



भारतीय प्रबन्ध संस्थान लखनऊ
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow – 226 013
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Indian Institute of Management Lucknow

Name of the Work

**Tender for providing Maintenance, Upgrade and
Enhancement Solutions of PeopleSoft (Oracle)
Applications used by IIM Lucknow**

NIT No.: IIML/PUR/ERP/005/2024-25 Date: 28/05/2024

E-TENDER NOTICE

NOTICE INVITING TENDER

NIT No. – IIML/PUR/ERP/05/2024-25

Dated: 28/05/2024

Indian Institute of Management, Lucknow, an autonomous body, under the Ministry of Human Resources Development, Government of India invites online E-tenders in Two-Bid Systems (i.e. Technical Bid & Financial Bid) for providing Maintenance and Enhancement Solutions of PeopleSoft (Oracle) Applications used by IIM Lucknow from eligible Vendors/Firms/Agencies.

A free view of NIT is available on Govt. E-Procurement portal i.e., <https://www.eprocure.gov.in> and on Institute website www.iiml.ac.in. Interested Firm/agencies are requested to sign-in with DSC. New users have to register online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and Financial bid. It is requested to download the Tender on acceptance of terms & conditions. The technical bid (in pdf format) and price bid (in Excel format only) duly filled have to be uploaded on e-Procurement Portal of Government of India i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time for submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

BID INFORMATION SHEET

Document Description	Tender Document for providing Maintenance and Enhancement Solutions of PeopleSoft (Oracle) Applications used by IIM Lucknow
PRE-BID MEETING (DATE & TIME)	Date: 03.06.2024 Time: 10:00 am Through Google Meet on the link given below: https://meet.google.com/hcf-yyce-ior?hs=224
Last date & Time of Submission of Response to Tender Document	18.06.2024 (10:00 am)
Bid Opening (Venue, Date & Time)	Date: 19.06.203 at 12:00 noon Venue: Purchase Office, Samadhan Building, IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow – 226013
Bid Validity	120 days from the date of opening of bids.
Estimated Bid Value (for three years)	INR 1,30,00,000/-
Earnest Money Deposit (EMD)	INR 3,00,000/-
Designation, Address Tender Issuing Authority	Chief Administrative Officer Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow-226013 Phone: 0522 –6696917/ 6929

1. Overview

IIM Lucknow is using the following PeopleSoft applications (9.1) on Oracle database.
List of core modules are as follows:

- **PeopleSoft Finance Supply Chain Management (FSCM) 9.1**
- **PeopleSoft Human Capital Management (HCM) 9.1**
- **PeopleSoft Applications Portal**

1.1 PeopleSoft Human Capital Management (HCM) 9.1

The major modules in production are:

- Core HR
- Position Management
- Absence Management (Leave)
- Payroll (GP)

1.2 PeopleSoft Finance Supply Chain Management (FSCM) 9.1

The major modules in production are:

- Accounts Payables
 - Creation of a voucher
 - Approval of voucher
 - Voucher Posting
 - Payment Advice generation
 - Booking of Payment
 - Posting of Payment
 - Taking Vendor Ledger
- Accounts Receivables
 - Creation of Receivable items
 - Creation of payment entry
 - Matching payments to receivables
 - Posting Item and payments
- General Ledger
 - Posting journal entries
 - Taking trial balance
 - Taking Ledger activity Report
- Purchase
- Inventory
- Assets Management

1.3 Custom People Tools based developed Bolt-On

The bolt-on in production are:

- Medical Reimbursement
- LTC Claim and Settlement
- Loan Management
- Faculty Development Allowance Management
- MDP Finance
- MDP Administration
- MDP Guest House Bolt-On
- Payment Advice
- AMC Contracts Management
- Provident Fund Management

