



Indian Institute of Management, Lucknow

TENDER
for
IT Facility Management Service
at
IIM Lucknow and Noida Campus

NIT No. IIML/PUR/FMS/13/2022-23 dated 26/09/2022

ISSUED BY

Indian Institute of management,
Prabandh Nagar, IIM Road,
Lucknow, Uttar Pradesh, India
Pin Code: 226013

Website: www.iiml.ac.in

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1. Objective

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.

Presently IIML has IT infrastructure comprising of Computers (Desktop, Laptops, and Servers etc.), UPS, Printers, Scanners, Blade Servers, Firewall, Routers, Switches, Video Conferencing System, Projectors, CCTV monitoring system, Bio-metric attendance system, 1 Gbps & 200 Mbps ILL, Intranet (LAN), 100 Mbps dedicated P2P to Noida and 512 Mbps ILL at Noida Campus, ORACLE PeopleSoft ERP and other customized applications and software at various departments. IT system administration tasks are vital to maintain the total IT infrastructure. Hence IIML intends to have IT Facility Management Service for user support and upkeep of the same.

The IT FMS for the total IT infrastructure of IIM Lucknow and Noida Campus is required. The support may consist of Hardware/ Software maintenance of all the IT items/ assets of the Institute as well as of Employee, Students, and Visitors etc. The PC/ Laptop etc. hardware support is restricted only to inspection and diagnosis of the hardware problem and reporting to the corresponding vendor/ user to get it repaired under Warranty/ AMC. It also includes providing total support for all IT infrastructure including internet, intranet, video conferencing facilities, CCTV, UPS and complete Network Infrastructure Management etc.

E-tenders are invited for "FMS for total IT infrastructure of IIM Lucknow and Noida Campus". A free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. Interested vendors/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 and financial bid. It is requested to download the tender by accepting the terms and conditions. The technical and financial bid duly filled may be uploaded on E-Portal of Govt. site i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of submission as mentioned above. The bids shall be signed by a person duly authorized on behalf of the bidder firm.

2. Bid Information Sheet (NIT No. IIML/PUR/FMS/13/2022-23 dated 26/09/2022)

Document Description	Tender for “IT Facility Management Service at Indian Institute of Management, Lucknow”
Tender No. & Date	IIML/PUR/FMS/13/2022-23 dated 26/09/2022
Estimated Tender Value	Rs. 180 Lakhs for Three Years
Last date for Submission of Bid	17th October 2022 up to 02:00 PM
Bid Security/EMD	Rs. 3,60,000/-
Technical Bid Opening	18th October 2022 at 03:00 PM
Financial Bid Opening	To be communicated to the technically qualified bidders through CPP portal
Validity of Tender	120 (One Hundred Twenty Days) days from the date of opening of tender.
Tender Issuing Authority	The Chief Administrative Officer Indian Institute of Management Prabandh Nagar, IIM Road Lucknow – 226013 0522-6696917/0522-6696929

3. Instructions to Bidders

1. Indian Institute of Management Lucknow invites offers in prescribed BOQ from reputed bidders to submit their bids for “IT Facility Management Services at IIM Lucknow and Noida campus”
2. The bidders are advised to go through the eligibility criteria before submitting the bid
3. The Indian Institute of Management Lucknow invites two-bids system (Technical & Financial) for “IT Facility Management Services at IIM Lucknow and Noida campus”.
4. Tenderers/Bidders, who have downloaded the tender from the Govt. site, shall not tamper/modify the tender document (NIT) including the downloaded price bid (BOQ) template in any manner. In case, if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
5. All the Bidders shall have to enter the Integrity pact (Annexure-III) with the procuring entity to abide by the integrity pact as per GFR rule no.175 as well as para 3.3 of Manual of Procurement of Goods 2017 and follow the code of integrity.
6. **Amendments to Bidding Documents:** The Indian Institute of Management, Lucknow shall have the right to issue addendum to tender document to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated. Addendum so issued shall form part of original invitation to bid. Such addendum/corrigendum shall only be uploaded on the websites, on which original tender document was uploaded. 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 on <http://eprocure.gov.in>.
7. **Financial Bid Format attached with this NIT is only information about the format. A separate format in excel for the financial bid has been made available with this NIT on CPP Portal. The bidders are required to fill this and upload the same as ‘Financial Bid/BOQ.’ In case, the rates are disclosed in the technical bid, such bids shall be straightaway rejected/ technically disqualified.**

