

Minutes of the Pre-bid meeting regarding catering services (mess)

From Prospective Bidders	
List of queries	Responses for Inclusion in the Corrigendum
The EMD may be accepted through a Bank Guarantee in addition to a Demand Draft.	Yes, the EMD may be submitted through a Bank Guarantee. The validity period of the Bank Guarantee shall be 90 days from the date of bid opening.
Since the contract will be awarded to two contractors (Mess 1 and Mess 2), it may please be clarified which contractor will be assigned the responsibility for managing the transit facility. This is important from the point of optimum usage of his resources by the contractor.	Each contractor shall be allotted a period of six months. The first six months will be assigned to the Mess–1 contractor, followed by six months for the Mess–2 contractor. This arrangement will remain in place for one year and shall be subject to review by the Institute.
Jowar Roti/Naan has been included in the regular menu. Please note that the kitchen will require a tandoor to prepare naan. Additionally, preparing Jowar Roti in large quantities at once is operationally challenging, and if prepared in advance, it may not be preferred by students once it becomes cold.	The vendor shall serve hot naan/jowar roti as prescribed in the menu. All necessary arrangements for the same shall be made by the vendor without any assistance from the Institute.
For the existing menu, the bidders have indicated that a minimum of ₹200–₹210 is required to provide the prescribed items. Although the minimum permissible rate is ₹155, any bidder quoting at the minimum may find it challenging to consistently maintain the desired quality of the menu.	The tender is based on the QCBS method, and the base price indicated in the tender document is ₹155/-. Bidders are free to quote their rates accordingly.
If the price is not revised, the frequency of items such as chicken, paneer, ice cream/kulfi, and sweet dishes in the existing menu may need to be reduced. The bidders have indicated that, at the current base price of ₹155, they can provide these items only 2–3 times per week, whereas the present frequency exceeds 7–8 times per week.	The revised menu has been updated and is enclosed as part of the corrigendum.
The menu currently specifies a quantity of 200 grams for fish and chicken. The bidders have suggested revising this to either 120 grams or 150 grams (with bone) to align with the quoted prices.	The revised menu has been updated and is enclosed as part of the corrigendum.
Branding of fish may not be appropriate, as fish is generally sold in the market without any specific brand	There is no branding applicable for fish.
In the list of additional items to be served in the mess, the quantity specified for chicken and paneer may need to be revised, or alternatively, the corresponding rates may be adjusted	The revised menu has been updated and is enclosed as part of the corrigendum.

Regarding relaxation of experience in eligibility criteria	There shall be no relaxation in the eligibility criteria. The minimum experience required under “Minimum Eligibility Criteria / Pre-Qualification Criteria” is five years
Regarding implementation of biometric attendance	It is mandatory as per the tender.
Regarding electricity charges	No change, the clause stated in the tender remains applicable. The license fee mentioned in the tender document is exclusive of GST
Allowance for employees/workmen employed by the contractor	Not under the purview of the institute
Any revision in the base price?	No change
If site visit is mandatory?	There is no change in the clause on the site visit
If Integrity Pact to be provided on stamp paper	Yes.
From the Institute	
Revision of Integrity Pact	The revised Integrity Pact enclosed as part of corrigendum. The bidders are required to produce IP as per the revised format.

