = 194.4 sq.cm

(iv) Telegraph + Anandabazar Patrika - Size The width size in both the dailies can be either 16.3cm (w)x 12 (h) = 195.6 sq.cm.

Reply 9: The size of the advertisement specified in the bid document is 16 cm x 12 cm (Black and White) i.e. 192 sq.cms. In case, the specified size is not possible due to size constraints for some newspapers, the bidders may quote for the nearest-higher size but not less than 192 sq.cms. For example: The bidders may quote for the size 10 (W) x 20(H) cms. i.e. 200 sq.cms. to publish the ad in Employment News'.

The clarification shall be part of this tender/bid document and the bidders shall submit their bids accordingly.

CORRIGENDUM-II

CLARIFICATION TO QUERIES RECEIVED DURING THE PRE-BID MEETING ON 7TH JUNE 2023

Scanned copy of advertisements published last year in the Times of India and Employment News (Hindi) are given below:

Published in Times of India on 31.07.2022

Size: 12cm x 16 cm



INDIAN INSTITUTES OF MANAGEMENT (IIMs)
Ahmedabad, Amritsar, Bangalore, Bodh Gaya, Calcutta, Indore, Jammu, Kashipur, Kozhikode, Lucknow, Nagpur, Raipur, Ranchi, Rohtak, Sambalpur, Shillong, Sirmour, Tiruchirappalli, Udaipur, Visakhapatnam

Common Admission Test CAT 2022

The Indian Institutes of Management will conduct a computer-based Common Admission Test 2022 (CAT 2022) on **November 27, 2022** in three sessions. Detailed information on CAT 2022 may be obtained from the CAT website.

CAT website : www.iimcat.ac.in

CAT 2022 is a prerequisite for admission to various Post Graduate and Fellow/Doctorate programmes of IIMs. CAT 2022 scores are allowed to be used by listed non-IIM member institutions. A list of such institutions is provided on the CAT website. IIMs have no role in the selection process of non-IIM institutions.

CAT 2022 ELIGIBILITY
Please refer to the detailed notification on the CAT website. Applicants should note that mere fulfillment of the minimum eligibility criteria will not ensure consideration for shortlisting by IIMs.

RESERVATIONS
Refer to the CAT website for information regarding reservation of seats for various categories of applicants. **No change in the category will be entertained after CAT registration. The applicants are advised to pay attention while registering.**

REGISTRATION FEES
₹1150 for SC, ST and PwD category candidates.
₹2300 for all other categories of candidates.
Please note that a candidate needs to pay the registration fees only once, irrespective of the number of institutes he/she is applying for. Fees once paid cannot be refunded under any circumstances.

IMPORTANT DATES
Registration opens : **August 03, 2022 (10:00 am)**
Registration closes : **September 14, 2022 (5:00 pm)**
Admi card download : **October 27 - November 27, 2022**
Test date : **November 27, 2022**
Result declaration : **Second week of January, 2023 (Tentative)**

TEST CENTRES
CAT will be conducted in test centres spread across around 150 test cities. Candidates will be given the option to select any six test cities in order of their preference.

DISCLAIMER
This advertisement is only intended to be an announcement for CAT 2022. For COVID-19 related updates, detailed information, rules and procedures regarding CAT and the admission process of various IIMs, candidates should visit the CAT website.
Any dispute concerning CAT 2022 would be subject to the jurisdiction of the competent Courts within the territorial jurisdiction of the City of Bangalore only.

IMPORTANT
Candidates must declare and maintain a valid and unique email account and a mobile phone number throughout the selection process.

