



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

Date: 18-11-2022

Corrigendum-I EXTENSION FOR LAST DATE OF TENDER SUBMISSION

Reference: NIT No. IIML/PUR/CCMR/PR/17/2022-23 Dated: 29-10-2022 FOR HIRING SERVICES OF REPUTED AGENCIES FOR PRINT, ELECTRONIC AND SOCIAL MEDIA OUTREACH.

The last date of bid submission and opening of technical bids is extended as follows:

Last date of Submission of tender	19 th December, 2022 on or before 02:00 PM
Date of opening of Tender	The Tender documents shall be opened on the 20 th December, 2022 at 03:00 PM in the presence of authorized representative of the bidders, if any

All others terms and conditions of NIT shall remain unchanged.

This issues with approval of the competent authority.

Administrative Officer
Purchase & Stores

NOTICE INVITING TENDER (NIT)

FOR HIRING SERVICES OF REPUTED AGENCIES FOR PRINT, ELECTRONIC AND SOCIAL MEDIA OUTREACH

NIT No. IIML/PUR/CCMR/PR/17/2022-23

Dated: 29-10-2022

The Indian Institute of Management Lucknow (hereinafter referred to as “Institute / IIM Lucknow”) is an autonomous body under the Ministry of Human Resources Development, Government of India. The Institute invites online bids under “TWO BID SYSTEM” for “**hiring services of reputed agencies for print, electronic and social media outreach**”. The potential bidders may submit the bids through Govt. E-Procurement portal i.e. <https://eprocure.gov.in> . A free view NIT is also available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in> . Interested agencies are requested to sign-in using Digital Signature.

1. The Bidders are requested to give detailed tender in two Parts i.e.

Part - I : Techno-Commercial Bid/ Technical Bid.

Part - II : Price Bid / Financial Bid

Detailed procedure for submission of bids/offers is given in [Annexure - III](#)

I - Techno-Commercial Bid

- a) Provide complete information in [Annexure-I, I\(a\) and II](#). This part of the tender shall contain company profile and commercial terms & conditions of the contract for the supplies to be made and services to be rendered.
- b) No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your bid.
- c) **The technical offer should not contain any price information.**

II - Price Bid

- a) In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.
- b) Format of price bid as per [Annexure-IV](#) is for reference only. The excel format of same, which is required to be uploaded after filling in the rates on the portal, will be made available on the eProcurement portal.

2. **Contact for information:**

For any Technical Details	Commercial terms and conditions
Chairperson, CCMR IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow-226013 Email: ccmrchair@iiml.ac.in / ccmr@iiml.ac.in Phone No. +91-522-6696001/ 2734101-120	Administrative Officer Purchase & Store Office IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow-226013 Email: purchase@iiml.ac.in Phone No. +91-522-6696929/17

3. **Submission of Bids:**

- (1) Bid must be submitted only through e-tendering mode on <https://eprocure.gov.in>
- (2) Bid submission through any other mode will not be accepted.
- (3) Bidder shall provide duly signed certificate as enclosed at [Annexure-V](#) with Techno Commercial bid.

▪ Time and Date of Submission: On or before 3 PM on 18-11-2022
▪ Time and Date of opening Techno-Commercial Bid: At 10:00 AM on 21-11-2022.
▪ Estimated Tender Value (Annual): Rs. 25,00,000/- (Rupees Twenty-five Lakh only)
▪ Earnest Money Deposit (EMD): 50,000/- (Rupees Fifty Thousand only)
▪ Performance Security Deposit: 10% of the work order value (annual)
▪ Opening of part-II (Financial Bid) will be intimated through CPP (eProcurement portal) to technical qualified tenderers/bidder after scrutiny of Techno-Commercial part.

