

NOTICE INVITING TENDER FOR THE DESIGNING AND EXECUTING DIGITAL PROMOTIONAL CAMPAIGNS FOR MBA PROGRAMME ADMISSIONS (PGPBM - 2024-26 BATCH) OF IIM TIRUCHIRAPPALLI (CHENNAI CAMPUS)

Tender No. 24SP029T dated 25.04.2024

Details	Date	Time	Venue
Name of Work/Service	“Tender for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)”		
Date of issue of Tender Document	25.04.2024	17.00 Hrs. onwards	-
Pre-bid Meeting	30.04.2024	11.00 Hrs.	Deans’ Office Meeting Room, Administrative Block, IIM Tiruchirappalli.
Last date for Submission of Tenders	09.05.2024	17.30 Hrs.	-
Opening of Technical Bid (Tentative)	10.05.2024	11.00 Hrs.	
Opening of Price Bid	<i>To be informed later</i>		
Tender Document	The tender document can be downloaded from the IIM Tiruchirappalli website https://www.iimtrichy.ac.in/tender-published		
Cost of Tender Document	Not Applicable		
EMD Amount	EMD Amount Rs. 55,000/- (Rupees Fifty Five Thousand Only) to be remitted in the below IIM Tiruchirappalli Bank Account through online mode. Bank Account Details Name of the Beneficiary: IIM Tiruchirappalli Bank Name: State Bank of India SB A/c. No: 32170808935 IFSC Code: SBIN0071187		
Copies of payment transaction receipts for EMD have to be attached to the application form, without which the bid won’t be considered. The payment of EMD is exempted for MSME Bidders. Bidders claiming exemption should attach necessary document proof should be attached with the tender document.			
SD Amount	10% of the Work Order Value is to be remitted to IIM Tiruchirappalli as SD. The SD amount, less the EMD amount already paid, will have to be remitted to IIM Tiruchirappalli within ten working days along with the letter of acceptance from the receipt of the Provisional Work Order, failing which the Order will stand cancelled.		
Address for submission of Tender	The Chief Administrative Officer (i/c) Indian Institute of Management Tiruchirappalli Trichy - Pudukkottai Main Road Chinna Sooriyur Village, Trichy - 620 024.		
Mode of Submission of Tender	Speed Post/Registered Post/Courier or Hand delivery – during office hours (09.30 to 17.30 hrs) only (To be submitted at Dispatch Section of IIM Tiruchirappalli @ Administrative Wing – 2nd Floor and obtain acknowledgment)		

Contents

OVER VIEW	4
PERIOD OF CONTRACT	4
SCOPE OF THE WORK.....	4
ESSENTIAL REQUIREMENTS: DIGITAL PROMOTION FOR EXECUTIVE PROGRAMME ..	5
Eligibility Conditions for Bidders	5
Instructions to Bidders.....	6
1. Downloading of Tender Document.....	6
2. Earnest Money Deposit	6
3. Relationship Certificate	7
4. Amendment to bid document.....	7
5. Conditional Bids:.....	8
6. Technical Bid Criteria.....	8
7. Price Bid Details.....	8
8. Validity of bids and rates.....	9
Procedure for submission of tender.....	9
1. Submission of Bids.....	10
a) Technical Bid - (Envelope A)	10
b) Price Bid - (Envelope B)	10
Pre-Bid Meeting.....	11
Opening of Technical and Price Bid	11
Tender Evaluation Process	12
General Terms & Conditions	14
1) Firm Price:.....	14
2) Delivery Schedule	14
3) Payment Terms:	14
4) Warranty of Quality.....	15
5) Penalty Clause:	15
6) Forfeiture of Earnest Money:.....	16
7) Performance Security Details:.....	16
8) Integrity Pact	16
9) Termination of Agreement.....	17
10) Intellectual Property Rights:.....	17
11) SIGNING OF CONTRACT:.....	18
Annexure – I (Profile of the Bidder)	20

Annexure – II (PRICE BID (BoQ)).....	23
ANNEXURE – III: SUBMISSION OF TENDER DOCUMENT	24
ANNEXURE – IV: LETTER OF AUTHORISATION	26
ANNEXURE V: INTEGRITY PACT	27
CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER.....	32

NOTICE INVITING TENDER

OVER VIEW

Indian Institute of Management Tiruchirappalli (IIM Tiruchirappalli) is an Institute of National Importance and more details are available on our website www.iimtrichy.ac.in.

IIM Tiruchirappalli invites Tender for the *Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)* to reach out to a wider audience of working executives based out of Chennai, Puducherry, Vellore, Sri City, Tirupati, Hyderabad, Bengaluru, Kanchipuram, Tiruvallur, Coimbatore, Tiruchirappalli, Madurai, Tiruppur, Mysore, Hosur and other adjoining districts of the Southern Region (including Tamil Nadu, Puducherry, Kerala, Andhra Pradesh, Karnataka, and Telangana) who seek to enhance their managerial capabilities through an executive programme in Business Management.