26 www.rojgarsamachar.gov.in



भारतीय प्रबंध संस्थान (सभी आईआईएम)
अहमदाबाद, अमृतसर, बेंगलूर, बोध गया, कोलकाता, इंदौर, जम्मू,
काशीपुर, कोशीकोड़, लखनऊ, नागपुर, रायपुर, राँची, रोहतक, संबलपुर,
शिलाँग, सिरमौर, तिरुचिरापल्ली, उदयपुर एवं विशाखपट्टणम

**सामान्य प्रवेश परीक्षा
कैट 2022**

भारतीय प्रबंध संस्थान 27 नवम्बर, 2022 को तीन सत्रों में कम्प्यूटर आधारित सामान्य प्रवेश परीक्षा 2022 (कैट 2022) का आयोजन करेंगे। कैट 2022 की विस्तृत जानकारी कैट की वेबसाइट से प्राप्त की जा सकेगी।

कैट वेबसाइट: www.iimcat.ac.in

भारतीय प्रबंध संस्थानों के विभिन्न स्नातकोत्तर तथा फेलो/वाचस्पति कार्यक्रमों में प्रवेश पाने के लिए कैट 2022 पूर्व-अपेक्षित है। सूचीबद्ध गैर-आईआईएम सदस्य संस्थानों द्वारा कैट 2022 के स्कोर का उपयोग करने की अनुमति होगी। ऐसे संस्थानों की सूची कैट की वेबसाइट पर उपलब्ध है। गैर-आईआईएम संस्थानों की चयन प्रक्रिया में आईआईएम की कोई भूमिका नहीं है।

कैट 2022 पात्रता
कृपया कैट की वेबसाइट पर विस्तृत अधिसूचना देखें। आवेदक ध्यान दें कि केवल न्यूनतम पात्रता मानदंड पूरा कर लेने से आईआईएम द्वारा शॉर्टलिस्टिंग के लिए विचार सुनिश्चित नहीं होगा।

आरक्षण
विभिन्न वर्गों के आवेदक सीटों के आरक्षण के संबंध में जानकारी के लिए कैट की वेबसाइट देखें। कैट पंजीकरण के बाद श्रेणी परिवर्तन पर विचार नहीं किया जाएगा। आवेदकों को सलाह दी जाती है कि वे पंजीकरण करते समय इस बात का ध्यान दें।

पंजीकरण शुल्क
अनुसूचित जाति, अनुसूचित जनजाति एवं दिव्यांग श्रेणी के उम्मीदवारों के लिए पंजीकरण शुल्क रु. 1150 है।

कृपया ध्यान दें कि उम्मीदवार चाहे कितने भी आईआईएम के लिए आवेदन करें लेकिन उन्हें पंजीकरण शुल्क केवल एक ही बार भरना है। एक बार भुगतान किया गया शुल्क किसी भी स्थिति में वापस नहीं किया जा सकेगा।

महत्वपूर्ण दिनांक

पंजीकरण प्रारंभ	: 3 अगस्त, 2022 (पूर्वाह्न 10:00 बजे)
पंजीकरण समापन	: 14 सितंबर, 2022 (अपराह्न 5:00 बजे)
प्रवेश पत्र डाउनलोड करें	: 27 अक्टूबर – 27 नवंबर, 2022
परीक्षा दिनांक	: 27 नवंबर, 2022
परिणाम की घोषणा	: जनवरी, 2023 का दूसरा सप्ताह (अंतिम)

परीक्षा केन्द्र
कैट का आयोजन लगभग 150 शहरों में फैले परीक्षा केंद्रों में किया जाएगा। उम्मीदवारों को उनकी वरीयता के क्रम में किन्हीं छह शहरों का चयन करने का विकल्प दिया जाएगा।

अस्वीकरण
इस विज्ञापन का उद्देश्य केवल कैट 2022 की घोषणा के लिए है। कोविड-19 से संबंधित अपडेट, कैट और विभिन्न आईआईएम की प्रवेश प्रक्रिया के बारे में विस्तृत जानकारी, नियमों और प्रक्रियाओं के लिए, उम्मीदवारों को कैट की वेबसाइट पर जाना होगा।
कैट 2022 से संबंधित कोई भी विवाद केवल बेंगलूर शहर के प्रादेशिक अधिकार क्षेत्र के भीतर सक्षम न्यायालयों के अधीन होगा।

महत्वपूर्ण
उम्मीदवारों को समग्र चयन प्रक्रिया के