4. Instructions to Bidders:

- (a) The bidder should be authorized to sell or provide services for the items/services mentioned in the scope of work given in tender documents shall be produced.
- (b) Purchase Orders / Work orders if any, for identical services provided/supplied to IIMs/IITs/NITs/IITs/ CUs or CFTIs.
- (c) Copy of GST and PAN No. allotted by the concerned authorities should be enclosed.
- (c) All documents shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed.
- (d) Photocopies of all certificates shall be self-attested by authorized personnel.
- (e) There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- (f) Period of validity of bids: Bids shall be valid for a minimum period of **120 days** from the date of opening of the Techno-Commercial Bid.
- (g) IIM Lucknow reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever.
- (h) Completely filled up **Integrity Pact** placed at [Annexure VI](#) is to be enclosed. The submission of bid in response to this NIT shall be deemed to be in compliance with all terms and conditions of the tender including integrity agreement by the bidder.

5. Specific Terms and Conditions

i) **Period of the Contract:**

- a) The contract shall be for an initial period of 1(one) year, which may be extended for another two years (on yearly basis) on same rate, terms & conditions, subject to satisfactory performance of the successful bidder (whom the contract is awarded) during the contract period and on mutual consent of both the parties.
- b) The Agency/Contractor shall have to take up the work within 07 days from the date of issue of work order.
- c) Either party can terminate the contract with a prior notice in writing of not less than 3 months (90 days). However, in case the performance of the successful bidder/ selected agency is not up to the expectation of IIM Lucknow, the contract can be terminated by IIM Lucknow without any notice.

ii) **Earnest Money Deposit (EMD):**

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.	0723145000294
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.

iii) Performance Security/Security Deposit:

On issue of the work order, the successful bidder shall Deposit Security an amount equal to 10% of the annual contract value 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.

iv) Payment Terms: Payment shall be made on submission of the monthly bill in prescribed form with 30 days from the date of submission of invoice with Inspection note from the user department.

v) All statutory provisions/ requirements should be complied with. Records to this effect are to be maintained by the contractor and to be shown on demand to the authorities concerned and are responsible directly to them.

vi) The Institute reserves the right to accept or reject or ignore or cancel the tender without assigning any reason.

vii) Tenderers must mention their Valid Registration No as per rules & submit Permanent Account No. (PAN) details and GST details.

viii) Debarred/Blacklisting of bidder:

a) The bidder shall be debarred from the bidding if he has been debarred by any procurement entity on the grounds convicted of an offence, under the prevention of corruption act 1988 or the IPC or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) In case the bidder hides the fact of his debarments and found it later stage during the evaluation, the bidder shall be disqualified for further evaluation or the contract shall be terminated, if awarded. More over the bidder shall be debarred for two years for hiding the fact of debarment. In this case earnest money/Performance Security (whatever is

- applicable) will be forfeited.
- c) Breaching of Integrity pact 1975 or whatsoever provisions exists in this regards.
 - d) In case the bidder with draws his bid after last date for submission of bid or does not accept the work order on award of work, the bidder (s) may be debarred / blacklisted.
 - e) In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid, the bidder (s) will be debarred / blacklisted.
 - f) Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will lead to disqualification and the bidder will be debarred/blacklisted
- ix) Non-disclosure of Contract documents:** Except with the written consent of IIM Lucknow, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.
- x) Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- xi) Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
- xii) Penalty Clause:** For non-adherence of terms & condition specified in tender document a penalty up to Rs.5000/- per occasion may be levied after the approval of Director, IIM Lucknow. The Firm shall be responsible for the faithful compliance of the provisions of the work order. Any breach or failure to perform the same may result in termination of the work order contract as well as other legal recourse. Any misconduct/misbehavior on the part of manpower deployed by the firm will not be tolerated and such person will have to be replaced immediately upon instructions from the Institute. The decision of the Director IIM Lucknow in all cases shall be final and binding.
- xiii) Intellectual Property Rights (IPR):-**
- a) The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by IIM Lucknow as vested whether trademarked, copyrighted or not.
 - b) The Bidder acknowledges that all IPR relating to the entire content of the existing IIM Lucknow website, and all the output relating to the service belongs to and vests exclusively with IIM Lucknow and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to IIM Lucknow.
- xiv) Work made for hire:** The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by IIM Lucknow for use in connection with the service. The work contributed by the Bidder hereunder shall be considered a "work made for hire" as defined by the copyright laws. IIM Lucknow shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Bidder's services hereunder in whatever stage of

completion. If for any reason the results and proceeds of the Bidder's services hereunder are determined at any time not to be a "work made for hire", the Bidder hereby agrees to irrevocably transfer and assign to IIM Lucknow all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