8. The successful bidder will not be allowed to engage any other Sub-agency to execute the assigned work/job. In such event, the contract will be cancelled and security money will also be forfeited.
9. The Bidders are required to submit their bids through eProcurement portal in the format provided for that purpose. Any other means of submission of bids will not be accepted.
10. In case the bidder withdraws his bid after submission or does not accept the offer / empanelment letter issued by IIML, the EMD paid by the Bidder with the bid will be forfeited and the bidder may be blacklisted / debarred from participation in the future tenders.
11. The bidder shall not be entitled to claim any cost charges, expenses incidental to or incurred by the Bidder through or in connection with the submission of the offer even though IIM Lucknow may elect to withdraw the invitation to bid should all invitation to bid be withdrawn or cancelled by IIML.
12. The Bidder shall have no right to issue addendum to bid documents to clarify, amend, supplement or delete any of the conditions, clause or items stated therein.
13. IIM Lucknow reserves the right to reject any/all of the offers without assigning any reasons thereof. The bidders may seek clarification with this office from Monday to Friday between 09:30 am to 17:00 pm on 0522-6696929 or 6696917. The participating bidder has to bear the cost towards the submission of bid.
14. 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.
15. The Financial bids of only eligible and technically qualified bidders will be opened, after the same has been ascertained by evaluation of the Technical Bids by the Technical Evaluation Committee.
16. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Lucknow also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
17. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
18. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

General Terms & Conditions

4. **Earnest Deposit Money:** Bidders are required to deposit an amount mentioned on first page of the tender document. 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 will not be accepted. 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.

5. **Performance Security Deposit:** On issue of the work order, the contractor shall submit the Performance Security Deposit for an amount equivalent to 5% of the contract value (including GST) in the form of Demand draft / Fixed Deposit Receipt / Performance Bank Guarantee from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of the Instrument shall for a period of 3 years and 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 the 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 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 quarterly bill and/or security deposits.

6. Bid submission process

1. The bid should be uploaded on the online tender site in two-bid system (Techno-commercial bid and Price/Financial bid) in the enclosed Performa duly filled in and signed.
2. No price should be mentioned in the Techno-Commercial bid. A separate excel file (Financial bid) has been made available on portal for submitting the rates / financial bids. The rates shall not be disclosed on the technical bid. Disclosure of rates with Technical bids will result in technical disqualification.
3. Technical Bid should include following:
 1. All documents in support of the eligibility criteria mentioned in this tender document.
 2. Technical Bid Annexure-II Part-A
 3. Declaration accepting the tender conditions & non-blacklisting of the bidder (Annexure-I)
 4. Filled & signed 'Integrity Pact' (Annexure-III)
 5. Details of EMD / Valid exemption certificate

7. Bid Evaluation Method

1. The Technical bids of the bidders shall be evaluated by the committee. The bidders are requested to read the bid documents carefully and enclose the required documents accordingly. The technical evaluation shall be carried out on basis of the eligibility laid on in the bid.
2. The Financial bids of technical qualified bidders shall be opened by the committee. L1 bidder shall be decided on the totality basis of rates quoted by the bidders in each components of the financial bids.

8. **Force Majeure Clause:** 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.

9. **Contract Period:** Contract period would be for a period of three years, which may be extended for another three months based on requirement on the same terms & conditions on mutual consent of the both the parties.

The contract can be terminated by either party at any point of time by serving a notice of three months in writing. However, if the performance of the successful bidder is not up to the mark and there is no improvement even after sending communication in writing, the Institute reserves the right to terminate the contract without any notice and get the work done from the open market at the RISK & COST of the successful bidder.

