Indian Institute of Management Lucknow
Prabandh Nagar, IIM Road, Lucknow – 226 013 (India)
Website: www.iiml.ac.in
E-tender is invited for "Development, Operation, and Management of Integrated Education Software Solution for PGP Office"

NIT No: IIML/PUR/PGPSOFTWARE/16/2022-23   Date: 14/10/2022

Introduction: Indian Institute of Management, Lucknow (hereinafter called "IIML") is an Autonomous Body, under the control of the Ministry of Human Resource and Development (MHRD). One of the main objectives of the Institute is to impart High-Quality Management Education by running Post Graduate Degree in Management, Doctoral Programmes in Management, various Management Programmes for Working Executives & Management Development Programmes, etc.

IIM Lucknow is one of the premier management institutes in India and one of the top-league business schools across the globe. IIML offers two flag-ship post-graduate programmes such as PGP, and PGP-ABM. IIM Lucknow is using the Elective Course Bidding Module and Timetable Scheduling Module of the EDTEX Registro platform since 2020. The PGP Office of IIM Lucknow is currently using a legacy software for managing Registration information, Grading, and Attendance. The Course Feedback is currently taken manually. The legacy software currently used has got interface only for the PGP office.

The institute invites bids from prominent bidders for "Development, Operation, and Management of Integrated Education Software Solution for PGP Office", an integrated user-friendly software package for IIM Lucknow, having various modules in-built i.e., 1. Placement Automation Software 2. Timetable Management Software 3. Course Bidding Software. PGP Office feels the need to include various activities such as Registration, Grading, Attendance, and Course Feedback in automation mode embroidered with the above package.

NIT Details: 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 Firms/agencies are requested to sign in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and a Financial bid. It is requested to download the tender on acceptance of terms & conditions. The technical bid shall be consisting of Part-A followed by Presentation and the price bid duly filled have to be uploaded on the eProcurement Portal of the 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.

Important Details

Estimated Tender Value (Annual)	Rs.15,00,000/- (Rupees Fifteen Lakhs only)
Date of Pre-bid meeting Prospective bidders, interested to participate in the pre-bid meeting, are requested to submit their queries / suggestions 48 hours prior to the scheduled pre-bid meeting	21/10/2022 At: 11.00 AM
Last date for Submission of Bid	05th November 2022 upto 02:00 PM
Technical Bid Opening	07th November at 11:00 AM
Bid Security/EMD	Rs. 75,000/- (5% of tender value)
Date of Presentation	To be communicated to the bidders who will score minimum marks in the technical bid
Financial Bid Opening	To be communicated to the qualified technical bidders through CPP Portal
Validity of Tender	120 (One Hundred Twenty Days) days from the date of opening of tender.
Venue for Pre-bid meeting/opening of Technical and Financial bids	The Chief Administrative Officer Indian Institute of Management Prabandh Nagar, IIM Road Lucknow – 226013 0522-6696917/0522-6696929

Chief Administrative Officer

For Indian Institute of Management Lucknow

INSTRUCTIONS FOR THE BIDDER:

1. The bidder shall explicitly indicate the relevant supporting documents stipulated in this document.
2. The bidder is advised to go through the eligibility criteria before filling the tender.
3. **Amendments to Bidding Documents:** At any time before the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, can modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids
4. The bidder shall carefully examine and understand the specifications/nature of work/conditions in this document and seek clarifications, if required, to ensure that they have understood all specifications/conditions of NIT. Such clarifications should be sought before submission of bids.
5. The incomplete bids, conditional bids, bid non-conforming to the terms and conditions to the terms & conditions and bids not submitted in the prescribed format are liable for rejection.
6. All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Over-writing of figures is not permitted.
7. If any discrepancy/misprint is noticed in specification or BOQ, it should be clarified from the institute before uploading the bid.
8. All pages of the Bid should be stamped, signed, page numbered and indexed.
9. Any effort by the bidder to influence any IIML Official regarding the tendering process may result in rejection of his bid.
10. IIM, Lucknow reserves the right to reject unreasonable and unviable rates. The Bidders, who attempt to spoil the tendering process of quoting unviable/unfeasible rates/predatory prices, would forfeit their EMD.
11. In case of differences arising in the terms and conditions of the tender documents with the firm(s), the decision of IIM Lucknow shall prevail.
12. All communications during the tender process and after finalization of tender will be through email. It is compulsory for bidders to provide a valid email ID in the technical bid.' Corrigendum/ Addendum will be issued on the website of the Institute and CPP.
13. IIM Lucknow reserves the right to modify/change/delete/add any further terms and conditions prior to actual signing of the agreement
14. The institute do not bind themselves to accept the lowest or any other tender and reserve the right to accept or reject any or all the bidders either in full or in part without assigning any reason.