2.0 Scope of Work:

- 2.1** The Annual Maintenance Contract will include support and enhancement of the following for FSCM, HCM and Custom People tools Bolt-On:
- All Modules in production
 - All Reports (customized and standard)
 - All Functionalities (customized and standard)
 - All Interfaces (customized and standard)
 - All Configurations (customized and standard)
 - Providing User Operational Manual and training as and when required
 - Major Enhancements to the existing modules to improve the work productivity
 - The annual Maintenance Contract will include support and enhancement for FSCM, HCM and People Application Portal and custom People Tools based developed Bolt-On
- 2.2** Development of any other new requirement in future time to time or as and when required.
- 2.3** Preparation of standby server of existing ERP services with all the applications and databases in the IIML provided servers. This standby server must be prepared in the first six months of the award of the contract, failing which will attract a penalty. A full-fledge functionality will be tested after shutdown of the existing ERP services to confirm the preparation of the standby server.
- 2.4** In case the work is awarded to a vendor/ company other than the existing vendor, the knowledge transfer, handing over & taking over, transition etc. shall be done within 4-6 weeks and no payment to the new vendor will be made during this transition period. The payment cycle/ contract period will start after complete takeover from the existing vendor. Certificate of successful knowledge transfer needs to be submitted by both the vendors.
- 2.5** Audit of the implemented PeopleSoft ERP & suggestion to improve as per the industry best practices.

3.0 Support Activities required

3.1 Functional Support Activities

1. Resolve functional setup issues or defects
2. Resolve configuration and transaction related issues or defects
3. Resolve Functional break fix calls either permanently or by workaround
4. Handle issues related to data in production instance
5. Conduct periodical online training for power users on application and support functionalities as and when required

3.2 Technical Support Activities

1. Resolve technical support issues or defects
2. Minor technical development to fix issues or defect
3. Technical defect fix in delivered or custom reports and interfaces
4. Support the customized objects
5. Break-fix
6. Technical - Product Vendor Follow-up

7. Performance Issues (Tuning)
8. Root cause analysis
9. Error detection and correction
10. Interfaces and Customizations issue fix

3.3 Database Administrator Support Activities

1. Application server, web server and database server maintenance for Production and Non-Production Environment
2. Project migration if required
3. Carry out routine health check activities and scheduling of scripts
4. Creation of new instances as required and refresh of non-production instance
5. Active monitoring of production application in terms of utilization and other parameters

3.4 Enhancement Activities

1. Functional - Minor Enhancements (Setup Changes, Configuration changes, Profile changes)
2. Technical - Minor Enhancements (Source Code changes, custom reports, forms, workflows)
3. Major Enhancements (including development of custom reports, forms, workflows, business process, and bolt-on.)
4. Analysis and adoption of Isolation of Customizations

3.5 Backup Continuity and Disaster recovery

- Setting of backup and disaster recovery process and ensure secured full data backup including applications, configurations and user data.

3.6 Helping end user

1. Raise tickets on behalf of users
2. Support and guide end users in terms of navigation, data entry, process flow and report generation
3. Create New users or change in user permission or security
4. Online/ Personal training to end users (as and when required)

4.0 Detailed Scope of Work

Maintenance of PeopleSoft Application at IIM Lucknow would include:

Activity	PeopleSoft Modules	Period
Functional and Technical Support	PeopleSoft HCM 9.1 (or upgraded) PeopleSoft FSCM 9.1 (or upgraded) Custom People Tools based developed Bolt-On	3 years
Helping end-users in processing of any functionality	PeopleSoft HCM 9.1 (or upgraded) PeopleSoft FSCM 9.1 (or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
PUM Updates	PeopleSoft HCM 9.1 (or upgraded) PeopleSoft FSCM 9.1 (or upgraded) Custom People Tools based developed Bolt-On	Once in a year, PUM Image Update for every application
Application configuration	PeopleSoft HCM 9.1 (or upgraded) PeopleSoft FSCM 9.1 (or upgraded)	As and when required within the 3 years

	Custom People Tools based developed Bolt-On	
Addition of features	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Development of new modules, customization, enhancements, reports or interfaces based on changes in policy by Regulator, Government or Industry.	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Help in Generation of new reports	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Development of new modules, customization, enhancements, reports or interfaces based on changes in IIML processes and activities	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Business process Review by Subject matter experts	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Setting of backup and disaster recovery process	PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) Custom People Tools based developed Bolt-On	As and when required within the 3 years
Standby server	Preparation of standby server of existing ERP services with all applications and databases.	
Financial Year Closure	PeopleSoft FSCM	Once a year
Payroll finalization	PeopleSoft HCM	Monthly as and when required

