

Indian Institute of Management, Lucknow

Hospitality Committee for Convocation 2022



TENDER DOCUMENT

**Food Item Boxes brief for
Annual Convocation 2022**

**Scheduled to be held
on 2nd APRIL 2022**

TENDER closing date: March 23rd 2022 at 12 noon

BACKGROUND INFORMATION – Indian Institute of Management, Convocation 2022

Indian Institute of Management Lucknow, an autonomous public business school, is fourth in the prestigious IIM family to be established after IIM Calcutta, IIM Ahmedabad, and IIM Bangalore.

Convocation is a solemn occasion when degrees are conferred on the graduating students of the MBA PGP , PGP-ABM, IPMX, WMP, IPMX, PGP-SM, Fellow programme in Management, and Executive Fellow Programme. After convocation programme food boxes will be distributed for 1100 persons on April 2, 2022 evening.

Further info:

- IIM Lucknow: www.iiml.ac.in

IMPORTANT DATES

Tender submission start date	16/03/2022
Last Date and Time for submission of Tender	23/03/2022 till 12:00 PM
Date and Time for opening of Technical Bid	23/03/2022 at 12.15 PM
Date, time & Venue for Presentation	23/03/2022 at 2.30 PM Venue: Placement Office, IIM Lucknow
Date and time for Opening of Financial Bid	Would be informed on only to the technically qualified bidders
Venue for opening of Technical and Financial Bids	Indian Institute of Management Lucknow Prabandh Nagar, IIM Road, Lucknow– 226 013(U.P.)
Estimated Tender value	Rs.11,00,000/-

GENERAL CONDITIONS OF TENDER

1. TENDER Instructions

Responses to the tender must be submitted in accordance with the following instructions. These instructions are designed to ensure that all providers are given equal and fair consideration. It is important that you provide all the information requested in the format and order specified.

- 1.1 Your tender document and quotation will be treated as part of your expression of interest. In order for your application to be considered, you must return all required documents by the due date and time as indicated.
- 1.2 All details within the tender must be treated as private and confidential and thus shall not be disclosed to any party, whether your tender submission is successful or not.
- 1.3 The provider warrants that the prices in your submission have been arrived at independently, without any consultation, communication, agreement or understanding, either for the purpose of restricting competition or on any matter relating to such prices, with any other PROVIDER or with any competitor and prices are fully inclusive to meet the requirements of the tender.
- 1.4 The preferred provider will be recommended by the project team based on the results of the two-stage evaluations. The successful provider will be notified by email.

2. Scope of Contract

Manage to provide food items boxes during Convocation 2022 to be held on April 2, 2022

- Food items and specification of packing box as mentioned in Part II (ANNEXURE 3)

3. Price

Please provide and attach detailed costs on an official quote (letter headed paper).

All prices quoted should **exclude GST**. Payment will be made after satisfactory completion of the assignment mentioned in Annexure 3.

4. Submission of bid

All bids should be received by Tuesday, March 23, 2022 at 12 noon.

TERMS & CONDITIONS

Eligible vendors are advised to submit a technical Bid (Annexure-1) and a financial bid (Annexure-3) along with Annexure 4 & 5 for above-mentioned work.

1. Tenderer/bidder, who has down loaded the tender from Institute's websites shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be

tampered/modified in any manner, tender will be completely rejected. Each page of tender document should be stamped and signed.

2. Intending tenderers are advised to visit Institute's website regularly till closing date of submission often there for any Corrigendum/Addendum/Amendment.

3. The date of opening the financial bid will be informed later on.

4. The details of terms and conditions are being given at (Part I-Technical Bid). The bidder has to fill the technical bid (Annexure 1) and Financial Bid (Annexure 3) along with Annexure 4 & 5 and has to enclosed all the relevant documents with the Bid.

5. The evaluation of technical bid will be as per the criteria mentioned in evaluation scheme in Part I (Annexure 2).

6. Quotations received after specified date and time will not be considered for further process

7. **Earnest Deposit Money (EMD):** Bidders are required to deposit an amount of Rs. 35,000/- (Rupees Thirty-five thousand only). Towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME 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 kept as Security Deposit and will be returned after completion of the awarded work. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged 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.

8. **Penalty Clause:** The agency will bear the responsibility for any default, shortage of items in the food boxes to schedule and make good of the losses, if any. Penalty will be imposed up to maximum 10% of Order value and it will be deducted from Performance Security deposit / submitted invoice by the successful bidder.

9. **Payment** (a) E-Payment: All payments, IIM Lucknow prefers to make Electronic Transfers (RTGS) through State Bank Of India, or through Axis Bank or HDFC Bank, IIML Campus branch

(b) All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.

10. **Dispute** - In the event of any dispute or difference regarding the interpretation of these conditions or any condition contained in the release order, the decision of the Director of the Institute shall be final and binding on the agencies. All disputes will be subject to the jurisdiction of courts in Lucknow only.