1. **Bid submission process**

    1.1 Tender should be uploaded on the online tender site in a two-bid system on CPPP e-procure portal (Techno-commercial bid and Price bid) in the enclosed Performa duly filled in and signed separately.

    1.2 No price should be mentioned in the Techno-Commercial bid. A separate excel file (Financial bid) has been made available on the portal for submitting the rates / financial bids. The rates shall not be disclosed in the technical bid. Disclosure of rates with Technical bids will result in technical disqualification.

    1.3 Technical Bid should include the following:

        1.3.1 Technical Bid shall be consisting of Part-I & Part-II. The bidder will have to fill out Part-I and enclose all required documents in support of the eligibility criteria mentioned in this tender document. Part-I & Part-II (Presentation) shall carry a

maximum of 100 marks. On the basis of the enclosed documents, the bidder shall be awarded marks.

1.3.2 Only those bidders shall be called for the Presentation who scores 25 marks out of 30 marks in Part-I. Part-II (Presentation) shall carry a maximum of 70 marks. The bidder shall have to score 75 marks out of 100 marks for technical qualification.

1.3.3 Declaration accepting the tender conditions & non-blacklisting of the bidder (Annexure-II). Financial Bid should be given in form of excel with a particular format.

1.3.4 The bidder has to quote their price/rates in a given particular Column in BOQ given on the portal and upload the same. The bidder is advised to use excel, made available on CPP portal with this NIT and ensure their bid price is separately uploaded properly in the CPP portal.

2. Bid Evaluation Method:

2.1 The Technical bids of the bidders shall be opened & evaluated by the constituted Techno evaluation committee. The bidders are requested to read the bid documents carefully and enclose the required documents accordingly. The technical evaluation followed by the Presentation shall be carried out on basis of the eligibility laid on in the bid on communicated date & time.

2.2 **Technical Bid Evaluation process**:

(i) The constituted committee shall evaluate Part-I (on the basis of enclosed documents) and award the marks accordingly. The bidder will have to score at least 25 marks in Part-I for being eligible for Presentation. The evaluation will be made as per the parameters specified in the Technical Bid.

ii) A separate committee shall evaluate the Presentation carrying a maximum of 70 marks. The bidder will have to score minimum marks in each component. Only those bidders shall be technical qualified to open the financial bid who score a minimum of 75 marks in the technical evaluation out of 100.

iii) The technical bid, as a whole, would carry 70% weightage in the overall bid evaluation. This further means that the total marks received in the technical bid (Part-I & Part-II) out of 100 will be multiplied by 0.7 while arriving at the final figure for marks in the technical evaluation.

2.3 **Financial Bid Evaluation Process:**

(i) The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% weightage.

(ii) The valid Bidder (fulfilling criteria in 2 (ii) above with the lowest price shall be assigned a value of 30 (i.e., 30% x 100).

(iii) If the bid with the lowest price is Rs. 10,000/- then the financial value of the other bidders shall be computed as under = (30 x Lowest Bid Price/Quoted bid price)

(iv) The value of the financial bid shall be as given in Illustration -1 below:-

Illustration-1: If the bidder has quoted Rs. 12,500/- as its bid price then its financial value is 30 x 10000 / 12500 = 24

2.4 Final valuation and ranking:

i. The total value of bidder for ranking shall be as given in Illustration-2 below: -

Illustration – 2: If the bidder in Illustration 1, whose technical evaluation (Part-I & Part-II) marks is 55 (after multiplying by 0.7) then its total marks will be 55 + 24 = 79

ii. The Bidders' ranking shall be arranged depending on the values obtained by each of the bidders both in Technical Evaluation and Financial Evaluation.

iii. The bidder with the highest value (Technical + Financial evaluation) shall be deemed as the L-1 Bidder for the award of the contract.

iv. In case of two or more bidders are evaluated as L-1 then the bidder quoting a lower price bid in the financial bid shall be awarded the contract.