5.0 Service Level Agreement (SLA) metric for the AMC

The selected Vendor shall ensure 99% uptime for solution on 24*7*365 basis. In the case of any malfunctioning of the application system, the bidder should resolve as the same as follows:

Type	Acknowledgment Time	Resolution Time	Remarks
S1	1 hour	2 hours	Production has stopped
S2	2 hours	8 hours	Incident has occurred but business has not stopped
S3	8 hours	24 hours	Incident not very critical
S4	12 hours	Complexity of the change request	Enhancement or Customization

1. Further, proportionate penalty will be levied in case of down time of the entire application which shall include penalty of Rs.1000/- (Rs One thousand) per hour after above mentioned resolution period.
2. Any pending work or open complain will also attract the penalty of Rs. 1000/- (Rs One Thousand) per day after 24 hours of the its registration or information.
3. In case the Fulltime on-site Application Maintenance Engineer is absent without proper replacement / arrangement, a deduction from bill will be made for an amount of Rs.3,000/- per day for first 3 days and thereafter Rs.5000/-per day.
4. Non-establishment of standby server within the first six months of the award of the contract will attract the penalty of Rs. 10,000/- per month till the completion of the task.
5. The total yearly levied penalty shall be restricted to a maximum of 10% of the yearly contract value.
6. The engineer shall normally follow IIM Lucknow working hours and days but shall have to cater to any troubleshooting any time of the non-working hours' / holiday period upon call.
7. Frequent change of the engineer for support is strongly discouraged. If such changes are unavoidable, sufficient notice to IIM Lucknow should be given by the Vendor and details of the replacement engineer be provided to IIM Lucknow a priory.
8. The engineer shall do preventive and predictive maintenance of the entire PeopleSoft application as per schedule fixed by department for downtime, if required.
9. During the troubleshooting, the engineer shall transfer knowledge on configuration, maintenance and other key activities performed on PeopleSoft Application and proper document is to be handed over to IIM Lucknow.
10. The successful bidder/ Company shall be fully responsible for the proper maintenance of the PeopleSoft application within the contact period from the date of acceptance of the of the Job. The contractor shall rectify the malfunctioning of any modules for any reason, either onsite or offsite, at his own cost, if any.
11. IIM Lucknow reserves the right to enter into AMC agreement or reject any proposal for it without assigning any reason.

6.0 Project Team composition

The following support is expected:

1. PeopleSoft Techno-functional in - core HRMS and Bolt-On.
2. PeopleSoft Techno-functional in - Finance and SCM
3. PeopleSoft System Administrator cum Database Administrator,
4. PeopleSoft Global Payroll/ Absence

7.0 Details of the Project Team composition

1. The project team should include well qualified and experienced professional. Some important criteria that should be adhered to while preparing the project team are as follows:

a. PeopleSoft Campus Solutions

- i. Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.
- ii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.
- iii. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL
- iv. Experienced in designing and troubleshooting existing bolt-on (bespoke solutions)

b. People Soft Human Capital Management

- i. Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.
- ii. Experienced as a Global Payroll functional consultant in configuring earnings and deductions elements, pay-group determination, pay calendar run and finalization, off cycle payroll and trouble shooting
- iii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.
- iv. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL
- v. Experienced in designing and troubleshooting existing bolt-ons (bespoke solutions)

c. PeopleSoft Financials and Supply Chain Management

- i. Functional consultants as Qualified Chartered Accountants with 2-3 years of experience pertaining to PeopleSoft FSCM implementation and support or Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.
- ii. Experienced as a functional consultant in configuring, testing and troubleshooting for the following modules: Accounts Payable (AP), Accounts Receivable (AR), General Ledger (GL), Fixed Asset, Budget, Inventory, Expense, Procure to Pay (P2P) cycle, Order to Cash.
- iii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.
- iv. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL
- v. Experienced in designing and troubleshooting existing Bolt-On (bespoke solutions)

2. All staffing of team members will be done with approval by IIM Lucknow.

8.0 Activity at the end of the Project

- i. Handover all Technical, Functional and Training Documents to new vendor
- ii. Share all support ticket documents and train the end users.
- iii. Knowledge transfer to new vendor
- iv. Business Process walk through to new vendor.
- v. Critical customization and enhancement walk through to new vendor.
- vi. Overview of critical tickets raised during the support period.
- vii. IT Infrastructure overview of Production and Non-Production environment.