- xv) **Data Security:** The Bidder shall use inputs provided by IIM Lucknow solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by IIM Lucknow in writing.
- xvi) **Execution of agreement:** The successful bidder will be required to enter into an agreement on a non-judicial stamp paper of Rs.100/- with IIM Lucknow (cost of stamp paper to be borne by successful bidder). This agreement will contain important conditions specified tender document and work order. Till execution to this agreement, following documents will form the contract between IIM Lucknow and the successful bidder/ tenderer (whom contract is awarded):
- a) This NIT / Tender document
 - b) Corrigendum / Addendum to this NIT, if any
 - c) Bid submitted by the successful bidder
 - d) Any clarification(s) provided by the bidder & accepted by IIM Lucknow
 - e) Work Order issued successful bidder by IIM Lucknow
 - f) Acceptance of the work order by the successful bidder
- xvii) **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
- xviii) **Indemnification:** The Agency, irrevocably, and unconditionally here by indemnifies and undertakes to keep the Institute and /or its Directors, officers, employees, agents, and representatives, for all times from and against all charges, cost, losses, claims, demands, and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by the Institute and/ or its Directors, officers, employees, agents, and representatives due to reasons of:
- a) Breach, misconduct, omissions, misrepresentation or
 - b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim/third party claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellect property right and violation of confidentiality obligations.
 - c) Act detrimental to the interest and reputation of the Institute.
- xix) **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes,

explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Lucknow's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

- xx) **Arbitration & Jurisdiction:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Lucknow alone and the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Lucknow, Uttar Pradesh and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.
By consent of parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction The language of the arbitral proceedings shall be English.

6. Evaluation of the bids:

Evaluation of Tender – The entire bid process will be of three steps as follows –

Step 1 (Qualifying for Stage-2)– The technical bids (information provided & supporting document against Pre-qualification criteria for Bidders (Eligibility Criteria) mentioned at **Annexure-I** submitted/uploaded by all bidders will be evaluated by the Tender Evaluation Committee in terms of the Eligibility criteria.

The bidders who are found to be meeting the eligibility criteria will be considered for the evaluation for Stage-2. Communication in this regard will be sent to the bidders (who are shortlisted for Stage-2) by email only.

Step 2 The Presentation (online or offline) by technically qualified bidders in Stage-I shall be presented before the Tender Evaluation Committee (experts). Companies / Bidders meeting the pre-qualification criteria (Eligibility criteria) will be invited to make a presentation. The Evaluation committee will assess the competency of the bidders, their capacity of understanding the needs, experience etc. to provide services to IIM Lucknow.

The procedure for selection of the Bidder shall be based on Quality & Cost base selection (QCBS) system for evaluation by the Committee. Based on the presentation to the Tender Evaluation Committee (experts), Bidders will be awarded technical score on the following dimensions:

The presentation shall be based on the scope of work i.e. on bidders' approach to carry out the scope of work mentioned in this tender document at IIM Lucknow. The total marks for the

presentation is 70.

Addition and deletion as per bidders' understanding are allowed. Each bidder will be provided 15 minutes for the presentation and 10 minutes for Questions & Answer. The presentation should be a detailed description of sampling, data collection procedures, initial analysis and similar past experience, etc.

Based in the performance of the bidder in the presentation, the committee will award the marks.

Bidders scoring minimum of 35 marks will be declared as **technically qualified** and their financial bids will be opened.

Step 3 - The total mark for Financial Bid is 30 marks.