3. **Eligibility Criteria for Technical Evaluation:**
   a) The bidder should be a reputed and registered Company/Firm/Society/ Agency (Enclose the registration certificate).
   b) The bidder must have at least 3 years of experience in completion of similar nature of work (experience in academic field for developing & maintaining 'Registration Module or Attendance Module or Course Feedback Module or Grading Module or Timetable Module or Elective course bidding Module') in IIMs/IITs as on the last date for submission of bids. (Enclose the certificate of incorporation/registration/MOA, showing date of registration of the firm/company). As far as value of work order is concerned, the bidder shall meet one of the following conditions in last 3 years (Last date for submission of bids shall be the cut off date):
      a. One contract with contract value of equal or more than 80% of total estimated tender value i.e, Rs.12,00,000/- OR
      b. Two contracts with 60% of total estimated tender value i.e. Rs.9,00,000/- each OR
      c. Three contracts with 40% of total estimated tender value i.e., Rs.6,00,000/- each
      The bidder must enclose work order/ completion certificate issued by any IIM or IIT for similar work, in support of its claim.
   c) The bidder must have a minimum average annual turnover of Rs.10,00,000/- (Rupees Ten lakh only) for similar services provided during the last three years (2018- 19, 2019-20 and 2020-21), along with relevant Certificates. (Please enclose an audited Balance-sheet or certificate from the Charted Accountant).
   d) The bidders are required to fill, sign & stamp the form 'Technical-Bid' and its enclosures and attach the documents mentioned in it sequence-wise. (Annexure-I)
   e) The Cut – off to determine the eligibility criteria shall be the 'last date of submission of BID'.
   f) The bidder shall deposit the EMD amount (refer to para- 'Earnest Money Deposit') of the NIT and shall enclose the screenshot with the technical bid. For those who are exempted from EMD, a valid certificate in this regard shall be provided along with the technical bid.
   g) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated will be assumed for this purpose.

4. **Clarification:**
   Bidder requiring any clarification regarding the Tender Document may submit its questions by email (purchase@iiml.ac.in), 24 hours prior to scheduled pre-bid meeting. The questions will be placed before the user department and response / clarification will be provided to respective bidders.

5. **Earnest Money Deposit**: Bidders are required to deposit an amount mentioned on the first page of the tender document as Earnest Money Deposit (EMD) to the below-mentioned bank account of the Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at the 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 the finalization of the tender. EMD of the successful bidder will be returned only after receipt of the Security Deposit towards the Performance Security Deposit. In case, the bidders provide false or misleading information or make

changes in the downloaded document or provide a forged document or hide facts relevant to the tender/bidder, the EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after the process.

6. **Forfeiture of EMD:** On the following occasions, the EMD shall be forfeited:
    1. In case the bidder withdraws his bid after the last of the submission of the bid.
    2. In case the bidder does not fulfill his obligations after the awarding of the work order within the stipulated time period.
    3. In case the bidder provides misleading or false information or modified specifications of software or Maintenance service in his technical bids and denies to complete software development/maintenance as per requirement in the bid documents.
    4. In case the bidder accepts the work order on a conditional basis after winning the bid and not submitting the performance security. The process of debarred/blacklisting shall be initiated in this case.

7. **Performance Security Deposit:** On the issue of the work order, the contractor shall submit the Performance Security Deposit for an amount equivalent to 10% of Estimated Annual Tender Value in the form of Demand draft / Fixed Deposit Receipt / Performance Bank Guarantee from any scheduled bank in favor of 'Indian Institute of Management Lucknow' payable at Lucknow within 07 working days. The validity of the Instrument shall be for a period of 3 years plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfill any of the obligations under the contract/agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services/supply of goods and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.

8. **Forfeiture of Performance Security/Security Deposit:**
    a. Non-execution of the Software development or Post maintenance work of the software in accordance with the contract conditions or as per the specifications mentioned in the documents.
    b. In case the bidder is debarred from the bidding process by the competent authority of the institute on whatsoever grounds.
        i. Stops the execution of Software development or Post maintenance work of the software without giving prior information to the IIM.
        ii. Commits breach of any of the provisions of the integrity pact.
        iii. Conditional acceptance of the work order which differs from the tenders.
    c. In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender evaluating process or after awarding the contract, Earnest Money/Performance Security shall be forfeited whatever is convenient.
    d. In case, the contract is terminated on the ground of any default by the contractor, his security deposit will be forfeited.

9. **Disqualification**
    1) Proposal not submitted in accordance with this document required or without enclosing proper documents while uploading bid documents on e-procurement portal.
    2) During the validity of the proposal or its extended period, if any, the bidder increases his quoted prices.
    3) Proposal is received without duly filled and signed with a stamp of the technical bid (Part-I). The proposal is not accompanied by all requisite documents.

4) If the quotation is received without EMD or valid certificate for exemption (NISC/MSME – only for manufacturers).

5) The financial bid/ BoQ must not be enclosed /uploaded with the Technical bid. Disclosure of rates in Technical bid will result in Technical Disqualification. Despite fulfilling all eligibility criteria, such a bid shall not be considered for further evaluation.