9.0 Proposal Evaluation & Bid Comparison

- A committee constituted by IIML will evaluate the proposals. The evaluation of bids shall be done in 2 stages. At the end of technical bid evaluation short listed bidders will be informed of the result/updated on CPP portal.
- IIML will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to tender requirements & other eligibility criteria as stated in this bid document.

10.0 Bidders Pre-Qualification Criteria

SNO	Description	Document required
1	Bidder should have executed at least 2 similar fresh setups/ AMC (HCM, FSCM and Bolt-On) for educational Institutes in India in last 3 years.	Documentary evidence of projects executed with customer contact details
2	Bidder should be a current certified implementation partner of the Oracle	Documentary evidence from Oracle.
3	Bidder should have at least 6 (six) Oracle certified development engineers.	Self-declaration of the list of engineers
4	The bidder must have at least one certified Oracle DBA	Self-declaration
5	The bidder must have at least one certified Linux Engineer	Self-declaration of the list of engineers
6	The bidder must have some expertise on Disaster Recovery and its Management	Documentary evidence of projects executed
7	Positive net worth for last three financial years	Copy of annual Report Indicating Positive net worth
8	GST, PAN and Company Registration	Photocopy
9	Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Contact Numbers, Primary Business)	Documentary evidence
10	Proof of deposit of EMD or valid certificate for exemption from deposit of EMD	Documentary evidence
11	On-site Support <ul style="list-style-type: none"> • Full time deployment of one Engineer as per IIML working hours and time schedule • On-site Technical Support/ Help • Personal Training (As and when required) • Knowledge transfer to user as and when required. 	Self-Declared Acceptance Letter on Letter head

12	Filled, signed & stamped 'Integrity Pact' (Format provided at Annexure-C)	Bidders shall fill, print, sign & stamp the Integrity Pact (Annexure-C) and upload the same as part of the Technical Bid.
13	The bidder shall submit an Affidavit (FORMAT OF AFFIDAVIT is provided at Annexure-D)	To be sworn on non-judicial stamp paper of rs10/- duly notarized. (upload scan copy with technical bid)
14	Tender document duly signed and stamped on each page	Tender Document

11.0 Evaluation of the Technical Bid

Bidder meeting minimum technical qualification with all pre requisite including all supporting document will be considered as technically qualified for opening financial bid.

12.0 Evaluation of the Financial Bid

Financial Bid of only those companies/ bidders, who are technically qualified shall be opened on the date & time communicated on CPP portal, and in the presence of the Bidders' representatives who choose to attend.

The bidder quoting the lowest rate (L1) for a period of three years on-site application support with one full time On-site Application Support Engineer

(Total cost will be considered as Cost + Tax)

13.0 Financial Bid Format (only for reference)

Name of Bidder:				
PRICE SCHEDULE				
Note : Lowest Bidder will be decided based on Total of rate quoted for 03 years GST, as applicable, will be extra				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	13	53	55
1	On-site Application Support Cost with one fulltime engineer			
1.01	On-site Application Support Cost with one fulltime engineer for 1st Year		0.00	INR Zero Only
1.02	On-site Application Support Cost with one fulltime engineer for 2nd Year		0.00	INR Zero Only
1.03	On-site Application Support Cost with one fulltime engineer for 3rd Year		0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

14 Financial Bid (Annexure 'B') and related terms:

1. **Tenderer must quote in Indian Rupees only.** Prices should be quoted in the excel sheet format provided on eProcure portal.
2. The charges quoted shall be kept firm throughout the duration of contract of this work and no price escalation shall be entertained.
3. Price schedule should include all required AMC services of the modules.
4. Any additional service required for successful completion of this project and not mentioned in the price schedule by the tenderer shall have to be provided by contractor at no extra cost if the work is awarded to the tenderer.
5. The price bid must be submitted in specific excel format available with tender document on CPP portal. The rates must NOT be disclosed in the Technical Bid. Disclosure of rate in Technical bid will result in Technical Disqualification.
6. GST will be extra as applicable