Sd/-
Assistant Registrar
Contracts and Services
IIT Dharwad

Revised Menu

1. **Breakfast:** The menu should include the following items: any additional items may be added based on the requirements.
 - 1 variety of breakfast
 - Boiled Sweet Corn/ Boiled Peanuts/ Boiled Chana / Boiled pulses
 - Boiled Egg
 - Cut Fruits/Banana
 - Corn flakes/ Chocos
 - Bread, Butter, Jam
 - Tea/Coffee/Milk /Bournvita/Boost
2. **Lunch:** The menu should include the following items: any additional items may be added based on the requirements.
 - 2 varieties of rice items with a combo of Veg Pulao and Plain Rice / Lemon Rice and Plain Rice / Veg Biryani and Steam Rice.
 - 2 varieties of sabji / curry
 - Chicken/ Fish /Paneer Dishes
 - Dal Palak/Tadka
 - Fulka/Chapati
 - Jowar Roti/Naan
 - Curd
 - Peanut Chutney
 - Papad, Pickle, Green Salad
 - Drinks
 - Dessert like Sweet Ice-Cream/ Gulab Jamun/ Vermicelli Pysa
3. **Snacks:** The menu should include the following items: any additional items may be added based on the requirements.
 - vada Pav/ Veg grilled Sandwich/ Girmmit / Cutlet/ chicken frankie.....etc.
 - Banana/seasonal fruits
 - Tea/ Coffee/Milk
4. **Dinner:** The menu should include the following items: any additional items may be added based on the requirement.
 - 2 varieties of rice items with a combo of Peas Pulao and Plain Rice / Tomato Bhat and Plain Rice / Jeera Rice and Steam Rice.
 - 2 varieties of sabji / curry
 - Chicken/ fish/ paneer dishes
 - Dal item
 - Fulka/Chapati
 - Jowar Roti/Naan
 - Curd
 - Peanut Chutney
 - Papad, Pickle, Green Salad
 - Dessert like Fruit Custard/ Shahi Tukda/ Kala Jamun

Note: Egg will be served daily(2egg), Chicken will be served 2 times a week (100gm), fish will be served once a week (100 gm) and paneer will be served 4 times a week(100g).

Revised Menu

Menu (Representational)

Breakfast

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Idli & Wada	Aloo Poha	Veg Paratha	Khaman Dhokala/ Sev	Palak/ Methi/ Bhathua Poori	Masala Dosa	Aloo Paratha / Mix Veg Paratha
Sambhar & Chutney	Sev Namkin	Paneer Bhurji	Red Chutney	Chole Masala	Sambar & Chutney	Curd
Mix Sprouts	Sweet Corn	Green Moong Sprouts	Boiled Peanuts	Black Chana Sprouts	Black Chana Sprouts	Green Moong Sprouts
Boiled Egg	Omelette	Egg Bhurji	Boiled Egg	Omelette	Boiled Egg	Egg Bhurji
Banana/fruit cut & Corn Flakes/chocos	Banana/fruit cut & Corn Flakes/chocos	Banana/fruit cut & Corn Flakes/chocos	Banana/fruit cut & Corn Flakes/chocos	Banana/f ruit cut & Corn Flakess	Banana/fruit cut & Corn Flakes/choco s	Banana/fruit cut & Corn Flakes/chocos
B B J	B B J (Brown Bread)	B B J & Pickle & Ketchup	B B J & Pickle & Ketchup	B B J & Pickle & Ketchup	B B J	B B J & Pickle & Ketchup
Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk	Tea Coffee / Bournvita / Milk

Snacks

Monday	Tuesday	Wednesd ay	Thursday	Friday	Saturday	Sunday
Veg frankie	Red Sauce Pasta/ White Sauce Pasta	Samosa	Pav Bhaji/Misal pav	Dahi Vada / Pani Puri	Maggie / Hakka Noodles	Veg Sandwich / French Fries
Ketchup	Ketchup	Chutney (Green + Red)	Chopped Onion + Lemon Slice	Chutney (Green + Red)	Ketchup	Green Chutney And Ketchup
Banana	Seasonal Fruits	Cut Fruits	Seasonal Fruits	Cut Fruits	Seasonal Fruits	Banana
B.B.J / Elaichi Tea / Coffee/Milk	B.B.J / Masala Tea / Coffee/Mil k	B.B.J / Ginger Tea / Coffee/Mi lk	B.B.J / Masala Tea / Coffee/Mi lk	B.B.J / Masala Tea / Coffee/ Milk	B.B.J / Ginger Tea / Coffee/Milk	B.B.J / Elaichi Tea / Coffee/Milk