Further, the contract can also be terminated in the event when either party admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, or institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or 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.

10. Minimum Eligibility Criteria

1. The bidder should be a company registered under the Indian Companies Act 1956/2013. **Joint Ventures & Consortiums are not allowed to participate in the bid.** (Copy of Certification of Incorporation, Memorandum and Articles of Association shall be enclosed)
2. Bidder must have valid GST Registration and PAN card (Enclose valid GST certificate & PAN card)
3. The bidder must be in this field for at least last 8 years (support/ operation in the field of IT FMS/ AMC support services, maintenance of Desktops, Laptops, Printers, UPS, Computer Peripherals, Software, Video Conferencing, CCTV, Network Firewall, Switches, Routers, LAN, Wi-Fi etc.). Details of such experience shall be enclosed.
4. Bidder's average annual turnover during Financial Years 2019-20, 2020-21 & 2021-22 must not be less than rupees 70 lakh. (Enclose certificate from a Chartered Accountant certifying your Annual Turnover during the above mentioned FYs).
5. The bidder must have the following quality certifications:
 1. **ISO 9001:2015 or latest as revised by the ISO** for Quality Management standard (upload certificate)
 2. **ISO /IEC 20000-3:2019 or latest as revised by the ISO** for Service Management System (SMS) standard (upload certificate)
6. The bidder should have successfully executed (on going contracts will also be counted) similar nature contracts (IT FMS/ AMC Support service for IT infrastructure) during past five years (cut-off date: last date for submission of bids) and this/these contract(s) shall meet one of the following conditions:
 1. One similar contract in last five years of not less 80% of the annual estimated tender value
 2. Two similar contracts in last five years of not less 60% of the annual estimated tender value
 3. Three similar contracts in last five years of not less 40% of the annual estimated tender value
7. (Enclose experience certificates showing similar nature of contracts (on going contract will also be counted as valid subject to production of certificate from the client stating the performance is satisfactory)

11. Cancellation of Contract: The IIML reserves the right to cancel the contract of the selected bidder and recover expenditure on the following circumstances:

1. The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
2. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the IIML reserves the right to get the remaining contract executed by another party of its choice at the RISK & COST of the successful bidder.
4. IIML reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
5. The Performance Bank Guarantee will be returned to the selected bidder without any interest on performance and after 2 months of the completion of the fulfillment of obligations for the complete terms of the contract.

12. SLA (Service Level Agreement) and Penalties

SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the service, based on the agreed performance indicators as detailed in the tender document. The successful bidder has to coordinate with Users and get the complaint closed and also has to produce documentary evidence.

Appropriate Penalties will be recovered from the quarterly payment if the successful bidder is not able to achieve the required Service levels as mentioned below:

SNo	SLA Terms	Description	Penalty
1	Not keeping appropriate man-power	If the successful bidder does not deploy the required specified quantity & quality of manpower as per the Tender or a person deployed is not reporting to duty, there would be a penalty per person per day and will be deducted from the quarterly payment	Rs. 1000/day
2	Delay in Complaints/ Support Resolution	Complaints will be logged in at the Helpdesk and the successful bidder will have to resolve the Complaints and provide necessary updates. Complaint number shall be provided to the user when the complaint logged. Root Cause should be identified for all complaints and appropriate troubleshoot/ resolution must be provided and recorded. Delay in delivering the resolution will attract the penalty as per the following table:	
		Within 24 Hours of registering the complaint	No Penalty
		More than 24 Hours – Penalty will be levied on per day basis	Rs. 500/- per day
3	Uptime of all Servers & services under scope	It is the responsibility of the successful bidder to maintain uptime of data center services like applications, servers, networks & UPS etc. Taking proper backups of all servers, databases and services and ensure their seamless functionalities. Delay in restoring the services will attract the penalties as per following table:	
		Within 4 hours of logging the call	No Penalty
		After 4 Hours of logging the call	Rs. 2000/- for every 24 hours

Note: Quarterly penalty levied shall not be more than 20% of the quarterly contract value. This amount will be deducted from the quarterly payment of the vendor.