Service Description	Estimated Value of the Tender (Excluding GST)	Interest-free Performance Security Deposit
Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch)	Rs. 11,00,000/-	10% of the Work Order value

PERIOD OF CONTRACT

Initially, the contract will be awarded to the successful bidder for **One Year** and the duration of the campaign is for a minimum of **90 days to a maximum of 120 days per year** which tentatively starts from April onwards for every year. This year, it is planned to start the campaign from mid-May onwards. Based on the performance of the successful Bidder for Designing and Executing Digital Promotional Campaigns, the period of the contract could be extended for **Three more years** at the same rate and terms and conditions at the sole discretion of the Institute.

SCOPE OF THE WORK

The promotional activities have to be carried out digitally through (but not limited to) the following activities:

- Targeted Email campaigns
- Content creation for Higher-education portals
- Keyword-based search advertising
- Banner advertising
- Design and managing the landing page for admissions
- Carrying out analytics to prioritize admission leads
- Design, execution, and monitoring of Social Media campaigns/ Advertising (including Instagram, Facebook, LinkedIn, Twitter, etc.)

The activities have to be carried out for a duration of **90-120 days** tentatively from mid-May 2024 onwards and should target working executives with 3 to 25 years of experience.

ESSENTIAL REQUIREMENTS: DIGITAL PROMOTION FOR EXECUTIVE PROGRAMME

1. The bidders should have access to (or demonstrate an ability to procure) information and browsing patterns of the customers in the target segment.
2. The bidders should possess the technological and human capabilities required to design and successfully execute digital marketing campaigns for the targeted customers.
3. The bidders should be able to customize promotional campaigns to the specific needs of IIMT's Executive Programme.
4. The bidders should be able to carry out various activities from designing to launching promotional campaigns at their own cost. IIMT will work closely with the bidder only to suggest inputs and finalize the promotional campaign design.
5. The bidders have to verify all campaign materials with IIMT before executing any part of the digital promotional campaign.
6. Throughout the campaign period, the bidders should provide weekly reports to IIMT summarizing the number of impressions recorded by each type of promotional campaign, the number of unique customers reached out to, the campaign expenditure, and how customers interact with the campaigns among other relevant analytics.
7. The bidders should share administrative access of the dashboards to IIMT wherever applicable such that IIMT will be able to monitor the progress of the campaigns.

Eligibility Conditions for Bidders

The tendering Agency must fulfill the conditions mentioned in the succeeding paras to be eligible for technical evaluation of the bid:

1. The Bidder (s) should be registered with the Goods and Services Tax Council for Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of the GST Registration Certificate, PAN, and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and the tender document should be the same or linked.
2. The Bidder (s) should be registered with the appropriate registration authority and should exist for not less than two years as of March 31, 2024. A copy of the Certificate of Incorporation or relevant registration certificate should be attached.
3. Bidder(s) should have at least **two years'** experience in the business of "**Social Media Management & Digital Marketing**" as of March 31, 2024, for Designing and Executing Digital Promotional Campaigns for the reputed institutions like IIMs/IITs/IISER/NITs/Universities or other reputed B-schools in the Country during the past two years. Relevant documentary proof like a work order / Letter of Intent / Agreement must be submitted with a technical bid.
4. Copy(ies) of work order(s) showing that the firm has executed the similar work(s) in the **last 2 years** and details of current similar works on hand and other contractual commitments shall

be provided by the Bidder as on **March 31, 2024**, as detailed below;

One similar work of 80% of the estimated cost [Order copy to be enclosed]

OR

Two similar works of 60% of the estimated cost each [Order copy to be enclosed]

OR

Three similar works each costing not less than 40% of the estimated cost each.[Order copy to be enclosed]

5. Average Annual Turnover of the Bidder for the past three consecutive years (2020-21 to 2022-23), should be at least **100% of the estimated cost of the Tender**. Copies of duly audited Balance Sheets with Profit & Loss accounts are to be submitted for the last three years as above as per **Annexure-I (Technical Bid)**. The year in which no turnover is shown would also be considered for working out the average.
6. Bidders should be regular in filing Income-Tax returns. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2020-21, 2021-22 & 2022-23) should be submitted along with the Technical Bid.
7. The bidders should not be blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. The Bidder should give a self-declaration certificate for acceptance of all terms & conditions of tender documents. An undertaking to this effect in the Company letterhead duly signed by the owner/partner or both are to be enclosed, as per **Annexure-III** and Integrity pact as per **Annexure-V**.

Instructions to Bidders

1. Downloading of Tender Document

Tender Documents are to be downloaded from the Institute's website <https://www.iimtrichy.ac.in/tender-published>. No Tender fee is payable.

2. Earnest Money Deposit

- a. The bidder(s) should remit an Earnest Money Deposit (EMD) of **Rs. 55,000/- (Rupees Fifty Five Thousand only)** through online transfer to "IIM TIRUCHIRAPPALLI" as per the bank details provided on **Page 1**. A copy of the payment transaction receipt has to be attached with the Technical bid, without which the tender won't be considered for the bidding process.
- b. The EMD of the successful bidder will be adjusted against the interest-free performance Security Deposit due to be paid. The EMD of the unsuccessful bidders will be released after the finalization of the tender. No interest is payable on the earnest money.
- c. Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are exempted from EMD. However, they have to enclose

valid self-attested registration certificate(s) along with the tender to this effect.