- (a) Opening of Bids (Financial Bid) – Financial Bid (Tenders) of the Bidders who are technically qualified shall be opened in the presence of designated Authority and bidders, who wish to be present there. The date of Financial Bid opening will be intimated to the shortlisted Bidders through the CPP portal. Based on the quoted rates, the score for financial bid will be calculated as below –

$(\text{Lowest tender price} * 30) / (\text{Tender price quoted by respective Firm/Bidder})$. The CA Firms will be selected basis the highest marks scored as follows: Overall score = (Technical Score as per step 2) + (Score from Financial bid)

- (b) In the event that the first lowest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Chief Administrative Officer
For and on behalf of
The Director, IIM Lucknow

PRE-QUALIFICATION CRITERIA FOR BIDDERS			
S.N.	Particular	Compliance	Remark
1	<p>The Bidder should have at least four years of experience in providing similar services in a Government Educational Institution.</p> <p>The bidder shall meet ONE (anyone) of the following conditions during last 4 years (last date for submission of bids shall be the cut of date):</p> <p>(i) One work order of not less than 80% of the annual estimated work order value</p> <p>(ii) Two work orders of not less than 60% of the annual estimated work order value</p> <p>(iii) Three work orders of not less than 40% of the annual estimated work order value</p>		
2	<p>The Bidder should have been providing (Currently running as on date of publishing of the tender) similar services to at least two IIMs/IITs/NITs/IIITs/ CUs or CFTIs.</p> <p>(Detail information, along with relevant documents, in this regard has to be enclosed along with the Technical Bid).</p>		
3	The Bidder shall have valid PAN, Goods and Service Tax (GST) registration number.		
4	<p>The Bidder will be disqualified in case of following conditions:</p> <p>a) The Bidder should not be in litigation with any of service receiver.</p> <p>b) The Bidder should not have a record of Poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.</p> <p>c) The Bidder should not have been blacklisted by any Government or its organizations.</p> <p>d) The Bidder shall have to comply to all the Rules and Regulation of Labour Laws in force.</p>		
5	The bidder complies with all the scope of the work mentioned in this tender.		

Note: Supporting documents for Sl. 1, 2 & 3 above and an undertaking for Sl. 4 should be furnished along with the NIT. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the law.

SCOPE OF WORK PRINT AND ELECTRONIC MEDIA

a. Key objectives of the communication

- Provide information that highlights academic programs and activities which position IIM Lucknow as an Institute of choice among prospective students both national and international
- Highlight the high-end Faculty Research & publications, academic endeavours, executive education, alumni activities, internationalization efforts and innovation and other such activities done on campus to position IIM Lucknow as a national and global leader in this space
- Disseminate relevant information to highlight IIM Lucknow's contributions to Public Policy, through Consultancy, Executive Education and centres.
- Consolidate and highlight information relevant to strengthen Institute-Society connect and facilitatesocietal outreach
- Highlight IIM Lucknow's industry, academic and research collaborations.
- Highlight student placements, competitions, awards, club & committee activities and higher educational achievements
- Generate national media visibility for IIM Lucknow
- Target valuable and noteworthy information of the institute for publicity
- Target research, educational and statutory information to MoE, and other government organizationfor their timely knowledge

b. Target audience

- Faculty and potential faculty
- Industry, corporates and PSUs
- Alumni
- Recruiters, Executive Education participants and industry collaborators.
- Student body and guardians
- Relevant Central and State Ministries and allied bodies
- Peer National & International Academic institutions
- General public

c. Target media for the outreach

- Mainline national dailies: The Times of India, The Hindu, Hindustan Times, The Indian Express, DeccanHerald, Deccan Chronicle, Hindustan, Navbharat Times, Dainik Jagran, Dainik Bhaskar, Amar Ujala, Punjab Kesari, and Rajasthan Patrika
- Financial dailies: The Economic Times, The Hindu Business Line, The Financial Express, Business Standard, Mint
- Magazines: India Today, Business Today, Business World, Forbes, The Week, Outlook
- News Wires: PTI, IANS, ANI, Reuters, India Science Wire & UNI
- Education Publications: The Times of India- Education Times, The Hindu- EDGE, Careers 360, BW Education
- Electronic media (Television) – mainline and business channels; Hindi and English
- Online News Portals

Online News Portals.