13. **Validity of Bid:** The Bid shall remain valid for acceptance for 120 days after the date of Bid opening as prescribed in the Bid Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. The participating bidders may be requested to extend the bid validity, if need arises.

14. Forfeiture of Performance Security/Security Deposit:

1. Non-execution of assigned duty in accordance with the contract conditions.
2. Stops the execution of assigned works without giving prior information to the IIM Lucknow.
3. Commits breach of any of the provisions of the contract.
4. Conditional acceptance of the work order differ from the tenders shall not be considered.
5. In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
6. 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. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.

15. Debarred/ Blacklisting of bidder:

1. In case the bidder withdraws his bid after last date for submission of bid or does not accept the work order on award of work.
2. In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid.
3. Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will lead to disqualification.

On the event of debarring/Blacklisting, the submitted Earnest Deposit Money/Bid Security shall be forfeited.

16. **Payment Terms** - The payment shall be made on quarterly basis after successful completion of each quarter and submission of quarterly bill along with necessary enclosures. Payments will be made through ECS/ NEFT on regular basis after submission of the bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments at the end of the contract, the Bidder shall furnish a "No Claim Certificate" to IIM Lucknow.

17. **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.

18. **Dispute Settlement & Appointment Of Arbitrator:** "All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Tender and the resulting agreement 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 either himself decide the dispute as Arbitrator or appoint some other person as Arbitrator to adjudicate the same, who shall be unconnected with IIM Lucknow. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act 1996. 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 Arbitration shall be English. The venue of Arbitration proceedings shall be Lucknow".

19. Special Conditions of Contract

It will involve enabling the IIML users for optimum use of IT infrastructure deployed at the site to achieve efficiency in their routine work. It would cover basic guidance and support for handling the IT infrastructure which will constitute items like Desktops, Laptops, Servers, Printers, UPS, Video Conferencing Equipment, CCTV, ERP, various Software, Operating Systems, Data Backup of various application software, network devices, Internet, Intranet and other applications installed at all location of IIML.

20. Scope of Work for FMS Support

The overall scope of work and requirements are as mentioned below:

1. **15 (Fifteen) Onsite Technical Service Personnel, out of which 10 (Ten) will be for Lucknow Campus and 5 (Five) will be for Noida Campus with provision to reduce/increase the number of resources by a factor of 50% of the proposed number in the tender. After increase/decrease, contract value will be modified as per actual manpower posted. Man power rate can be derived on pro rata basis for increase/decrease.**
2. Analysis of software errors, system problems and taking remedial actions for recovery
3. On-site User support (24 x 7 x 365 days) through the Help Desk at Lucknow and Noida Campus
4. Installation and configuration of hardware and software (including OS and other applications software), network-related troubleshooting, etc.
5. Allocation of software licenses to users as per requirements.
6. The PC/ Laptop etc. hardware support is restricted only to inspection and diagnosis of the hardware problem and reporting to the corresponding vendor/ user to get it repaired under Warranty/ AMC
7. Online Hardware & software Asset Management Services
8. Upkeep/Management of All IT related services, Servers, Applications, and Database Management Services and their regular backup
9. Disaster Recovery by full backup/ restore in case of system crash and database failure
10. Coordination of various Video Conferencing meetings
11. Dedicated maintenance and conduct of hybrid digital classes
12. Maintenance and updating Intranet portal (CC Website)
13. UPS Maintenance (Testing, Battery Replacement, installation etc.)
14. Managing approximately 500 Desktops, 25 Servers, 4 Video Conferencing setup, 400 UPS, 50 CCTV Camera, 25 Laptop etc. These devices may/ may not be under warranty/ AMC of their respective vendor. These number may increase in upcoming time.
15. Co-ordinate with respective vendor/ OEM to resolve the h/w and s/w problem as and when required
16. Liaise with Internet Service Provider (ISP) for resolution of problems related to bandwidth or downtime
17. Local Area network (Wi-Fi and Wired both), troubleshooting management
18. Monitoring of network devices as per the instructions of the IIM authority
19. Any other jobs related to IT/ Network Services