- d. The bidders who seek exemption from EMD as per the above clause(iii), if they withdraw or modify their bids during the period of validity, or if they are awarded the Order and they fail to sign the contract or to submit a performance security before the deadline defined in the Order/bid document, they will be suspended for three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. Relationship Certificate

- a. The bidder should give a certificate that none of his/her near relatives is working in the units as defined below where he is going to apply for the tender. In the case of a proprietorship, a firm certificate will be given by the proprietor. For partnership, the firm certificate will be given by all the partners and in the case of limited company by all the Directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled, Bid Security will be forfeited at any stage whenever it is noticed and IIM Tiruchirappalli will not pay any damage to the company or firm or the concerned person.
- b. The company or firm or the person will also be debarred for further participation in the concerned unit.
- c. The near relatives for this purpose are defined as follows: -
- Members of a Hindu undivided family,
 - Spouse,
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d. The Certificate (**Annexure-III**) needs to be placed in the Technical bid cover.

4. Amendment to bid document

- a. At any time before the date of submission of bids, IIM Tiruchirappalli shall modify the bid document with amendments either on its own or in response to a clarification required by a prospective bidder during the pre-bid meeting.
- b. Such amendments shall be notified on the IIM Tiruchirappalli website only and these amendments will be binding on all prospective bidders.
- c. The Institute may at its discretion extend the last date for the receipt of bids.
- d. IIM Tiruchirappalli reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- e. IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion the following:

- Accept or reject any or all bids.
- To obtain further clarification or supporting documents during the technical bid evaluation.
- To suspend, discontinue, modify, and/or terminate the Tendering process at any time.
- To reserve the right to modify/change/delete/add any further terms and conditions before issue of any order.

5. Conditional Bids:

Conditional bids or Bids based on the process / basic schemes other than those mentioned and/or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.

6. Technical Bid Criteria

- a. The technical bid shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of the solution being proposed by the bidder.
- b. All information should be organized in a logically structured form and submitted as a technical bid with an index. Bidders should comply with the scope of work, eligibility criteria, and technical requirements. The detailed formats are attached in **Annexure-I**. The bidder is to complete the same in all respects and submit accordingly. No deviations are acceptable in Annexure-I.

7. Price Bid Details

- a. Price Bid i.e. BoQ given with the tender to be submitted after filling in all relevant information and it should be submitted as per the format available with the tender failing which the offer will be rejected (renaming or changing the format of BoQ) will not be acceptable.
- b. Price Bid i.e. BoQ given in tender to be submitted after filling all relevant information. The priced BoQ should be submitted strictly as per **Annexure-II**, failing which the offer will be rejected.
- c. **The duration mentioned in the Price Bid is tentative and shall be increased or decreased depending upon the requirements of the Institute. In both cases, payment will be released on a pro-rata basis.**
- d. Bids must be submitted with the rates for all the item(s) of the work involved and any incomplete bid will not be considered.
- e. ***The Rates quoted by the tenderer should be inclusive of all charges except GST*** and must hold good till the completion of work and should not be subjected to any escalation. The Institute will not pay any extra amount other than the quoted price. No claim on this account whatsoever shall be entertained at any stage including the extended period, if any.
- f. The bidders can send an email to admissions_pgpbm@iimtrichy.ac.in and

saict@iimtrichy.ac.in (Telephone No 0431-250 5026/47/73) and mark a cc to purchase@iimtrichy.ac.in to seek clarification on the specifications/work covered by this Tender if required.

- g. Vendor should quote rates in the Price Bid (**Annexure-II**) only, bids indicating rates anywhere else will be rejected.

8. Validity of bids and rates

- a. All the quoted prices would be valid until the completion of the entire contract. No escalation of price whatsoever would be allowed during the period of the Contract, including extended period if any.
- b. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of the price bid.

Procedure for submission of tender

- a) The tender document should be downloaded from the IIM Tiruchirappalli website <https://www.iimtrichy.ac.in/tender-published>
- b) The bidder(s) shall not make any changes or amendments to the tender document as published on the IIM Tiruchirappalli website.
- c) All correspondence and documents relating to the tender shall be written in English.
- d) No paper/page shall be detached from the tender document. No addition or alteration should be made to the tender document.
- e) The tender document should be filled in legible handwriting/printing/typing without any ambiguity.
- f) If any correction is necessary in the information provided by the bidder, the same should be made after scoring out the old entry. In any case, there should not be any overwriting. All the corrections should be attested with the full signature of the bidder with the date.
- g) The tender shall be submitted in **two parts**, viz., Technical Bid and Price Bid. All the pages of the tender document being submitted must be signed and sequentially numbered by the bidder(s) before submission, as per the procedures and requirements stipulated herein.
- h) It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in **Annexure-III** to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished.
- i) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- j) The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts, and any alteration of the prescribed tender format will entail outright rejection of the bid application.