Strategic Media Outreach		
Activity	Details	Deliverables
Virtual meetings with the Director, Deans and other key faculty to source inputs from the Institute for a pipeline of news stories	To virtually meet Director, Deans and key faculty to source inputs for media outreach on areas such as: <ul style="list-style-type: none"> • Research • Academic courses • Admissions • Innovations • Placements • Thematic socially relevant research • Other Achievements 	Deliverables: About 4-5 faculty per month can be targeted for media outreach
Press release dissemination to national media	To develop and disseminate press releases to national media on topics of media interest such as: <ul style="list-style-type: none"> • Academics & curriculum / new courses • Innovations by faculty & students • Placements • Student & faculty exchange programmes • Research collaborations • Industry collaborations • International MoUs & collaborations • Any other research developments • Admissions • Online learning • Faculty development programs • Societal outreach activities 	Deliverables: <ul style="list-style-type: none"> • At least 2 press releases per month depending on the news input from the institute • Translation cost for press releases in Hindi to be included, costs for other vernacular languages will be additional on actual
Media interactions for exclusive media stories / Industry stories	To identify news items that can be taken as an exclusive to the national or local media and will organize a media interaction with relevant faculty to enable a news item on the story idea.	Deliverables: <ul style="list-style-type: none"> • At least 1 media interaction per month for a news development from the Institute • Media interactions can also be an outcome of the press releases and will be follow up to press releases issued
Taking published research to popular media	To develop press releases or pitch note for media on published research from	Deliverables: Published research per month can be

	faculty at IIM Lucknow and disseminate it to popular media either as: - Press releases to national Science media - Exclusive media interaction with senior Science journalist in popular media	disseminated to national Science journalist – This will have to be identified, validated and approved by Institute before taking to the media. This is included in the press releases deliverable above.
Media Monitoring & Reporting / Resource Allocation		
Activity	Details	Deliverables
Daily media monitoring	Daily alerts will be sent for all news relevant to IIM Lucknow and other IIMs. Alerts will be sent every morning	Deliverables: Daily media monitoring alerts
Weekly work in progress report	To share a weekly work-in-progress report on the tasks completed and the tasks carried forward to the following week The report will be sent every week on Friday evening	Deliverables: Work-in-progress report every week
Monthly activity report	To share a monthly activity report of tasks completed in the month and tasks being carried forward to the next month	Deliverables: Monthly activity report will be submitted on the 1st of every month.
Monthly coverage dossier	To share a coverage dossier with all clips relevant to IIM Lucknow	Deliverables: Coverage dossier will be submitted on the 1st of every month

- i) Creative content designs minimum 2 posts per week for the social media Outreach.
- ii) Cover at least 5 social media platforms i.e., Facebook, LinkedIn, Twitter, Instagram and YouTube.
- iii) Management of the social media channel and short campaigning if needed.
- iv) All copyrights of design, content, and relevant materials will remain with IIM Lucknow.
- v) Discussion and consultation with the Institute committee/concerned authority regarding social media outreach, if needed.
- vi) The management of the social media platforms will be as per instructions from IIM Lucknow authority.
- vii) Activities should satisfy the relevant objectives mentioned previously in Print and Electronic Media Annx. 1A.

Note: The agency design and creative contents and provide to IIM Lucknow. The agency is not allowed access the Institute social media accounts. The contents will be posted by the Institute only.

Compliance Sheet for **hiring services of reputed agencies print, electronic and social media outreach.**

Media Monitoring & Reporting / Resource Allocation			
Activity	Details	Deliverables	Comply /Not Comply (Please write Yes/No)
Daily media monitoring	Daily alerts will be sent for all news relevant to IIM Lucknow and other IIMs Alerts will be sent every morning	Deliverables: Daily media monitoring alerts	
Weekly work in progress report	A weekly work-in-progress report on the tasks completed and the tasks carried forward to the following week has to be shared.	Deliverables: Work-in-progress report every week	
Monthly activity report	A monthly activity report of tasks completed in the month and tasks being carried forward to the next month, has to be shared.	Deliverables: Monthly activity report will be submitted on the 1 st of every month.	
Monthly coverage dossier	A coverage dossier with all clips relevant to IIM Lucknow	Deliverables: Coverage dossier will be submitted on the 1 st of every month	
Virtual meetings with Director, Deans and other key faculty to source inputs from the Institute for a pipeline of news stories	To virtually meet (during pandemic time) Director, Deans and key faculty to source inputs for media outreach on areas such as: <ul style="list-style-type: none"> • Research • Academic courses • Admissions • Innovations • Entrepreneurship • Placements • Thematic socially relevant research • Other Achievements 	Deliverables: To target about 2-3 faculty per month for media outreach	