BBJ = Bread, Butter and Jam

Item	Frequency	Quantity per Individual	Remarks
Break fast	Daily	Unlimited	
Milk (untuned)	Daily	250 ml	Lactometers should be provided by the Contractor
Toasted white and whole wheat bread/brown bread with jam.	Daily	4 Slices	The bread should be fresh
Butter/Jam	Daily	10-15 gm	Small packets must be provided
Tea and Coffee	Daily	150 ml	Sugar and Sugarless both to be provided
Curd	Daily	200ml	
Eggs	Daily	2 eggs	
Chocos/Corn/Wheat flakes/Oats	Daily	Unlimited	Separate bowls should be provided for corn flakes
Health Drink	Daily	10-15 Gm	Bourn Vita/ Boost/ Horlicks has to be provided in breakfast
Boiled chana/ beans/ groundnut/sprouts/sweet corn	Daily	Unlimited	
Banana/Seasonal Fruits/cut fruits	Daily	3	As per seasonal availability

The Contractor should provide extra quantity if sought by the diner on payment basis, the rates will be decided by the mess committee with mutual consultation.

*The seasonal fruits include Watermelon, Oranges, Guava, Papaya, Musk melon etc. (The quantity should be 2 units for 1 diner for whole fruit and 2 pieces for 1 diner if cut into pieces, the quantity will be decided by the mess committee with mutual consultation). The cut fruits should be provided 1 bowl per individual. The contractor should make all arrangements for procurement of seasonal fruits.

Other Break fast items that may required to be served in Mess:

Ragi Idly, Rava Idly, Masala vada Meethi Paratha, Mooli Paratha, Palak Paratha, Gobi Paratha, Mooli Paratha, Onion paratha, Poori Chole/Sabzi, Mysore Bonda, Mangalore Buns, Ragi Dosa, Uttapam, Upma & Sira, Grilled Sandwich, Pongal, Tomatobath, Bisebelebath, Puloa, chicken popcorn, fish fingers, etc. and any equivalent breakfast item as decided by mess committee. (The list is indicative in nature and the mess committee may add any items required in mutual consultation with the Contractor).

Other Snacks items that may be required to be served in Mess:

Kachori, Mysore bonda, Masala idli, Stuffed Samosa, methi pakoda, Aloo pakoda, Onion pakoda, Mix veg pakoda, Bread pakoda, masala puri, masala puffed rice and any equivalent snack item as decided by mess committee. (The list is indicative in nature and the mess committee may add any items required in mutual consultation with the Contractor).

Lunch

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lemon Rice + Plain Rice	Jeera Rice	Curd Rice + Plain Rice	Onion Fried Rice+Plain Rice	Egg Briyani/ Veg Biryani	Curd Rice + Plain Rice	Veg Fried Rice
Moong Dal	Chana Dal	Saboot Masur Dal	Dal Panchratna	Masoor Daal	Dal Makhani	Plain Rice
Rasam	Sambar	Rasam	Sambar	Shezwan Sauce	Sambar	Toor Dal
Chole Masala/Torai + Chana	Mutter Phul Gobi Masala+Tindora Kabuli Chana Dry	Aloo Jeera+ Mushroom Masala	Paneer Kohlapuri / fish curry	Dry Cabbage Manchurian+Black Chana Gravy	Rajma Masala/Kadhi pakoda	Egg Curry /Methi matar malai
Poori	Phulka Roti/ Plain Roti / Butter Roti	Phulka Roti/ Plain Roti / Butter Roti	Plain Roti / Butter Roti/ Naan	Phulka Roti/ Plain Roti / Butter Roti	Phulka Roti/ Plain Roti / Butter Roti	Phulka Roti/ Plain Roti / Butter Roti
Thandaai/ Badam Milk	Butter Milk	Lassi	Lemon Drink	Rasna	Veg Raitha	Mango Rasna
Green Chilli / Lemon Slices	Green Chilli / Lemon Slices	Green Chilli / Lemon Slices	Green Chilli / Lemon Slices	Green Chilli / Lemon Slices	Green Chilli / Lemon Slices	Green Chilli / Lemon Slices
Salad / Pickle	Salad / Pickle	Salad / Pickle	Salad / Pickle	Salad / Pickle	Salad / Pickle	Salad / Pickle
Rice Papad	Rosted Papad	Fried Papad	Moong Dal Papad	Fryums	Rice Papad	Fried Papad
Coconut barrfi	Gulab jamun	Jalebi	custurd	Kala jamun	Kheer	Rasgulla