6) Information submitted in the tender 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) In case any component of the price bid is quoted "NIL" by the bidder. Such bid shall be considered an unresponsive bid and shall not be considered for further evaluation.

1   Scope of Work

The successful bidder (who is awarded the work) will be required to develop the applications mentioned below. In case, the successful bidder has some of the required applications ready with him, the same shall be supplied / installed after making necessary modifications as required in the Scope of Work. The applications developed by the successful bidder shall be the property of the successful bidder. IIM Lucknow will only pay the annual charges (to be quoted by the bidder in the Financial Bid-Excel sheet against this NIT) to the successful bidder after successful supply, installation, testing & commissioning (SITC) and completion of the initial contract period.

1.1   User Roles
The following are the different user roles in the system,
1. Admin – Having full access
2. PGP Marks and Grades
3. PGP Attendance
4. PGP Course Feedback
5. PGP Timetable
6. Faculty
7. Student

The Scope of Work is developed after studying t-he requirements of the IIM Lucknow and the current process running in PGP office.

1.2   Registration Module

1.2.1   First Year Scenarios
1. Registered student list for the year is obtained from the Admissions office. PGP office uploads student list into the system
2. [Automation] PGP office generates section to each student
3. [Automation] PGP office generates roll number for each student
4. PGP office creates Term 1 to Term 3 in the system
5. PGP office adds Students to the Term
6. PGP office upload Courses to the Term
7. PGP office upload Sections to the Term
8. PGP Office with a click of a button should be able to generate enrollments for each student based on their section
9. PGP office creates a time window for registration-------------------------
10. Student needs to register on the portal during the Time window
11. Students can view the enrolled courses on the portal-------------------------
12. Faculty can view their courses on the portal
13. Faculty can view and download enrollments from the portal

Registration gets generated and an email is sent to student and PGP office for reference

1.2.2   Second Year Scenarios
1. PGP office creates Term 4 to Term 6 in the system
2. PGP office adds Students to the Term
3. PGP office uploads Courses to the Term

4. PGP office uploads Sections to the Term
5. PGP office can import DE results into the system
6. PGP Office can import enrollments/registrations from Bidding software
7. PGP office can make manual changes to the enrollments
8. PGP office creates a time window for registration
9. Student needs to register on the portal during the Time window--------------------
10. Students can view the enrolled courses on the portal---------------------
11. Faculty can view their courses on the portal
12. Faculty can view and download enrollments from the portal

1.2.3 Drop out Scenarios
1. PGP Office can mark the student as drop-out and the student status changes to non-active
2. PGP office cannot add a non-active student to any Term

1.3 Grading Module

1.3.1 Marks Input - Process 1 (Case where Faculty upload the Grades directly into the system)
1. Faculty can set the evaluation criteria for their respective course which includes various grading components and max marks for each Grading component
2. Faculty can upload marks component-wise in the system OR
3. Faculty can upload overall marks for each student for a given course
4. Faculty can download marks of all students along with totals
5. Faculty can set the Grade range
6. Faculty generates Grades for all students. The system shows if the Grade range satisfies all the criteria set by the institute
7. PGP office can validate if the grades are assigned correctly and publish the grades to the students

1.3.2 Marks Input - Process 2 (Case where PGP Office does on behalf of Faculty)
1. PGP Office can upload overall marks for each student for a given course
2. PGP office can download marks of all
3. PGP office receives Grade range from Faculty and inputs Grade range into the system
4. PGP office generates Grades for all students. The system shows if the Grade range satisfies all the criteria set by the institute
5. PGP office can validate if the grades are assigned correctly and publish this to the students

1.3.3 Student Scenarios
1. Students can view the total marks or component-wise marks as soon as the grades are published
2. Students are informed over the email once the grades for a particular course are published

1.3.4 PGP Office Scenarios
1. There is going to be 3-way locking system for a Grade change to happen
2. Notification email when a faculty uploads grades for any particular course
3. Summer Internship scenario needs to be handled
4. Grade drop scenario needs to be handled
5. Scenario of STEX and IEP students to be handled
6. Some students may take additional credits and that should not be considered for Final Grading

1.4 Attendance Module

1.4.1 Attendance Input – Process 1 (Faculty/TA takes Attendance on the Portal)
1. Faculty opens the portal and against each student, they can click on Absent or Present or Leave

1.4.2 Attendance Input – Process 2 (Faculty/TA upload Excel File)
1. Faculty can download attendance sheet from the portal which contains the list of those students who are part of their course
2. Faculty mark A/P/L for each student
3. Faculty can then upload the sheet on the portal session-wise
4. Faculty is also provided an option to upload aggregate attendance for all sessions

1.4.3 Attendance Input – Process 3 (PGP Office uploads Excel File)
1. PGP office can download attendance sheet from the portal which contains the list of those students who are part of a course
2. PGP office can upload the aggregate attendance or session-wise attendance for a course

1.4.4 PGP Office Scenarios
1. PGP office can override the attendance in case of Leave scenarios. This will be logged by the system and Faculty is informed about the same

1.4.5 Student Scenarios
2. Students can view the attendance status of each course in real-time on the porta

1.5 Course Feedback Module

Students are currently asked to fill up the manual course feedback form before the examination. Inputting the Course Feedback Inputs is huge task for the PGP office.