<p>Press release dissemination tonational media</p>	<p>To develop and disseminate press releases to national media on topics of media interest such as:</p> <ul style="list-style-type: none"> • Academics & curriculum / new Courses • Innovations by faculty & students • Placements • Entrepreneurship • Student & faculty exchange programmes • Research collaborations • Industry collaborations • International MoUs & Collaborations • Any other research developments • Admissions • Online learning during COVID 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Minimum 1 press release per month depending on the news input from the institute. • Translation cost for press releases to vernacular languages will be additional on actual 	
<p>Media interactions for exclusive media stories/ Industry stories</p>	<p>To identify news items that can be taken as an exclusive to the national or local media and organize a media interaction with relevant faculty to enable a news item on the story idea.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Minimum 1 media interaction per month for a news development from Institute • Media interactions can also be an outcome of the press releases and will be follow up to press releases issued item on the story idea. 	
<p>To Take published research to popular media</p>	<p>To develop press releases or pitch note for media on published research from faculty at IIM Lucknow and disseminate it to popular media.</p>	<p>Deliverables:</p> <p>Minimum 1 published research per months</p> <p>THE AGENCY WILL NOT BE RESPONSIBLE FOR DECIDING THE QUALITY OF RESEARCH BEING TAKEN TO MEDIA. INSTITUTE HAS TO IDENTIFY THIS.</p>	

Social Media Outreach	<ol style="list-style-type: none"> 1) Creative content designs Minimum 2 posts per week for the social media Outreach. Modifications of design as and when suggested. 2) Cover at least 5 social media platforms i.e., Facebook, LinkedIn, Twitter, Instagram and YouTube. 3) Management of the social media channel and short campaigning if needed/requested. 4) Discussion and consultation as and when requested with institute authorities/ committees to improve the outreach activities. 		
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TECHNO-COMMERCIAL BID

(Filled, signed & stamped - Annexure II with necessary supporting documents must be submitted in the given format online)

Hiring services of reputed agencies for print, electronic and social media outreach

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)	
2.	Do you possess a trade license issued by Competent Authorities in India? If so, please enclose a copy.	
3.	Name of Proprietor / Director	
4.	a. Complete the Postal Address of the Registered Office	
	b. Telephone No.	
	c. Fax. No.	
	d. E-Mail Address	
5.	a. Complete the Postal Address of the Local Branch Office. (if any)	
	b. Telephone No.	
	c. Fax. No.	
	d. E-Mail Address	
6.	PAN No. (Attach Attested Copy)	
7.	GSTIN No.	
8.	The agency should not have been blacklisted or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc.	A notarized certificate to this fact should be enclosed with techno-commercial bid as per Annexure. V Yes / No
9.	Details of EMD / Valid MSME Certificate	UTR No. _____ Date of Transaction: _____ OR Valid MSME Cert No. _____

10.	Financial turnover for the three financial Years. (Please attach copy of certificate by Chartered Accountant in original):				
	Financial Year	Amount (INR In Lakhs)	Remarks, if any		
	2021-22				
	2020-21				
	2019-20				
11.	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organisations, to whom item/material/services of same type have been supplied by the bidder during the last five years in the following format.				
	<u>S. No.</u>	<u>Name & Address of the client with details</u>	<u>Nature of services provided (brief) with duration</u>	<u>Work Order No & date</u>	<u>Contract value in INR</u>
	01				
	02				
	03				
	04				
	05				
12.	Additional information, if any (Attach separate sheet, if required)				

The undersigned declares that the information provide above are complete and true and the supporting documents are genuine. In case, the information provided is found to be incomplete or false, the bid submitted by the undersigned may be cancelled at any stage of the bidding and EMD/Security Deposit may be forfeited and the bidder 's firm/ Company may be blacklisted.