Dinner

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Plain Rice	Corn Rice	Onion Masala Rice	Lemon Rice	Veg Pulao	Veg Fried Rice + Fried Noodles	Paneer Biryani/ Chicken Biryani
Khichdi	Plain Rice	Plain Rice	Plain Rice	Mix Dal	Manchow Soup	Raita
Kadhi Pakoda	Moong Dal	Dal Panchratna	Dal Tadaka & Boondi Raitha	Veg Jalfezi	Soya Chunk Masala	Chana Masala/
Moong Masala Dry	Paneer Butter Masala/ Chicken Butter Masala	Manchurian Gravy +Karela Fry	Aloo Mutter Gravy + Brinjal Dry	Mix Veg Raitha	Schezwan Sauce	Phulka Roti / Plain Roti / Butter Roti
Phulka Roti / Plain Roti / Butter Roti	Plain Roti / Butter Roti/Naan	Phulka Roti / Plain Roti / Butter Roti	Phulka Roti / Plain Roti / Butter Roti	Phulka Roti / Plain Roti / Butter Roti	Phulka Roti / Plain Roti / Butter Roti	Phulka Roti / Plain Roti / Butter Roti
Green Chilli & Lemon Slices	Green Chilli & Lemon Slices	Green Chilli & Lemon Slices	Green Chilli & Lemon Slices	Green Chilli & Lemon Slices	Green Chilli & Lemon Slices	Green Chilli & Lemon Slices
Salad & Pickle	Salad / Pickle	Salad & Pickle	Salad & Pickle	Salad & Pickle	Salad & Pickle	Salad & Pickle
Fried Papad	Moong Dal Papad	Fryums	Rice Papad	Rosted Papad	Fried Papad	Fryums
Boondi	Ice Cream	Jalebi	Gajar Halwa / Srikhand	Gulab- Jamun	Fruit Custard (With Minimum 3 Fruits)	Rasgulla

Item	Frequency	Quantity per Individual	Remarks
Roti (With Butter/without Butter)/Poori/Naan	Daily in both lunch and dinner	Unlimited	The butter should be kept on the serving table
Plain Rice/Curd Rice	Daily in both lunch and dinner/ As per menu	Unlimited	
Sambar/Rasam	Daily in lunch with plain rice/ As per menu	Unlimited	
Salad	Daily in both lunch and dinner	Unlimited	The salad should contain different vegetables daily
Pickle & Papad & Green Chilly & Lemon slices	Daily in both lunch and dinner	Unlimited	Lemon limited to 2 slices per diner
Curd	Everyday in in lunch and dinner	200 ml	The curd should not be diluted
Butter Milk/Lassi	2 times per week	250 ml	
Drink	Everyday in in lunch and dinner	250 ml	
Cold/Hot Badam milk	2 time per week	250 ml	
Flavored Rice/Special rice/Biryani/Pulav	Daily in both lunch and dinner/ As per menu	Unlimited	Different Rice in different days
Dal	Daily in both lunch and dinner	Unlimited	As per menu without repetition
Ice Cream/ Kulfi	3 times per week	40-50 gm	
Sweet	5 times per week	100 Grams	As per menu without repetition
Paneer	4 times per week	100- 120 gms of paneer	
Chicken	2 times per week	100 gms of Chicken	The quality and size of the Chicken should be as per the standards
fish	1 time per week	100g	
Dry Sabji	Daily in both lunch and dinner/ As per menu	Unlimited	Enough green vegetables/ sprouts/ grams should be used without repetition

Vegetable curry	Daily in both lunch and dinner/ As per menu	Unlimited	Enough green vegetables/ sprouts/ grams should be used without repetition
Raitha	4 times a week	Unlimited	
Egg curry	1 time per week	02 eggs	

The Contractor should provide extra milk, eggs, curd, butter, ghee, and exotic salad if sought by the diner on a payment basis in both lunch and dinner. The rates will be decided by the mess committee on mutual consultation with the Contractor.