1. Submission of Bids

Since this tender is based on *a two-bid system*., **TWO SEPARATE SEALED ENVELOPES** as explained below need to be prepared:

a) Technical Bid - (Envelope A)

The following documents are to be furnished by the bidder(s) along with Technical Bid as per the tender document;

- i. Profile of the Bidder as per **Annexure - I**
- ii. Application form and Near Relative Certificate as per **Annexure - III**
- iii. Integrity Pact as per **Annexure – V.**
- iv. Copy of PAN and GST Registration.
- v. EMD Payment Slip/ MSME Certificate for EMD exemption.
- vi. The work order(s) executed within the last two years to prove the eligibility.
- vii. Copy of the constitution or legal status of the bidder service provider / Sole proprietorship /firm agency etc. like Attested copy of deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.
- viii. A copy of all the work orders, testimonials/completion/performance certificates from the present and past clients with verifiable contacts need to be attached to the Tender document.
- ix. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2020-21, 2021-22 & 2022-23).
- x. Duly Signed Tender document and it's all annexures are to be affixed.
- xi. All other documents that are mentioned in the tender document are mandatory, **except the Price Bid document.**
- xii. The **Technical Bid** Envelope with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: ***“Technical Bid for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)”***.

b) Price Bid - (Envelope B)

- i. **Price bid** (As per **Annexure-II** duly filled and signed) – Price must be quoted as per the format specified, failing which tender shall be rejected.
- ii. Only duly filled **Price Bid** as per **Annexure-II** should be put in a separate envelope and the envelope should be in sealed condition. This envelope should be **SUPERSCRIBED** with the following text: ***“Price Bid for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)”***.

The *two sealed envelopes* should carry the name and address of the bidder and be placed/kept inside

a LARGER Size Master Envelope with the following text **SUPERSCRIBED** on the master envelope:

Tender for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)

The master envelope containing the two envelopes should be delivered on or before the deadline.

If the Two inner envelopes A (Technical Bid), and B (Price Bid), and the one outer envelope (i.e., larger envelope) are not marked as instructed, IIM Tiruchirappalli will assume no responsibility for the misplacement of the envelopes. Any bid received in unsealed condition will be rejected.

The tender should be submitted either through Registered Post/Speed Post/Courier or delivered to IIM Tiruchirappalli in hand. IIM Tiruchirappalli will not accept any responsibility or grant any relaxation of time for any Postal delay in the submission of tender.

Pre-Bid Meeting

A Pre-Bid Meeting with the intending bidders will be conducted in person at the Deans Office Meeting Room, Administrative Block, IIM Tiruchirappalli on 30.04.2024 at 11.00 Hrs. to clarify doubts that shall arise before submitting the bids.

If the bidders, who are unable to visit IIM Tiruchirappalli in person to attend the pre-bid meeting, can join the meeting through virtual mode.

The bidders need to send the scanned copy of the letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 11.00 Hrs., on 29.04.2024 to attend the Pre-bid meeting as per the format enclosed vide **Annexure-IV**.

The Bidders are requested to mail their doubts/queries to purchase@iimtrichy.ac.in before the pre-bid meeting, i.e. by 11.00 Hrs., 29.04.2024, to enable us to clarify the doubts in the pre-bid meeting itself.

Opening of Technical and Price Bid

The master envelope and technical bid will be opened by the Purchase Committee in the presence of the bidders or their authorized representatives through video conferencing mode on 10.05.2024 at 11.00 Hrs. (***Tentatively***).

A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of a **letter of authorization from their firm** (or firms they are representing) to purchase@iimtrichy.ac.in before attending the Opening of the Master envelope & Technical bid meeting on the given date (to be informed later) in the opening of Technical Bid as per the format enclosed vide **Annexure -IV**.

Tender Evaluation Process

- Selection of the vendor shall be based on **Quality and Cost Based Selection (QCBS)** under the Rule 192 of the General Financial Rule 2017. The proposals will be evaluated by considering the following factors:
- Final selection of the vendor shall be based on **Quality and Cost Based Selection (QCBS)** with **60% weightage for technical** evaluation and **40% weightage for commercial** evaluation.
- The bidder would be selected based on ranking and evaluation of Technical and Price Bids by a Committee formed by the Institute, and the Committee's decision would be final and binding.

The process of selection of the successful bidder would be determined as under:

Stage 1: Document verification – Verify the document submitted by the bidder and firms qualified shall be invited to make presentation through virtual mode to the Evaluation Committee of IIM Tiruchirappalli. The Bidder(s) who meets all the basic eligibility conditions mentioned in the tender document, will only be considered to make the presentation to the Evaluation Committee.

Stage 2: Technical Evaluation The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of the solution being proposed by the Bidder. Technical evaluation of the Bidder will depend on the information provided herein by the committee members. Technical bid score, out of 50, will be arrived based on the following Parameters:

S. No	Parameters for Technical Evaluation	Maximum Marks
1	<p>Financial Soundness/Turnover</p> <p>Average turnover in the last three years, as reported in the audited financial statements will be considered.</p> <p>a) Less than Rs. 11 lakhs = 0 marks b) Rs.11.01 to 12 lakhs = 1 marks c) Rs.12.01 to 15 lakhs = 2 marks d) Rs.15.01 to 20 lakhs = 3 marks e) Rs.20.01 to 25 lakhs = 4 marks f) Above Rs.25.01 lakhs = 5 marks</p>	5
2	<p>Work Experience (Digital Promotion) in the last five years as of March 31, 2024:</p> <p>a) Single Order for Rs. 15 Lakhs and above - 10 Marks b) Two Work Orders for the Value of Rs. 10.00 - 14.99 Lakhs – 8 Marks c) Three Work orders for the Value of Rs. 5.00 - 9.99 Lakhs – 5 Marks</p> <p>The completion certificate along with the work order should be attached. <i>(Any Completion Certificate without a work order copy, contact details, and not in letterhead would not be considered)</i></p>	10