1.5.1 PGP Office Scenarios
1. Once the last session of a course is completed, PGP office can trigger Course Feedback Request to all the students of a particular course.
2. PGP office should be able to set a Course Feedback request time for all courses and course feedback requests will be triggered at that time
3. PGP office can download the list of students who have filled feedback for a given course

1.5.2 Student Scenarios

1. Students can fill feedback for a course anonymously. Feedback response is not attached to a student, but whether a student has filled the course feedback or not is captured by the system
2. The system can provide up to 3 reminders for the students to fill up the Course Feedback Form

1.6 Scope of Bidding Module

1.6.1 Features of Admin

Section	Feature Description
Data Management	Admin is able to upload Programmes

Data Management	Admin is able to upload Batches
Data Management	Admin is able to upload Students along with Batch and Programme Information
Data Management	Admin is able to upload Course Details along with Max Seats
Data Management	Admin is able to upload Pre-requisites of Courses
Data Management	Admin is able to upload Pre-Enrollments of students
Data Management	Admin is able to upload Completed Courses of students
Term Management	Admin is able to create Terms and do Term settings
Round Settings	Admin is able to add and modify Round settings
Utility	Admin is able to flush information in the system using one of "Flush All" or "Flush Term Settings" or "Flush Round Settings"
Reports	Admin is able to access reports at each Round level and consolidated Reports wherever required
Report	Admin is able to access the Audit Log from the system

1.6.2 Features of Student

Section	Feature Description
Student Home	A student is able to see Term settings and Allotted Bid points on the home page
Student Home	A student is able to see list of Available Courses along with the no. of seats available in each Course
Student Home	A student is able to mark a few courses as a favorite on the home page. The favorite courses are shown at the top during the bidding.
Student Home	A student is able to see the list of Pre-Enrolled or Mandatory courses for the Term
Bidding Page	A student is able to see the list of all Available Courses along with No. of bidders, MRB and No. of available seats
Bidding Page	Student can add a Course to Selected Course list and bid for the course

Bidding Page	The System does not allow students to select Clashing Courses
Bidding Page	Student can withdraw a Course from the Selected Course list under certain conditions
Bidding Page	Student can change bid points for a course any number of times during the Bidding Round
Bidding Page	The system allows students to access the Bidding page only during the Bidding rounds
Confirmation Round	A student is able to Confirm/Drop a course that he/she won in a Bidding Round

1.7 Scope of Timetabling Module

The following features define the scope of the product.

1.7.1 Features of Programme Office

Section	Feature Description
Data Management	The programme office can manage Programmes related data
Data Management	The programme office can manage Faculty Data
Data Management	The programme office can manage Classroom information
Data Management	The programme office can manage Timeslot and Data slot information
Data Management	The programme office can manage Session Types, Holidays and Preference timeslots that can be given by the Faculty
Utility	The programme office can clear all the data in the system
Login	The programme office is can login the system with the credentials provided by TMS

Section	Feature Description
Master Data	The programme office is able to choose Timeslots for their programme
Master Data	The programme office is able to choose Day slots for their programme
Master Data	The programme office can load Areas into the system

Master Data	The programme office is able to upload Batch into the system
Data	The Programme office is able to upload Students into the system
Data	The Programme office is able to upload Faculty into the system
Data	The Programme office is able to upload Courses into the system
Data	The Programme office is able to upload Classrooms into the system
Data	The Programme office is able to upload the output of the Demand Estimation round into the system
Data	The Programme office is able to upload the output of the Bidding Process into the system
Preferences	The Programme office can add/modify/remove/upload Preferences on behalf of any Faculty
Preferences	The Programme office can view the list of Faculty who have given preference and who have not given preferences
Preferences	The Programme office can send an email from the system asking Faculty to give preferences
Weekly Timetable	The Programme office is able to generate Weekly Timetable through the system
Weekly Timetable	The programme office can shuffle courses in the Timetable. The shuffle feature will take into account the maximum capacity configuration for a given section
Term Timetable	The programme office is able to generate a Term timetable through the system
Term Timetable	The programme office is able to reschedule a class
Term Timetable	The programme office is able to add a new class to the timetable
Term Timetable	The programme office is able to cancel an existing class
Term Timetable	The programme office is able to add a special class or a guest lecture
Login	The programme office staff is able to login into the system with the credentials provided by TMS