15. Performance linked guarantee and Earnest Money Deposit:

- (a) The successful bidder will deposit performance security deposit @ 10% of award of work order amount within 15 days of issuance of work order. Performance Security can be deposited in the form of DD/FDR/BG in favour of 'Indian Institute of Management, Lucknow' payable at Lucknow with a validity of 3 years plus 60 days. The EMD, if any, of successful tenderer can be adjusted into the performance security amount on request. No interest will be paid by IIM Lucknow on EMD & Security Deposit Amount. Performance Security will be refunded/returned to the successful bidder, after two months of completion of contract. Performance Security will be forfeited, if the firm fails to perform/abide by any of the terms or conditions of the tender document, work order and Agreement.
- (b) **Earnest Money Deposit (EMD):** Bidders are required to deposit an amount of Rs.3,00,000/- (Three Lakh only) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form i.e. Fixed Deposit Receipt / Performance Bank Guarantee in favour of "Indian Institute of Management Lucknow" with a minimum validity of 6 months will also be accepted, if hardcopy of submitted within the due date. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

Bank Account No.	07231450000294
Name of Bank & Type of Account	HDFC/Savings
IFSC Code	HDFC0000723

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged document or hide facts relevant to tender / bidder, EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after process.

16. Contract Agreement:

Contract agreement in duplicate on non-judicial stamp paper of Rs. 100/- shall be executed before award of the purchase order to the successful tenderer. Until the final contract documents are prepared and executed, this tender document together with the annexed documents, modifications, deletions agreed upon by IIM Lucknow and the tenderer thereof shall constitute

a binding contract between the successful tenderer and IIM Lucknow based on terms and conditions in the aforesaid documents and the finally submitted and accepted prices.

17. Contract Period:

Initial period of contract for AMC will be only for 1 (one) year which may be extended further to maximum of two years (on yearly basis) on satisfactory service/performance of each year and subject to approval of Competent Authority.

18. Payment terms:

Vendor should raise the quarterly invoice after each quarter of the successful service rendered. Payment of AMC will be made on quarterly basis after the satisfactory service in each quarter. For payments in Rupees deductions at source towards IT and ST will be made as per rule.

19. Bid submission process

1. The bidder has login to CPP eProcurement portal (refer para 1 of the tender document). The Bids (Technical & Financial separately) should be uploaded on the online in two-bid system (Technical bid and Financial bid) in the enclosed Performa duly filled in and signed. No signature is required in the Financial/Price Bid in Excel format available on portal.
2. No price should be mentioned in the Technical bid.
3. Technical Bid should be uploaded with all documents as mentioned in the Annexure 'A'

20. Disqualification

The proposal is liable to be disqualified in the following cases:

1. Proposal not submitted in accordance with this document.
2. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
3. Proposal is received in incomplete form.
4. Proposal is received after due date and time.
5. Proposal is not accompanied by all requisite documents
6. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
7. Any licensing metric other than Full Usage License.
8. The Financial Bid Format with this tender document is just for the information about the format and must NOT be filled by the bidder. A separate financial bid is available in Excel format on CPP Portal, which is required to be filled and uploaded separately in the Standard format on CPP Portal. In case the filled in financial bid is found along with the technical bid, the bid of such Bidder will be rejected.
9. In case any party submits multiple proposals.

21. Conditions of the Tender

Penalty Clause:

If the tenderer does not abide by the following terms & conditions, IIM Lucknow reserves the right to initiate appropriate action (including legal) as deemed necessary unless otherwise specified in any specific terms & conditions.

Note:

Terms & Conditions are subject to change prior to the placement of the final purchase order. Since IIM Lucknow is a premier national institution in management education, the bidder may quote academic/educational prices of AMC, software, hardware, equipment and educational software wherever applicable.

22. General

1. IIM Lucknow reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. Institute reserves the right for distributing the work among several vendors.
2. All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the tenderer.
3. Proposals covering solutions for only one or a few modules of the total requirements are liable to be rejected.
4. The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason.
5. Employment of sub-contractors for the purpose of carrying out any part of the job or AMC maintenance of all or any part of the modules/functions is not acceptable.
6. All addendum / corrigendum will be published / uploaded on eProcurement Portal. The bidders are advised to visit the portal for any updates.
7. All correspondence will be through email/ updating on CPP (eProcurement portal) only. The bidders are required to clearly write their email id in the technical bid.