3	<p>Evaluation of the Capabilities:</p> <p>The following documents are to be submitted by the bidder for the evaluation of IIM Tiruchirappalli Committee members. The evaluation shall be based on the following parameters:</p> <p>a) Bidder's understanding of IIMT's requirements i.e. Executive market Segment (Concept Note). – 10 Marks</p> <p>b) Thoroughness of the Promotional Plan to address IIMT requirements – 10 Marks</p> <p>c) Technological and Human capabilities to execute the promotional campaigns – 10 Marks</p> <p>d) Previously executed promotional campaigns in the last two years – 5 Marks</p>	35
Total Marks (Technical)		50

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. Bidder is free to add any information that can help in assessing the technical quality of the solutions proposed and which touches upon the parameters/attributes for technical assessment.

The evaluation committee reserves the right to invite the bidder to provide a presentation to the committee for a better understanding.

The bidder should provide all the above-listed parameters and related documents in the Technical Bid. The decision taken by the Evaluation Committee on the Technical Evaluation will be final.

At the end of this stage, each firm will have a Technical score (out of 50 Marks) associated with it. Bidders getting less than **35 scores** in the Technical bid will not be considered for opening the price bid.

Price bids will be opened for the bidders getting a score of **35 and above** in technical bid evaluation. Under the QCBS selection process, the **technical proposals** will be allotted a weightage of **60%** while the **financial proposals** will be allotted a weightage of **40%**.

Stage 3: Final score (combined score) Technical bid and price bid together will be used to arrive at the highest **techno commercial score (TCS)**. The bidder with the highest **TCS** will be chosen to provide the services covered by this tender.

The TCS of a bidder with technical score T and commercial bid value C is calculated using the following formula.

$$TCS = 0.4 * CI/C + 0.6 * T/TI$$

where CI is the lowest commercial score and TI is the highest technical score.

The technical score will only be revealed to the bidders just before the opening of the commercial bid.

The Bidder securing the highest combined score of TCS will be invited for negotiations/discussion, if required, and shall be awarded the contract. If two or more bidders have the same TCS score in the final ranking, the bidder with the highest technical score will be declared as a successful bidder.

Any inquiry after submission of the quotation will not be entertained. The decision of IIM Tiruchirappalli will be final and binding to all for interpretation of any ambiguity.

Opening of Price Bid: The price bids of all the technically eligible bidders will be opened after the technical bid evaluation including all the presentations by the qualified bidders in the presence of technically eligible bidders or their authorized representatives through video conferencing mode. *The date and time for opening of the Price Bid will be informed later.* Bidders/ Representatives have to send the scanned copy of a letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the price bid meeting on the given date (to be informed later) to participate in the opening of Price Bid as per the format enclosed vide **Annexure-IV**.

The price bids of all the technically eligible bidders will be opened. The date and time for opening of the Price Bid will be informed later.

The Institute reserves the right to accept or reject all the offers including the lowest without assigning any reason.

General Terms & Conditions

1) Firm Price:

The bidder's quoted price for Designing and Executing Digital Promotional Campaigns in the Price Bid should remain firm till the completion of the contract period & should not attract any escalation under any circumstances whatsoever.

2) Delivery Schedule

The successful bidder should commence Designing and Executing a Digital Promotional Campaign tentatively with effect *from mid-May 2024* and the firm date and duration of the campaign will be conveyed through a work order. The successful bidder should be able to commence the services within a week from receipt of the Work Order.

3) Payment Terms:

- a. No advance payment will be made in any case.
- b. However, part payment will be made after satisfactory execution of the job (Designing and Executing Digital Promotional Campaigns) on an equated monthly basis after review, including the presentation to the Institute and submission of all the necessary relevant supporting documents to the Institute.
- c. The payment will be made on a pro-rata basis based on the duration of campaign days.
- d. Payment will be released within 25 days subject to submission of Invoice/Bill with all relevant documents like links, brochures, etc.

- e. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from the Service Provider's bills.
- f. Bidders should consider all the costs required for the successful running of the Campaign which are specifically not mentioned in the document. IIM Tiruchirappalli will not be liable to pay any extra cost other than the cost mentioned in the financial bid of the bidder (price bid).

4) Warranty of Quality

- i. The successful bidder will be responsible for Designing and Executing Digital Promotional Campaigns during the contract period.
- ii. In case, the firm fails to provide the required services within the specified delivery period, the same services will be obtained from the open market and the difference in cost, if any, will be recovered from Performance Security or pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.
- iii. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and the Security deposit forfeited. Applicable penalties would be levied from all the monies payable to the Service Provider on such termination and the balance amount, if any, would be paid. The decision of the competent authority in the matter of penalties would be final and binding.