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 the tender 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.

- i. The Technical Bid and the Financial Bid should be put in separate sealed envelopes clearly marked “Technical Bid” and “Financial Bid” respectively. Both the envelopes should be put in a single envelope mentioning the tender title (on all three envelopes).
- ii. The technical bid and the financial bid should be put in separate sealed envelopes clearly marked “Technical Bid” and “Financial Bid” respectively. Both the envelopes should be put in a single envelope mentioning the tender details.
- iii. Tenderers has to sign all the pages of the tender documents
- iv. Tenderers are advised to contact IIM Lucknow’s Purchase office at purchase@iiml.ac.in / 0522 6696917

12. FORCE MAJEURE : Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements. The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure.

13. Bid must be sent through Registered / Speed Post / Courier / By hand to the following address. Please CLEARLY write on the envelope “TENDER FOR HOSPITALITY (SUPPLY OF FOOD PACKETS) FOR CONVOCATION 2022”

- All envelopes should be super scribed with
- Tender Heading:
- Due Date Time
- Name of the Vendor
- Addressed To:

The Chief Administrative Officer

Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow– 226 013 (U.P.)

ANNEXURE 1**FORMAT FOR TECHNICAL BID**

Write up of 500 words in Hindi/English neatly typed in double spacing with name of firm and signature of authorised signatory.

FORMAT FOR FINANCIAL BID

Price quotation for work/ supply mentioned in the tender document excluding GST with name of firm and signature of authorised signatory as per the format prescribed at **Annexure-3**

Annexure – 2
Indian Institute of Management Lucknow
HOSPITALITY EVALUATION SCHEME/CRITERIA

The technical evaluation will be for **100 marks** and will be based on the following schemes

S.NO	DESCRIPTION	MARKING SCHEME	MAX MARKS	MIN MARKS REQD FOR QUALIFICATION
	Write up 500 words: Experience of handling food items / boxes at Prestigious events as well as similar clients in the past. Write up can be in both Hindi and English. Same has to be presented to the panel	Evaluation to be done by the Technical Committee on the basis of authenticity, depth, sincerity of preparation of the vendor.	50	31

The Write-up evaluation will be followed up by the Presentation evaluation on following heads

S.No	Criteria	Max Marks
1.	Food Items Quality.	20
2.	Past Experience/Feedback about performance in other institutes and also IIM Lucknow	10
4.	Adherence to brief given & Innovativeness in Food box design / presentation	20

1. The firm should provide the contact information (i.e., name of two contact persons, phone number, e-mail address, URL of the/ company) of three clients that IIM-Lucknow may contact in order to obtain the required information.

2. A bidder has to score at least the minimum marks of 31 in both the components of technical evaluation in order to be technically qualified.

3. Financial bids of only the technically qualified bidders will be opened.

4. The financial bid of only those technical qualified bidders would be opened who have scored minimum 31 marks in both components of Technical evaluation out of 50.

5. For any applying vendor who has served at IIML earlier his/her quality of services given will be considered by the committee in awarding marks. If it is found that the specific vendor has been giving below par services and the same has been reported in writing by some responsible office bearer, then the vendor will be disqualified in the technical bid level itself.

6. Start-ups who have registered their businesses in the last 36 months will be given additional weightage if found worthy in the presentation by the committee to incentivise young entrepreneurs.

7. If the vendor is found to have engaged in campaigning, or using other means to impress upon institute to award the tender to their firm or creating a propaganda against the committee through internal staff will be out rightly disqualified and blacklisted for the next six years.

2.1 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

2.1.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 50% of weightage. This means that the technical bid as a whole will have 50% weightage. This further means that marks received in technical bid out of 100 will be halved while arriving at the final figure.

2.1.2 The valid Bidder (fulfilling criteria in 2.1.1) with the lowest Service Management price shall be assigned value of 50 (i.e. 50% x 100).

2.1.3 If the Bidder having lowest price has quoted Rs. 10,000/- then financial value of the other bidders shall be computed as under
(50 x Lowest Bid Price / Quoted bid price)

2.1.4 The Value of Financial bid shall be as given in Illustration-1 below

Illustration-1: If Bidder has quoted 12,500/- as its price bid then its financial value is $50 \times 10000 / 12500 = 40$

2.1.5 The total value of bidder for ranking shall be as given in Illustration -2 below

Illustration -2: If the bidder in Illustration 1 whose technical evaluation marks is 35 then its total marks will be $35+40 = 75$.

2.1.6 The Bidders' ranking shall be arranged depending on the values obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

2.1.7 The bidder with highest value (Technical plus Financial evaluation) shall be deemed as the L-1 Bidder for award of contract.

2.1.8 In case of two or more bidders are evaluated as L-1 then the bidder quoting lower price bid in financial bid shall be awarded the contract.