1.7.2 Features of Faculty

Section	Feature Description
Preferences	A Faculty is able to add/modify/delete Preference for each of the courses they are teaching

Timetable	Faculty is able to view the timetable across all programmes on his interface (it's a mobile-friendly interface)
Courses	Faculty is able to view the list of courses that the Faculty is teaching across all programmes
Login	Faculty are able to login into the system with the credentials provided by TMS

1.7.3   Features of Student

Section	Feature Description
Login	Students are able to login into the system with the credentials provided by TMS
Timetable	The student is able to view the timetable on their interface (it's a mobile-friendly interface)
Courses	The student is able to view the list of courses that the student is part of across all programmes

1.8   Hardware Configuration

The bidder requires real-time updates and Infrastructure plays a major role in ensuring the same. Two Virtual/Physical machines with the below configuration are required for the deployment of the software - one for Application Server and the other for the Database server. The second server will also be used in Backup plan. The institute shall provide the hardware.

Configuration	Requirement
Processor	Intel® Xeon® Processor E5-4660 v4 (8 Cores)
RAM	16 GB
Disk Size (SSD)	1TB

As per the request of the PGP Chairperson, we are proposing an On-Premise model of Deployment for this software. **The Institute (IIM Lucknow) will provide the above mentioned hardware for installation.**

2   Subscription Model with On-Premise Infrastructure

2.1   Scope of the Subscription with On-Premise Infrastructure

The following things are covered under the model

1. The working software will be made available on **Infrastructure provided by IIM Lucknow** which can be accessed via a Web browser for all the users of the Software
2. Any bugs or issues detected in the "Scope of Work" of the product will be resolved without any additional cost in the current scope
3. The Bidder's team shall carry out thorough testing of the software and ensure stability before the deployment
4. The Bidder's team shall provide training to the new users including PGP Office Staff and Academic Secretary
5. The bidder shall provide user support for queries and clarifications during the usage period

6. The Developed software by the bidder will run parallel with OLT for a dry run period of two years till get complete success in proposed parameters.

2.2 Support Assumptions

Following the assumptions for support during the subscription period:

- o The support will be limited to the Existing System Design Architecture, Network Architecture, Infrastructure and functionalities only
- o Institute assumes full customer support during the Subscription Period

2.3 Current System Details

1	Web Server	Apache Web Server
2	Application Server	Apache Tomcat
3	Database Server	MySQL
4	Technologies Used	Angular 8 for Frontend, Spring + Hibernate for Backend
5	Browser Support	Google Chrome, Safari
6	OS	Ubuntu Latest Stable Version

2.4 Support Team Details

1	Primary Contact	To be filled by the bidder
2	Secondary Contact	To be filled by the bidder
3	Additional Contact	To be filled by the bidder

SPECIAL TERMS & CONDITIONS

1. **Data Migration:**
   The bidder has to migrate the presently available data into the developed software. The system should trigger emails to relevant users at all appropriate times like application openings, editing, modification, changing, etc. in the appropriate email formats.

2. **Time of completion:**
   Time is the essence of this tender. The execution of the tendered software as per the Agreement shall be started implementation at the Indian Institute of Management, Lucknow immediately after the purchase order/agreement. The time allowed for executing the software as per the agreement shall be strictly observed by the successful vendor.

3. **Contract Period:**
   The license of the software shall be initially One year which may be renewed year to year basis subject to satisfactory utilization and outcomes along with the services as per the scope of work mentioned in this tender document rendered by the successful bidder during the initial period of the contract. Based on satisfactory performance in the licensed period, the period may be extended as per the discretion of the PGP Chairman.

4. **Term of Delivery:**
   The successful bidder shall have to provide the required software package within 03 months from the awarding of the contract. In case not delivered in stipulated time, a penalty @ 0.5% of the work order value per week of delay shall be applicable subject to max. of 10%. In case, the delay is on account of IIM Lucknow or on valid grounds (acceptable to IIM Lucknow), this may be waived off.

5. **Payment Terms:**
   The first payment shall be made within 30 days after the successful delivery, installation, and training of the software package and on submission of the original invoice (with GST break up) along with all necessary documents. Afterward, the license shall be renewed on yearly basis.