5) Penalty Clause:

- i. Deficiency/delay in services listed in the broad Scope of Work, will be construed as lapses on the part of the service provider. Such lapses due to the service provider will be viewed seriously and penalties will be imposed on the service provider in case of any delay in providing the required services as covered by this Tender within the stipulated date and timings. IIM Tiruchirappalli reserves the right to impose a penalty up to 10% of the Work Order value and the quantum of the penalty will be decided in individual cases and the decision of the competent authority at IIM Tiruchirappalli shall be final and binding.
- ii. In case of failure to carry out the services to the satisfaction of IIM Tiruchirappalli as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.
- iii. If any of the bidders submit any altered, forged documents in their technical bid, the following actions will be taken.
 - a) If the Work Order is awarded to the bidder the same will be immediately cancelled without any intimation and a penalty will be charged.
 - b) The bidder will be blacklisted permanently and the same will be published on the website.
 - c) The issue will be reported to the government authorities and tendering service providers.
 - d) The issue will be reported to the police department for investigation and action.
 - e) In addition, all the applicable actions will be taken as per the law of the land.

6) Forfeiture of Earnest Money:

The earnest money will be forfeited in the following cases:

- i. Earnest Money is liable to be forfeited and the bid is liable to be rejected if a bidder withdraws or amends or impairs or derogates from the Tender in any respect within the period of validity and/or after opening the Tender. Such bidders will also be blacklisted.
- ii. When information/certificate/document furnished is found to be false at any stage.
- iii. When the bid documents have been manipulated or altered after they are downloaded from the website.

7) Performance Security Details:

- i. The successful Bidder will be required to remit an interest-free **Performance Security Deposit of 10% of the Work Order** value through online transfer to IIM Tiruchirappalli Bank Account within Seven working days from receipt of the work order. **The security deposit will remain with the institute until the completion of the contract, and it will be refunded to the vendor after applicable deductions have been adjusted along with the final bill payment, if any.**
- ii. Performance Security will be forfeited if the vendor fails to perform/abide by any of the terms or conditions of the contract.
- iii. In case the Vendor fails to provide the required services as covered by this Tender within a specified delivery period, the same items will be obtained from the open market, and the difference in cost, if any, will be recovered from the Performance Security or the pending bill(s) of the defaulting firm if the recoverable amount exceeds the Performance Security.

8) Integrity Pact

The Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders who commit themselves to such a Pact with the buyer would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit which is not legally available.
- ii. Principal to treat all bidders with equity and reason.
- iii. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- v. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

- vii Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- viii Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

The Bidder has to submit the Integrity Pact as per [Annexure-V](#).

9) Termination of Agreement

This contract can be terminated by giving 60 days' notice by the Institute. The service provider will be required to give 90 days' notice in writing of their intention to leave or discontinue their service.

Such notice shall specify if all the services or part of the service provided is terminated and the effective date of such termination. Upon receipt of such notice, the contractor shall:

- i. Assist IIM Tiruchirappalli in the maintenance, protection, and disposition of Service in progress, share audit logs/ porting of results, plant, tools, equipment, property, and goods acquired by Contractor or furnished by Contractor under this Contract; and
- ii. Upon any such termination for convenience, IIM Tiruchirappalli shall have no liability towards the contractor for any damages, including loss of anticipated profits. As its sole right and remedy, the contractor shall be paid for services already provided and to be provided till the date of the termination.
- iii. The termination of the Contract shall not relieve the Contractor of any obligations and liabilities under the Contract.
- iv. IIM Tiruchirappalli may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
 - a. If the Service Provider fails to provide the services as detailed in the Tender within the period (s) specified in the contract or any extension thereof granted by the Institute.
 - b. If the Service Provider fails to perform any other obligation(s) under the contract.
 - c. If the Service Provider is declared insolvent by the competent Court of Law without any notice.
 - d. If the vendor is not cooperating with IIMT officials during the development phase or not following the instructions given in the tender document, IIM Trichy has the right to cancel the work order at any time during the development process.

10) Intellectual Property Rights:

- a) All the intellectual property rights over the information, database, and reports generated as an outcome of the services with all rights including but not limited to perpetual, unlimited, nonexclusive, irrevocable, and royalty-free licensees to use, modify, transfer, sell, make

derivative work, translate, adapt, improve, merge with other information/database/reports, reproduce, disseminate, release or disclose in whole or in part, in any manner, and for any purposes whatsoever, and to have or authorize others to do so shall be of IIM Trichy.

- b) The bidder shall not copy, reproduce, alter, modify, create derivative works, or publicly display or privately share any content of the Services, including information, database, or reports generated as an outcome of the services, unless expressly authorized by IIM Trichy.
- c) By the reason of this relationship, the successful bidder shall have access to Confidential Information relating to the students, the Institute, its processes, etc., the value of which would be impaired if such information were disclosed and the bidder agrees not to disclose this information to any other person /entity for the benefit of itself or any other person, corporation or business organization, entity or enterprise, any. The bidder shall make best efforts to prevent and protect the contents of the database and reports generated thereof from unauthorized use or distribution.

11) SIGNING OF CONTRACT:

- a. The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a Tamil Nadu State Non-Judicial stamp paper of Rs. 100/- (Rs. one hundred only) within 7 days from issue of the Work Order. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, Institute reserves the right to impose a penalty or forfeit the Security Deposit and cancel the acceptance of BID.
- b. The service provider shall not be allowed to change its name after the award of the contract.
- c. The Bidder shall certify that a change in ownership is not anticipated in the proposed period of the contract. If such a change is anticipated, the scope and effect thereof shall be defined. IIM Tiruchirappalli shall file a suit against the bidder for breach of this clause requesting damages and/or specific performance remedies therefrom.