23. Validity of offer:

Tenders submitted by tenderers shall remain valid for a minimum period of 120 days from the date of opening of tenders. The tenderers shall not be entitled during the said period, without consent in writing from IIM Lucknow, to revoke or cancel their tenders or to change the tenders given or any term thereof. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without consent of IIM Lucknow in writing, the earnest money (if any) deposited by bidder with their offers, will be forfeited and the bidder may be debarred / blacklisted as per Bid Security Declaration.

24. Acquaintance with site:

Tenderers should note that the work is to be executed under the existing site conditions while quoting their rates, terms and conditions. The tenderers may visit the site to get fully acquainted with the site conditions. No compensation/claims in regard to site conditions /constraints /rules and regulations etc. shall be entertained.

25. Liquidated Damages:

If a firm accepts an order and fails to execute the order in full or part, due to reasons solely attributed to the firm, as per the terms and conditions stipulated therein, it will be open to this Institute to recover liquidated damages from the firm at the rate 1 % of the value of the undelivered software services per month or part thereof, subject to a maximum of 10 % of the value of the undelivered software services

26.0 Risk Purchase:

In case of the tenderer's failure to provide satisfactory service toward the scope of work, IIM Lucknow reserves the right to go for AMC service from other sources by fresh tendering and in that event additional cost incurred by IIM Lucknow for actual final executing the job if any, will be recovered from the tenderer.

27.0 PRE BID MEETING: The interested bidders may attend the pre-bid meeting. The time, date and venue are provided on 1st page of the document. In case, the bidder needs any clarification on the tender document, the same shall be submitted 48 hours prior to the scheduled pre-bid meeting to purchase@iiml.ac.in. After the pre-bid meeting, no query or clarification regarding tender may be entertained.

28. Dispute and Arbitration:

- 1 “All dispute are differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract for AMC or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM, Lucknow, who may appoint an arbitrator to adjudicate the same who should be unconnected with IIM, Lucknow. The proceedings will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English”.
- 2 All questions, disputes and/or differences arising under and out of, or in connection with the contract shall be subject to the territorial jurisdiction of Courts in Lucknow.

28.0 Contract Foreclosure:

If IIM Lucknow decides to foreclose the contract during contract period due to various reasons on three months’ notice. The knowledge transfer, data migration, report extraction, handing over & taking over, transition etc. shall be done during this period and no payment will be made during this period.

29.0 Termination:

If the service quality fails to meet the need or necessary service quality degrades over time, IIM Lucknow will reserve the right to terminate the contractor with one month notice without assigning any reasons and contractor will withdraw their service from IIM Lucknow premises within a month. The contractor will return the documentation of original configuration of the system and subsequent modification made to the system.

30.0 Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area
- Restriction, Freight Embargo

provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.



TECHNICAL BID

S. No.	PARTICULARS	TO BE FILLED BY THE BIDDER
1	Name of Tendering Company/ Firm (Attach certificate of Registration)	
2	Name of proprietor/ Director of company/ Firm/ Contractor	
3	Full Address of Reg. Office	
4	Contact No.	
5	E-mail Address	
6	GST No. (attach self-attested copy)	
7	PAN No. (attach self-attested copy)	
8	Earnest Money Deposit (EMD)	YES/NO (If Yes, mention UTR No. or MSME/NSIC Cert. No. and mention Pg. No.....of Technical bid)
9	Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Contact Numbers, Primary Business)	Documentary evidence with the bid at Pg. No..... of Technical bid).
10	Bidder should have executed at least 2 similar fresh setups/ AMC (HCM, FSCM, Campus and bolt-on) for educational Institutes in India in last 3 years.	YES/NO (If Yes, Documentary evidence of projects executed with customer contact details must be enclose at Pg. No..... of Technical bid)
11	Bidder should be a current certified implementation partner of the Oracle	YES/NO (If Yes, Documentary evidence from Oracle details must be enclose at Pg. No..... of Technical bid)
12	Bidder should have at least 6 (six) Oracle certified development engineers.	YES/NO (If Yes, Self-declaration of the list of engineers details must be enclose at Pg. No..... of Technical bid)
13	The bidder must have at least one certified Oracle DBA	YES/NO (If Yes, Self-declaration must be enclose at Pg. No..... of Technical bid)
14	The bidder must have at least one certified Linux engineer	YES/NO