The Contractor should run a live counter and provide the services on demand as per diners' requirements.

Dals:

Dal makani, Dal tadka, Dal panchmahal, Rajma, Chole masala, Palak dal, Lasooni dal tadka, Thotakura pappu Dal fry, Dosakaya pappu, Gongura dal, masoor dal, Ridged Gourd dal, Cucumber dal, Moong dal, Tomato dal, Methi dal, Urad dal, Dal dhoki, Channa dal fry, Kaali dal, Dalcha, any other dal preparation as suggested by the Mess Committee.

Dry sabjis:

Beans poriyal, Brinjal fry, Brinjal & capsicum fry, Tindora fry/ Poriyal, Cauliflower fry, Gobi 65, Gobi masaladhar, Cabbage fry, cabbage pakoda, cabbage carrot fry, cabbage poriyal, cabbage with peas, Aloo jeera, aloo deep fry, aloo gobi, Potato brinjal fry, Cluster beans, Bhendi peanut fry, Bitter gourd, Raw banana fry, Beetroot poriyal, Carrot fry, Mix vegetable dry, Soya bean fry, Lady finger fry, potato fry, Beans fry, Veg jalfrezi, , any other dry sabji as suggested by the Mess Committee.

Vegetable curries:

Mutter do Piyaza, Corn palak masala, Aloo tomato curry, Kadi pakodi, Dum aloo banarasi, Malai kofta/ hairiyali kofta, Kadai veg, Mix veg curry, Veg jaipuri, Veg chatpata, Aloo palak, Bhendi do pyaza, Brinjal mutter curry, Dhali baingan, Tomato drumstick curry, Capsicum masala, Aloo mutter curry, Bottle guard curry, Aloo gobi masala, Veg korma, Aloo gobi masala, aloo beans curry, Turai channa, Veg Manchurian, Mutter masala, Mix vegetables in hot garlic sauce/ Soya sauce, any other vegetable curry as suggested by the Mess Committee.

Non-veg curries:

Butter chicken, chilly chicken, fish curry, chicken biryani, etc. Any other curry as suggested by the Mess Committee.

Drinks:

Rasna, Tang, Roohafza, Khus sharbat, Lemon juice, Jaljeera, Aam Panna, and any other drink as suggested by the mess committee.

Flavored/Special rice:

Jeera rice/pulao, Peas pulao, Veg pulao, Veg fried rice, Gobi fried rice, Bisebelebath, Kichidi, Coconut rice, Lemon rice, Navaratan pulao, Tomato Rice, tamarind rice, puliogare any other special rice as suggested by

the Mess Committee

Sweets

Carrot Halwa, Gulab Jamun, Kalakand, Jalebi, Shahi Tukda, Milk Barfi, Coconut Barfi, Laddu, Sheera, Cold Rice kheer, Boondi rabdi, Ras malai, any other sweet as per the suggestion of Mess Committee.