ANNEXURE 3**FOOD ITEMS DESCRIPTION PACKED IN A FOOD BOX HIGENICALY**
FOR DISTRIBUTION ON APRIL 2, 2022

S. No.	Item Names	Description	Weight	Self-Life	Nos per box	Rate for quantity mentioned at (F) in Rupees excluding GST
(A)	(B)	(c)	(D)	(E)	(F)	(G)
1	Roasted Gujia	Made by refined flour and milk cake with rich dry-fruit and roasted not fried	25 gm	15 Days	2 Pcs	
2	Shahi Modak (Ladu)	Made by filo sheet, dry fruit with honey	20 gm	15 Days	5 Pcs	
3	Power Seed Cookies	Made by pumpkin seeds, sunflower seeds, almond, sesame seeds and honey	35 gm	15 Days	1 Pcs	
4	Almond Flex Cookies	Made by California almond flex with seed. It will be very crips	35 gm	15 Days	1 Pcs	
5	Walnut Browine	It is rich eggless American kind of brownie, cake texture, gwey feel, rich with chocolates, drizzled with honey	100 gm	09 Days	1 Pcs	
6	Roasted Mix Namkeen	This is salted namkeen, Its made by pumpkin seed, sunflower seed, almond, sesame seed	100 gm	09 Days	1 Pkt	
7	Roasted Kaju	It is roasted products not fried.	100 gm	1 month	1 Pkt	
8	Pista Delight	Fusion laddu shaped baked sweet made out of white chocolate fudge flavored with pista. Goodness of milk	20 gm	15 Days	5 Pcs	
9	Almond Delight	Fusion Laddu shaped baked sweet made out of chocolate fudge flavored with almond	20 gm	1 month	5 Pcs	
10	Food Box	Size : Length x Width x Height = 11 inches x 11 inches x 3.5 inches Thickness : 6 mm to 10 mm GSM : 200 GSM to 250 GSM Material : Recycled and Virging kraft paper board brown and white Color : White Printing : Outside - IIM Lucknow Colour Logo with one line of text "IIM Lucknow 36th Convocation" Inside - IIM Lucknow Colour Photograph and 2 lines of text.			1 Pc	
Total in words: _____						

Note: **The bidder is required to quote the rates in column (G). All the above items should be hygienically packed in a food box.**

I declare that the rates have been quoted keeping in view the terms & conditions of this tender document.

Date: -
Place: -

Signature of the Authorized Signatory
Designation :(Office seal of the Bidder)

ANNEXURE 4**BIDDER INFORMATION FORM**

1.	NAME OF THE COMPANY	
2.	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3.	COMMUNICATION ADDRESS	
4.	PHONE NO./MOBILE NO.	
5.	E-MAIL I.D.	
6.	GSTN (Enclose certificate)	
7.	NUMBER OF YEARS OF EXPERIENCE (ENCLOSE CERTIFICATE OF REGISTRATION OF THE FIRM SHOWING DATE OF INCORPORATION)	
8.	FSSAI Certificate number (Enclose certificate)	
9.	Have your enclosed filled & signed Annexure-5?	Yes / No
10.	Have your enclosed filled & signed Annexure-6 (Integrity Pact)?	Yes / No.
11.	Details of EMD / MSME Certificate (Enclose screen shot of transaction / Valid MSME certificate)	UTR No. _____ date: _____ or MSME Certificate No. _____
12.	Are you registered as Start-ups (registered your businesses in the last 36 months)	Yes / No. If yes, enclose requisite certificate

It is declared that the information provided above is true and the documents submitted in support these facts are genuine. In case the above information is found to be false or misleading, the bid submitted by us will be rejected, EMD will be forfeited and our firm may be blacklisted.

Date: -

Signature of the Authorized Signatory

Place: -

Designation :(Office seal of the Bidder)

Annexure-5

Date:

BID FORM

To,
The CAO,
Indian Institute of Management,
Prabandh Nagar, IIM Road
Lucknow 226 013

Ref: Invitation for Bid No. TENDER HEAD _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Menu given in Annexure 3.
2. We offer to execute in conformity with the Bidding Documents for providing food items in a food box for distribution for Convocation 2022 of IIM Lucknow to CAO, IIM Lucknow
3. Our bid shall be valid for a period of 15 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Full Name and Designation
(To be printed on Bidder's letterhead)

INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

BETWEEN

Procuring Organisation, Indian Institute of Management Lucknow through the Chief Administrative Officer, Indian Institute of Management Lucknow (IIM Lucknow), for and on behalf of Director, IIM Lucknow (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for **SUPPLY OF FOOD PACKETS (HOSPITALITY) FOR CONVOCATION 2022** to IIM Lucknow, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

- 1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/

representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as

- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

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

**The highlighted part will be signed by IIM Lucknow.*