		(If Yes, Self-declaration of the list of engineers must be enclose at Pg. No..... of Technical bid)
15	The bidder must have some expertise on Disaster Recovery and its Management	YES/NO (If Yes, Documentary evidence of projects executed must be enclose at Pg. No..... of Technical bid)
16	Positive net worth for last three financial years	YES/NO (If Yes, Copy of annual Report/CA certificate Indicating Positive net worth must be enclose at Pg. No..... of Technical bid)
17	On-site Support <ul style="list-style-type: none"> • Full time deployment of One Engineer as per IIML working hours and time schedule • On-site Technical Support/ Help • Personal Training (As and when required) 	YES/NO (If Yes, Self-Declared Acceptance Letter on Letter head must be enclosed at Pg. No..... of Technical bid)
18	Preparation of Standby Server of existing ERP Services	YES/NO (Within maximum six months' time)
19	Submission of Integrity Pact as per Annexure-C	Yes / No (If Yes, Mention Pg. No.....-..... of Technical bid)
20	Submission of Affidavit as per Annexure-D	Yes / No (If Yes, Mention Pg. No.....-..... of Technical bid)
21	Tender document duly signed and stamped on each page	YES/NO (If Yes, Mention Pg. No.....-..... of Technical bid)

This is to certify that I have understood the terms & condition of the tender document and all the information provided above & enclosed is true to the best of my knowledge and belief.

Signature of the Bidder _____

Date: _____

FINANCIAL BID FORMAT

(For reference only. Do not disclose rate in this annexure. Use excel sheet format provided separately on eProcure portal. Disclosing rate in technical bid will lead to rejection of technical bid)

Name of Bidder:				
<u>PRICE SCHEDULE</u>				
Note : Lowest Bidder will be decided based on Total of rate quoted for 3 years GST, as applicable, will be extra				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	13	53	55
1.01	On-site Application Support Cost with one fulltime engineer for 1st Year		0.00	INR Zero Only
1.02	On-site Application Support Cost with one fulltime engineer for 2nd Year		0.00	INR Zero Only
1.03	On-site Application Support Cost with one fulltime engineer for 3rd Year		0.00	INR Zero Only
			0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for NIT No. Dated.....

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____202_ at _____, India.

BETWEEN

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

AND

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

PREAMBLE

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

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

Section 1 - Commitments of the 'The Principal'

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

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

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the

'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Lucknow.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

Chief Administrative Officer
 Designation)
 IIM Lucknow
 For and on behalf of 'Institute'

(Name of the Officer and
 (Office Seal)
 For and on behalf of the Principal

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

DEPONENT

Note: Deponent will be the authorized signatory of the Applicant

FORMAT OF AFFIDAVIT

TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF Rs10/- DULY NOTARIZED

AFFIDAVIT

* I.....am the *Director / Proprietor / Partner of (Mention name of the Bidder/company and its complete address) do here

by solemnly affirm and declare as under:-

- That our agency / company i.e..... (Mention name of *Bidder/company) is registered vide Registration No.....under the provisions of (Mention the name of the Act).
- That our Bidder/company i.e..... (Mention name of *Bidder/company) has applied in response to NIT No. dated
- That..... (Mention name of Bidder/company) is eligible to submit the proposal above the applicant has not been barred and blacklisted by the Central Government and/or any State Government of India and/or PSU and/or Autonomous Body of State/Central Government at any time before the date of submitting this affidavit.
- That (Mention name of Bidder/company) has, during the last three years, neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicant.
- That (Mention name of Bidder/company) has no contracts with the State/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)

DEPONENT VERIFICATION

* I/we..... the above-named deponent do hereby verify that the contents of the Paragraphs above 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed therefrom.

Verified at..... (Place) this..... day of 202__.

(*Strike off whichever is not applicable)