Note- (special meals to be served on every semester start, semester end, special occasions/festival including special luncheon, dinner nights the price should be included in the daily rate quoted no extra payment will be made to the caterer for special lunch/dinner. The menu and date will be decided by the mess committee with mutual consultation)

List of Extra Items to be served in Mess

(The items and their indicated Rates are purely representational. The final item list & prices may differ as per the mutual acceptance between Mess Committee & the Caterer)

ITEM	Quantity	Price inclusive of GST
Palak Paneer	100 GM	60/-
Paneer Butter Masala	100 GM	60/-
Paneer Hariyali Masala	100 GM	60/-
Chilli Paneer	100 GM	55/-
Paneer 65	100 GM	60/-
Egg Masala /Curry	2 Eggs	30/-
Egg Burji	2 Eggs	30/-
Chicken 65	100 GM	60/-
Chilli Chicken	100 GM	60/-
Chicken Hariyali masala	100 GM	60/-
Butter Chicken Masala	100 GM	60/-
Chicken Kohlapuri	100 GM	60/-
Kadai Chicken	100 GM	60/-
Methi Chicken	100 GM	60/-
Chicken Curry	100 GM	60/-
Onion pakoda	100 GM	65/-
Paneer pakoda	100 GM	60/-
Mirchi bhaji	2 PIECES	35/-
Aloo bhaji	2 PIECES	30/-
Chicken Lollipop	120 GM	70/-
Chicken Kabab	120 GM	60/-
Gobi manchurian	100 GM	45/-
Gobi 65	100 GM	45/-
Paneer Tikka	100 GM	65/-

The mess Committee may request any other items as per the requirements of the Diners.

List of Permissible Brands

Item	<u>Brands</u>
Salt	Tata, Annapurna, Nature fresh, Aashirwad
Spices	M.D.H., Badshah, Everest , MTR
Chicken	Godrej Real good, Suguna, Vencob
Fish	Suguna, Vencob
Ketchup	Maggi, Kissan, Heinz, Verba Gemini
Refined Oil/ cold pressed (Sunflower/ groundnut/ rice bran)	Sundrop, Godrej, Saffola, Fortune, Dhara *** (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Mother's, Pravin, Priya, Bedekar, Nilon's
Atta	Ashirvad, Pillsbury, Annapurna, patanjali
Instant Noodles	Maggi, Top Ramen, Patanjali
Flavoured drinks	Rasna, Roohafza, Tang
Papad	Lijjat, Mother's, Priya
Bread	Britannia, Big Bread
Cornflakes	Kellogg's, Quaker, Nestle
Jam	Kissan, Maggi, Delmonte
Ghee	Amul, Britannia, Nandini, Sphurtti
Shrikhand	Amul, Warana, Sphurtti
Frozen yogurt	Nandini, Sphurtti, Amul
Milk /Curd/ Butter	Aditya, Arokya, Hatsun, Amul, Nandini *(Shubham), Krishna, Dodla
Paneer	Amul, Nandini, Sphurtti, Krishna
Tea	Red Label, Tata, Taj Mahal, Kannan devan
Coffee	Nescafe, Bru, Sunbean
Ice Cream	Amul, Vadilal. Natural's, Kwalitiy, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties
Cheese	Amul, Britannia, Motherdairy, Nandini
Rice	Sona Masoori, Long grain rice
Basmati Rice for special rice	Everyday, Daawat, Devaaya, Indian Gate
Custard Powder	Brown & Polson, Pillsbury, Birds
Handwash	Lifebuoy, Dettol, Godrej - (non-diluted)
<p>All non branded items should be used as per the suggestions of the Mess Committee.</p> <p>If any brand is not available in the local market the brand may be replaced with equivalent brand only with the approval of Mess Committee.</p> <p>The Bidder should make sure that all the brands mentioned above are strictly followed without fail use of non branded items will attract penalty</p>	

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1	Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹500/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
2	<p>The non-judicial stamp papers are to be purchased in the name of the Bidder or EMPLOYER, and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:</p> <p><i>"This stamp paper is an integral part of the Integrity Pact executed by us for (Insert Bid title/ product name) (Insert Bid no.)"</i></p>
3	In case of a foreign bidder, the Company Letter Head is to be used instead of Stamp Paper.
4	Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
5	All the pages of the integrity pact are to be signed by the Bidder.
6	If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
7	Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
8	The Bidder shall not change the contents of the Integrity Pact.
9	Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.
10	Integrity pact will not be accepted after closing of the bid submission deadline.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly. (These are instructions for execution and does not form part of the Integrity Pact)