12) Last Payment: The last payment of the service provider will be cleared only after obtaining clearance of any liabilities pending of the Institute.

13) *The persons to be deputed by the service provider*, being their employees or otherwise, shall be their sole employees and IIM Tiruchirappalli shall not have any relation whatsoever with the employees of the service provider. He / She will be fully responsible for their acts, conduct, and any other liability.

14) Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Tiruchirappalli shall block his/ her Tender from being considered. Canvassing on the part or behalf of the tenderer will also make his Tender liable to rejection.

15) *Authority of person signing the document:* A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that

he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Tiruchirappalli may without prejudice to other Civil and criminal remedies cancel the contract and held the signatory liable for all cost and damages.

- 16) In respect of services rendered to IIM Tiruchirappalli, the Service Provider shall be liable for depositing all taxes, levies, cess, etc. to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 17) While making payment to the Service Provider, TDS and other statutory deductions will be effected by the Institute.
- 18) The Income Tax (TDS) shall be deducted at the prevailing rate from the bills, as amended from time to time under the provisions of the Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Tiruchirappalli to the Agency.
- 19) In case, the vendor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Tiruchirappalli is put to any loss/obligation, monetary or otherwise, IIM Tiruchirappalli shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Tiruchirappalli to initiate penal measures against the Service Provider including the termination of the contract.
- 20) **Subletting of Work:** The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The Tender is not transferable. Only one Tender shall be submitted by one tenderer.
- 21) **Jurisdiction:** All disputes arising out of this contract shall be subjected to the Courts at Tiruchirappalli.

22) Force Majeure:

- a. Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b. Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

Annexure – I (Profile of the Bidder)

EMD Transaction/Exemption Eligibility Details		Transaction Ref No: _____ dated: _____	
		If exempted Provide a Valid Certificate Number: _____	

S. No.	Required information		Description
1	Name of the agency/firm/company		
2	Address of the agency/firm/company		
3	Legal status (Individual, proprietary, partnership firm, limited company, etc.)		
4	Authorized Signatory Details	Name	
		Designation	
		Email	
		Phone	
	Details of Contact other than Authorized Signatory	Name	
		Designation	
		Email	
		Phone	
5	Month and Year of commencement business.		
6	Statutory details (Photocopies to be attached):	Registration number of the firm. (as per the Shops and Establishment act.).	
		PAN No. of the Agency	
		GST No. of the Agency	
7	Has your firm/company ever changed its name at any time? If yes, provide the previous name and the reasons therefore.		

8	Have you or your constituent ever left the Contract awarded to you incomplete? If so, give the name of the Contract and reasons for not completing the Contract.	
9	Brief details of litigation, if any, connected with related Work, current or during the last three years, the opposite party, and the disputed amount.	
10	Give details of the Termination of the previous Contract, if any	
Details of bank mandate		
11	Name of the Beneficiary	
	Name of the Bank	
	Name of the Branch	
	Account No.	
	Type of Account IFSC	
	IFSC Code No.	
12	Total experience (years/ months) Related work in Central Educational Institution/Organization:	

Turnover in the relevant field on a contract basis during the last 3 years (from 2020-21 to 2022-23). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2020-21	2021-22	2022-23
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover in last three years	INR _____ in Lakhs		

Annexure – I (Continued)

List of present and past clients in the following format. The information provided will facilitate the evaluation of the Technical Bid (***Please use a separate sheet if required without changing the format***). Please attach client certificate and work orders etc., clearly giving period of contact.

S. No.	Name of the organization with complete postal address	Details of work and period for which the contract was awarded	Work order Value INR	Name and designation of the client (contact person) with Tel. / Mobile No (s) and Email ID
1				
2				
3				
4				
5				
6				
7				
8				
9				

Annexure – II (PRICE BID (BoQ))

S. No	Scope of the Work	Total Amount (Excluding GST)
1	<p><i>Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus).</i></p> <p>The digital campaign will enable us to reach out to a wider audience of working executives based out of Chennai, Puducherry, Vellore, Sri City, Tirupati, Hyderabad, Bengaluru, Kanchipuram, Tiruvallur, Coimbatore, Tiruchirappalli, Madurai, Tiruppur, Mysore, Hosur and other adjoining districts of the Southern Region (including Tamil Nadu, Puducherry, Kerala, Andhra Pradesh, Karnataka, and Telangana) who seek to enhance their managerial capabilities through an executive programme in business management. The promotional activities have to be carried out digitally through (but not limited to) the following activities;</p> <ul style="list-style-type: none"> • Targeted Email campaigns • Content creation for Higher-education portals • Keyword-based search advertising • Banner Advertising • Design and managing the Landing page for Admissions • Carrying out analytics to prioritize admission leads • Social Media Advertising on Instagram, Facebook, LinkedIn, and Twitter • Social Media Advertising through Instagram, Facebook, LinkedIn and Twitter. • Design, execution, and monitoring of Social Media campaigns/Advertising (including Instagram, Facebook, LinkedIn, Twitter, etc.) <p>The duration of the Campaign is 120 days*</p>	
Total amount including all charges and excluding GST		

** The duration mentioned in the Price Bid is tentative and shall be increased or decreased depending upon the requirements of the Institute. In both the cases payment will be released on a pro-rata basis.*

ANNEXURE – III: SUBMISSION OF TENDER DOCUMENT

The Chief Administrative Officer (i/c),
Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Tiruchirappalli 620 024.