6. **Indemnification:**
   The Agency, irrevocably, and unconditionally hereby indemnifies and undertakes to keep the Institute and /or its Directors, officers, employees, agents, and representatives, for all times from and against all charges, costs, losses, claims, demands, liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past or current suffered or incurred by the Institute and/ or its Directors, officers, employees, agents, and representatives due to reasons of
   a) Breach, misconduct, omissions, misrepresentation or
   b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim/third party claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellect property right and violation of confidentiality obligations.
   c) Act detrimental to the interest and reputation of the Institute

7. **Termination of Contract:**
   IIM Lucknow shall have the right to terminate this Contract in part or in full in any of the following cases: -

   (a) The agreement may be terminated in whole or in part, by Institute in the event of a material breach by the successful bidder that is not cured within thirty (30) days of notice from the institutes.

(b) This Agreement may be terminated in whole or in part, by a Party for convenience, on 3 months' prior written notice to the other Party.

(c) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

8. **Risk & Cost:**

In case the agency fails to execute the assigned work in time-frame manner. The institute reserves the right to have the work completed alternatively at the contractor's risk and expenses without any further notice to him beyond the stipulated delivery period. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms.

9. **Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

This contract declares the subject/data of students matter of this Contract as coming under confidential and sensitive, the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under this contract to keep the data confidential.

10. **Execution of agreement:**

The successful bidder/contractor will be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (cost to be borne by the contractor) within 30 days from the date of issue of work order/ LoI (Letter of Indent). The successful Bidder who has been awarded the contract will be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (cost of stamp paper to be borne by the successful bidder). Delay in execution of agreement will be penalized i.e. Rs.100 per day of delay will be charged to the bidder, if delay is on its part.

Till the agreement is signed by both parties (IIM Lucknow & the bidder), this NIT, Corrigendum/Addendum to this NIT, Bid submitted by the successful bidder, any clarification provided by the successful bidder, Work Order/ LOI issued by IIM Lucknow to the successful bidder and Acceptance of this work order by the successful bidder will form the agreement.

11. **Sub-contracting:**

The bidder cannot assign or transfer and subcontract its interest/obligations/awarded work under the contract without prior written permission of the IIM Lucknow.

12. Validity of the bid:

The validity of the bid should be 120 days from the last day of the submission of the bid. No changes in the bid or withdrawal of the bid would be permitted after the last day of the submission of the bid. In case, the tender could not be finalized within the bid validity, the extension of the bid validity shall be requested in writing from the bidder before the expiry of the bid validity. Deny of bid extension shall be considered unresponsive and will not be considered for further evaluation.

13. **Disclaimer Clause:**

IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set out in the RFQ and the bidder has no claims against such right. The institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever. The jurisdiction for dispute (s), if any, shall be Lucknow.

14. **Force Majeure**

Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

15. **Arbitration & Jurisdiction**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract 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 shall appoint an Arbitrator to adjudicate the same who should be unconnected with IIM Lucknow and the cost of arbitration shall be divided equally between IIML and the bidder. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. By consent of parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction The language of the arbitral proceedings shall be English.

TECHNICAL BID
(To be filled by the bidder with all required enclosures)

Essential criteria of the Bidder:

	Part-1	
Sr. No.	Name of the Bidder	
1.	Name of the authorized person [who signs on the tender document]	
2.	E-mail address	
3.	Address of the Agency	
4.	Phone / Mobile No.	
5.	GST No. (Attach a copy of certificate)	
6.	PAN No. of the firm/Company for Income Tax (attach a copy of PAN card)	
7 (a)	The bidder must have at least 3 years of experience in completion of similar nature of work (Development/Operation/Management of software package/solution) in IIMs/IITs as on the last date for submission of bids. (Enclose the certificate of incorporation/registration/MOA, showing date of registration of the firm/company).	
7(b)	As far as value of work order is concerned, the bidder shall meet one of the following conditions in last 3 years (Last date for submission of bids shall be the cut off date): One contract with contract value of equal or more than 80% of total estimated tender value i.e, Rs.12,00,000/- OR Two contracts with 60% of total estimated tender value i.e. Rs.9,00,000/- each OR Three contracts with 40% of total estimated tender value i.e., Rs.6,00,000/- each The bidder must enclose work order/ completion certificate issued by any IIM or IIT for similar work, in support of its claim.	Name of Client: 1. 2. 3. Work Order Value: 1. 2. 3. Order issued on (date) 1. 2. 3.
8.	A minimum average annual turnover of Rs.10,00,000/- (Rupees Ten lakh only) for similar services provided during last three years (2018- 19, 2019-20 and 2020-21)	2018- 19:_____ 2019-20 :_____ 2020-21:_____
9.	Enclosed proof of deposited Earnest Money Deposit: A copy of NIFT/RTGS transaction of EMD amount.	UTR No: Date: Amount:
10.	Enclosed undertaking as per Annexure-III	
11.	Enclosed signed & stamped of Integrity Pact (Annexure-IV)	
12.	Enclosed signed & stamped of Tender document	