(₹ 500/- non-judicial stamp paper)

INTEGRITY PACT

Between

**INDIAN INSTITUTE OF TECHNOLOGY (IIT) DHARWAD,
REGISTERED ADDRESS: CHIKKAMALLIGAWAD, DHARWAD -580011, KARNATAKA**

hereinafter referred to as

"EMPLOYER",

and

M/s _____

Registered address: _____

hereinafter referred to as

"The Bidder/Contractor"

PREAMBLE

The EMPLOYER intends to award, under laid-down organisational procedures, contract(s) for ***(Insert Bid title & product name)***. The EMPLOYER values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the EMPLOYER shall appoint Independent External Monitors (IEM) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles. The EMPLOYER and the above-named Bidder/Contractor enter into this agreement called '**INTEGRITY PACT**' which will form a part of the bid. It is hereby agreed by and between the parties as under:

Section 1 — Commitments of the EMPLOYER

- 1) The EMPLOYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the EMPLOYER, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The EMPLOYER shall treat all Bidder(s) with equity and reason during the tender process. The EMPLOYER shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The EMPLOYER shall exclude from the process all known persons having conflict of interest.
- 2) If the EMPLOYER 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 EMPLOYER shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 — Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the EMPLOYER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC/BNS Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the EMPLOYER as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign EMPLOYERS, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) 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 and/or with the execution of the contract.
 - f. The Bidder/Contractor shall not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of EMPLOYER.
 - g. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEM and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the EMPLOYER is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India for a duration as may be considered appropriate by the EMPLOYER.

Section 4 — Compensation for Damages

- 1) If the EMPLOYER has disqualified the Bidder(s) from the tender process before the award according to Section 3, the EMPLOYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the EMPLOYER has terminated the contract according to Section 3, or if the EMPLOYER is entitled to terminate the contract according to Section 3, the EMPLOYER 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) The 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 an incorrect statement on this subject, the EMPLOYER shall act like para 2) of Section 4 above.

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

In the case of Sub-contracting, the EMPLOYER Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The EMPLOYER shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The EMPLOYER 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 EMPLOYER obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the EMPLOYER has substantive suspicion in this regard, the EMPLOYER shall inform the same to the Chief Vigilance Officer.

Section 8 — Independent External Monitor

- 1) The EMPLOYER shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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. The details of both IEM are as below:

Shri Jagadish Rai Garg e-mail: jr.garg@yahoo.com	Shri Anil Kumar Ganeriwala e-mail: anilganeriwala86@gmail.com
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- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the EMPLOYER.

- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the EMPLOYER, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ 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 later, the IEM shall inform the Management of the EMPLOYER and recuse themselves from that case.
- 5) The EMPLOYER shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the EMPLOYER 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 notice, a violation of this agreement, they shall inform the Management of the EMPLOYER and request the Management to discontinue or take corrective action or 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 Management of the EMPLOYER, within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the EMPLOYER a substantiated suspicion of an offence under the relevant IPC/ PC/BNS Act, and the Management of the EMPLOYER 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 disqualifying 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 Management of the EMPLOYER.

Section 10 — Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted 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 according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEM.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of EMPLOYER)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Witness 1 : _____

(Name & Address) _____

Date: _____

Witness 2 : _____

(Name & Address) _____

Annex-1 to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers

(Refer Section 2-d)

- 1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.
- 1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the EMPLOYER confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the EMPLOYER to the agent before the placement of an order by the Procuring Entity.
- 1.3 Wherever the Indian representatives have communicated on behalf of their EMPLOYERS and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., EMPLOYER) before finalising the Contract.
Disclosure of Particulars of Agents/ Representatives in India, if any.
- 2.0 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the EMPLOYERS. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.
 - 2.1.1
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign EMPLOYERS indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the EMPLOYER specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign EMPLOYERS of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.