Date:

Subject: “Tender for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)”

Reference: Tender Notice published in IIM Tiruchirappalli website. - ***Tender No: 24SP029T***
dated: 25.04.2024

Dear Sir,

With reference to the tender notice published on above mentioned website, I / We hereby submit my/ our Tender in the required format. I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations/modifications.

It is certified that I, _____ (name of the person)

S/o Shri _____

r/o _____

a) I am authorized to sign this document on behalf of M/s.

(the name of the firm/company which is bidding in this tender) and that our firm/company have never been blacklisted by any of the Government Organization / Agencies in the past and there is no criminal case registered against our firm/company or its owner/partners anywhere in India.

b) Hereby certify that none of my relative (s) as defined in the tender document is/are employed in IIM Tiruchirappalli as per the details given in the tender document. In case at any stage, it is found that the information given by me is false/incorrect, IIM Tiruchirappalli shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

c) Further declare that:

1. All the statements made in this application are true, complete, and correct to the best of my

knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature is liable to be cancelled/ terminated.

2. I understand that the decision taken by the IIM Tiruchirappalli is final and binding in all matters.
3. I hereby agree to work as per the terms and conditions stipulated by IIM Tiruchirappalli.
4. I understand that IIM Tiruchirappalli reserves the right to accept or reject and to cancel the Tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

Place: _____

Signature _____

Name _____

Date: _____

Designation: _____

Seal of agency / Firm / Company

ANNEXURE – IV: LETTER OF AUTHORISATION

**LETTER OF AUTHORISATION FOR ATTENDING PRE-BID/PRICE
BID OPENING MEETING (on bidder’s letterhead)**

To

The CAO (i/c)

IIM Tiruchirappalli

Pudukkottai Main Road,

Chinna Sooriyur Village,

Tiruchirappalli - 620 024

Subject: Authorization for attending Pre Bid/Technical Evaluation cum Presentation/Price Bid Opening Meeting on (date) in the “*Tender for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus)*”.

The following persons are hereby authorized to attend the Pre Bid for the Tender mentioned above on behalf of(Bidder) in order of preference given below.

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of Bidder

or

Officer authorized to
sign the bid Documents
on behalf of the Bidder.

Notes:

1. A maximum of **two representatives** will be permitted to attend Pre Bid Meeting/bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE V: INTEGRITY PACT

This Integrity Agreement is made at on this day of 2024 BETWEEN

The Director, IIM Tiruchirappalli represented through Chief Administrative Officer, IIM Tiruchirappalli, (Hereinafter referred as the IIM Tiruchirappalli, Trichy - Pudukkottai High Road, Trichy – 620 024, “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 No 24SP029T dated 25.04.2024 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for the Designing and Executing Digital Promotional Campaigns for MBA Programme Admissions (PGPBM - 2024-26 Batch) of IIM Tiruchirappalli (Chennai Campus). 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 IIM Tiruchirappalli / 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) commits 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 participates 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.

- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose 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 wilful 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 IIM Tiruchirappalli 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 Contract or 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 Institute reserves the right to cancel the Tender. 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 IPC 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 Tiruchirappalli.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters 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 intentions.

- 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:

Dated:

CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)
1	(Cover 1)	All the documents and Annexures, except the Price Bid document.		
2	(Cover 2)	Only Price Bid documents as per Annexure-II		
3		Whether GST Registration Certificate is enclosed.		
4		Whether PAN is enclosed.		
5		Whether duly filled in Technical Bid documents (i.e., Annexure-I to the tender document) along with all the related enclosures have been enclosed with the Tender: <ul style="list-style-type: none"> i. Registration/ Incorporation details of the bidding firm/Agency/ Company ii. Documents in support of the Legal Status of the Bidder. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company. iii. EMD Payment Receipt/MSME Certificate for the EMD exemption. iv. Work Orders and Performance Certificate. v. Authorization / Power of attorney for signing the tender document vi. Audited Annual Accounts, Income Tax Returns, and assessment orders for the last three consecutive financial years i.e., 2019-20 to 2022-23. vii. Details of completed contracts in the prescribed format during the last three years along with proof with verifiable contacts. viii. A detailed proposal from the vendor for Technical Evaluation. ix. Details of ongoing contracts in the prescribed format along with proof with verifiable contacts. vii. All other information/ details/ supporting documents/proof desired in the Tender document. 		
6		Whether Technical Bid documents as per Annexure-I of the tender document are submitted.		
7		Whether Undertaking, Near Relative, and Declaration Certificate as per Annexure-III to the effect that the bidder had never been blacklisted by any of the Government Organizations / Agencies is submitted.		
8		Integrity Pact as per Annexure -V		
9		Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and overwriting/ erasures, if any, in the technical bid duly been signed and endorsed with seal?		
10		Whether an Index or Table of Contents of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?		
11		Whether Tender documents have been signed with the seal on all the pages by the bidder.		