Signature with date and Company seal

SPECIAL INSTRUCTIONS FOR TWO PART e-TENDER

1.1 MANNER AND METHOD FOR SUBMISSION OF TENDERS

- 1.1.1 All tenders in response to this invitation shall be submitted in Two Parts on the e-tendering website i.e., <https://eprocure.gov.in>
- (i) Part I (Techno-Commercial/ Technical Bid) (Bidders don't need to send hard copies. All the documents shall be submitted on e-tendering website only.)
 - (ii) Part II (Price needs to be uploaded in given format on the website. don't submit the hard copies of part II).
- 1.1.2 A. PART-I (TECHNO-COMMERCIAL) This part of the tender shall include/contain all technical details with supporting documents and the commercial terms and conditions of contract for the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**
- B. PART-II (PRICE/FINANCIAL BID). This part in excel format has been provided on the e-tendering website with this NIT. This should contain only the prices for the services to be rendered. The rates quoted shall not include GST. GST, as applicable, shall be paid extra.

1.2 TECHNICAL CLARIFICATIONS

- 1.2.1 After opening the Part-I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarification from the tenderers, the same will be sought from the tenderers by the technical authorities/user department, in such an event, the tenderer shall-
- (i) Furnish all technical information/clarification to the concerned technical authority directly through the same portal or email on or before the due date, and time fixed by the technical authorities.

If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of purchaser.

1.3 OPENING OF TENDERS

- 1.3.1 Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the Part-II (Price) will be opened at the second stage on the date and time as intimated through the tendering portal to the technically qualified bidders, after scrutiny of Part-I (Techno- Commercial).
- 1.3.2 While all the tenderers who submit tenders online on e-tendering website within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the tender inquiry, the opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser through <https://eprocure.gov.in>

1.3.3 The tenders whose Techno-Commercial Part (Part-I) are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser through the same portal to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part- II (Price) of the technically disqualified tenderers will not be opened.**

Note:-Part-I (Techno-Commercial) and Part-II (Price) should be uploaded and submitted on e-tendering website i.e. <https://eprocure.gov.in> only.

Tenders NOT submitted on e-tendering website will be summarily rejected.

PRICE BID

(This format is for reference only. Do not fill this. For quoting rates & uploading, a separate excel sheet format has been available on the e-tendering website with this NIT)

NIT NO. _____

Dated. _____

Hiring services of reputed agencies for print, electronic and social media outreach.

Sl. No	Description of Material	Quantity	Rate (INR) per Annum (GST Extra)
1.	Annual Professional fee for carrying out the scope of work mentioned in this tender document as per the terms & conditions mentioned in the tender document GST, as applicable, will be paid EXTRA. In addition to the quoted rates plus GST, no other charges would be payable.	One	

Name of Authorized Signatory:

Name of Company/Bidder:

Date:

CERTIFICATE & DECLARATION

It has been certified that all information provided in bid / tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IIM Lucknow is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IIM Lucknow is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / Our dealing with the Institute.

Our Firm/ Company/ Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarised ` 100/- NJ Stamp Paper.

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The Director
IIM
Lucknow

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ` (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

..... Name and designation of the officer

.....

..... Seal, name & address of the Bank and address of the Branch

To,

.....,
.....,
.....

Sub:

Dear Sir,

It is hereby declared that IIM Lucknow is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Lucknow.

Yours faithfully,

Chief Administrative Officer

To,
Chief Administrative
Officer
IIM Lucknow

Sub:

Dear Sir,

I/We acknowledge that IIM Lucknow is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Lucknow. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Lucknow shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIM Lucknow.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Director IIM Lucknow represented through Chief Administrative Officer, IIM Lucknow, (Hereinafter referred as the institute, „Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for.....
(Name of work)
hereinafter referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **“Integrity Pact”** or **“Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will

in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will 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/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she 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(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of

agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/ Performance Guarantee/ Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion

forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub- vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Lucknow.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head**

quarters of the Division of the Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place

Dateⁱ