Sr. No.	Description	Method	Maximum Marks
1.	Prior experience of working with IIMs/IITs for similar work (Enclose / upload work orders/ completion certificates as evidence)	(If less than 3 institutes=zero marks, 3 institutes= 6 marks, more than 3 institutes, each institute will fetch 2 marks, subject to maximum 15 (05+10) marks)	15
2.	Experience in number of years in Development of critical software modules like Course bidding & Time Table Management along with Post Maintenance Services	(3 years will fetch 5 marks, more than 3 years, each year will fetch 2 marks, subject to maximum 15 (05+10) marks)	15

Part-II (Presentation)

Sr.No.	Description	Maximum Marks
1.	Project Understanding & Technical expertise of bidder	10
2.	Solution proposed and its components	10
3.	Challenges & mitigation plan	10
4.	Technologies used	10
5.	Operation & Maintenance Support	10
6.	Additional cost/efforts required to migrate from the existing module	10
7.	Flexibility in the software to accommodate required changes	10

I agree to have read and furnish/abide by **Notice Tender** and *GENERAL AND SPECIFIC TERMS AND CONDITIONS.*

I agree to all the terms and conditions mentioned in this Tender Document, I agree that all the information given above are true to my knowledge and belief, any false information given therein shall render me disqualified and my contract may be terminated on account of that.
.

(Signed & Stamp of the bidder)

Date:……………………………………..

FINANCIAL BID
(To be filled by the bidder)
(Only for Reference)

For Operation/Maintenance/Management of Integrated Software package/Solution

Sr. No.	The Selected bidder will have to maintenance/Management of the following developed software package	Subscription charges quoted by the bidder per annum	
		(In figures)	(In words)
1.	Management of Registration Module	Rs………………../-	
2	Management of Attendance Module	Rs………………../-	
3	Management of Course Feedback Module	Rs………………../-	
4	Management of Grading Module	Rs………………../-	
5	Management of Timetable Module	Rs…………………/-	
6	Management of Elective course bidding Module	Rs…………………/-	
7	**Total Amount**	Rs…………………/-	

Note:

1. The term "Maintenance/Management" includes editing/modifying of module as per requirement, deleting/updating data or reports etc.
2. GST shall be extra payable. All other taxes shall be inclusive in rates.
3. The successful bidder shall be selected on the basis of scored marks. The method of awarding the marks is given in the Bid evaluation process.
4. This financial bid is only for reference to the bidders. The Bidders are advised not to disclose price in Technical bid. (Part-I & Part-II). A separate excel sheet (BOQ) shall be provided on e-procurement portal to quote the price, failing which the bid shall not be considered for evaluation.

(Singed & Stamp of the bidder)
Date:………………………………………

(*ON LETTER HEAD OF THE BIDDER*) *UNDERTAKING*

With respect my/our bid submitted against NIT No. _____
dated _____, I / We _____ Partner / Sole Proprietor
(Strike out which is not applicable) of (Name & Address of Firm) _____to
hereby declare and solemnly affirm:-

a) That the individual/ firm/ Agency is /are not debarred or black-listed by any department
   of the Union Govt./State Government or any Autonomous Institute.

b) That no partner or shareholder, directly or indirectly connected with the applicant has
   been debarred or blacklisted by any department of Union Govt./State Govt. or
   Autonomous Institute.

d) That the terms and conditions for "Development & Management of PGP Software package"
   is acceptable to me/ us. I/We will abide by them in Letter and spirit.

e) That I/ We will ""Development & Management of PGP Software package" the stipulated
period.

f) That no partner or shareholder, directly or indirectly is connected/related to any
   employee working in the IIM Lucknow.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct
to the best of my/our knowledge and belief. No part of it is false and nothing has been
concealed therein. We understand that in case the information provided by us found to be false/
incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated
and attract appropriate action.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE
BIDDER

Annexure-IV

<u>Integrity Pact</u>
(If stipulated in TIS)
(To be signed on Plain Paper)
(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. …………………………………………

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 info 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   (Name of the Officer and Designation)
IIM Lucknow   (Office Seal)
For and on behalf of 'Institute'   For and on behalf of the Principal

Witness 1:   Witness 2:

(Name & Address)   (Name & Address)