



IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम
Indian Institute of Management Visakhapatnam

शुद्धिपत्र / CORRIGENDUM -2

Ref: Tender No: IIMV/Admin/Food Catering /2024-25 /007 dated 25 Feb 2025.

It is intimate that a pre-bid meeting has been conducted with bidders on 04 March 2025 and queries / clarifications/ requests sought by the bidders have been replied herewith. These replies are common for all interested bidders & same shall form part of the tender documents.

Sl.No.	Ref. in Tender	Incorporated Additions / Deletions / Corrections in Tender Documents
1	Page 23 & 24 Annexure 2	Item 11 at Dinner Menu : Mutton and Fish have been deleted from student Menu Matrix. Sl. i& ii at Page 24 to be read as : i. All food items will be served unlimited , except for specific items mentioned below. Milk - 150 ML, Curd - 100 Grams, Paneer - 150 Grams, Eggs - 02, Chicken-150 Grams. ii. Paneer to be served two days a week at lunch for all. Eggs/ chicken for non-vegetarians and paneer for vegetarians at dinner to be served three days a week as decided by the Hostel & Mess Committee .
2	Page No. 5 Sl. 6 e (ii)& (iii)	Electricity Consumption charges: Engaged Agency should pay electricity charges for every month, recorded in the electricity meter installed for kitchen @ Rs.6.95/- per unit of electricity consumption along with fixed charges at Rs.475/- per KW of Connected load. HVAC Charges: Engaged Agency should pay charges for every month, recorded in the BTU meter installed for kitchen @ Rs.6.95/- per unit of electricity consumption along with fixed charges at Rs.475/- per KW of Connected load.
3	Tender Document Annexure 7	The revised version of IP is placed at annexure to this corrigendum.
4	Tender Document Annexure 8	In financial bid format at the following additional note has been added: “The institute reserves the right to assess the reasonableness of the prices quoted by the bidder. Abnormally low bids will be dealt with as per Gol guidelines in this regard”.
5	Tender Document Page No. 11 Sl. 12	The following additional term has been added. c) Institute reserves the right to independently verify the authenticity of the documents submitted by bidders and also to obtain feedback from the clients of the bidders as deemed fit”.

2. The date for opening the technical bid has been extended till 1500 hrs. of 26-03-2025.
3. All other terms and conditions remain the same.

Dt. 17 March 2025

Sdxx.

कलीम वी खान

Kaleem V Khan

मुख प्रशासनिक अधिकारी-मा सं

Chief Administrative Officer- HR

INTEGRITY PACT

(To filled in and printed on Rs. 100/- non-judicial stamp paper and submitted along with the tender documents)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of _____ 2025 at Visakhapatnam, Andhra Pradesh, India.

BETWEEN

Indian Institute of Management Visakhapatnam acting through
....., having its office located at Gambheeram Village, Anandapuram (Mandal), Visakhapatnam -District, Andhra Pradesh - (hereinafter referred to as “Principal” which terms or expression shall unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of this **First Party**:

AND

M/ s. _____ a company incorporated under the Companies act through its representative / authorized signatory
..... vide resolution dated Passed by the Board of Directors, having its office at
(hereinafter referred to as “The Bidder/Contractor” which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Party**

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and or Contractor(s).

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-

- a) No employee of the Principal, personally or through family members' will in connection with the tender for, or the execution of a contract , demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidde(s) with equity and reason The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidde(s) confidential/ additional information through which the Bidde(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor (s)

(1) The 'Bidder/ Contractor' commits themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a) The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

c) The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

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

e) The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f) Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder(s)/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 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 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'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 Section 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 or 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. Such exclusion may be forever or for a limited period as decided by the Principal.
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 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 has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If 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, as per applicable rules/ guidelines.

(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 may, at its own discretion, revoke the exclusion prematurely.

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

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organization.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the tender provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Visakhapatnam.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal actions(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal [proceedings].

INWINESS WHEREOF, the parties hereunto set their hands ad seals and executed this INTEGRITY PACT as of the day / month/ year first above written.

For and on behalf of

THE DIRECTOR, IIM VISAKHAPATNAM (First Party)

SIGNED, SEALED AND DELIVERED by

Name : Designation

Address :

Authorized Signatory

For and on behalf of

M/s(Second party)

SIGNED, SEALED AND DELIVERED by

Name : Designation

Address :

Representative / Authorized Signatory

Vide resolution dated passed by the Board of Directors.

In the presence of Witness:

1.

2.