21. Onsite Service Personnel Qualification & Experience

It is expected that at least two Administrators (Windows & Linux) will be available on-site during general working hours or as per institute need on both the sites i.e. Lucknow and Noida each. The minimum qualifications and experience of the Administrators and other technical service personnel would be as follows

1. Administrators Qualification

Qualification mentioned for Technical Service Personnel **AND**

Windows: Microsoft Certification i.e. MCSE **AND/ OR**

Linux: Linux Certification i.e. RHCE

Administrators Experience

5 Years working experience of similar support

2. Technical Service Personnel Qualification

Degree in Computers/IT from a recognized University/ Engineering College with one year working experience in similar support

OR Three Year Regular Polytechnic Diploma in IT/Computer stream with 3 years working experience in similar support

OR Graduation degree in any stream with 3 years of working experience in similar support

(Proof of Qualification & Experience should be submitted to IIML authorities for verification before posting any technical person on-site)

However, the required minimum qualification may be relaxed for one or two experienced and exceptionally efficient candidates taking into account of institute's interest. The meaning of "Similar work" includes Management/Maintenance of at least any two domains from the followings: Desktops, Laptops, Servers, UPS, Printers, Scanners, Firewalls, Routers, Switches, Video Conferencing Systems, Windows, Linux, application service, computer network service, computer hardware service.

22. Posting of Technical Service Personnel at Site

The FMS service provider will not ordinarily change/ replace the service personnel posted at IIML during the course of the contract. If replacement is inevitable, then such replacement shall be made in a planned manner with prior approval of IIML. Similarly, if the performance of any service personnel is not found satisfactory, IIML shall have the option to ask the FMS service provider to change the concerned personnel. All leave and/ or absence of the technical service personnel posted at IIML will have to be planned in advance and proper replacement to be made available in lieu. Attendance Register will be maintained at the site and a penalty will be imposed in case of absence of service personnel.

Wages of the technical service personnel deputed at IIM Lucknow (under this project) should not be less than remuneration and deductions as per Govt. minimum wages act for skilled manpower. The proof of the same must be presented to the IIML authority.

23. Help Desk Services

IT FMS provider must maintain onsite Help Desk services (24 x 7 x 365 Days) for User Support at Lucknow and Noida Campus. Help Desk will log user calls and give them a call ID number and respond to the call immediately (within 30 minutes max during general working hours). A working place, telephone connection and a desktop will be provided by the Computer Centre, IIML. However, Help Desk personnel may be one of the team member deputed on site.

Service provider must provide a service escalation chart with proper name, designation, contact details and address.

24. Reports for Performance Monitoring of the Service Levels

The FMS service provider shall furnish to CC, IIML the following reports (prescribed format) as per the frequency below.

- Monthly - Call Analysis Report. (Engineer wise)
 - Call Analysis Report (Total User Support)
- (To be maintained in register and in Excel sheet)

Quarterly PM (Preventive Maintenance) – IT Peripherals Health Check and IT-Assets Physical Verification, cleaning of network racks, switches, Wi-Fi devices if required by IIML.

Preventive Maintenance Report includes health checking of all IT peripherals (Hardware/ Software) and physical verification of all items listed in Inventory List. Any changes/ updates must be made in the Inventory List and verified by CC, IIML authority.

Updated and verified Preventive Maintenance report and Call Analysis Report is required along with each quarterly invoice.

25. Annexure-I

(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 IT Facility Management Services is acceptable to me/ us. I/We will abide by them in Letter and spirit.

e) That I/ We will provide IT facility Management Services in 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

26. Annexure-II Part-A: Technical BID (IIML/PUR/FMS/13/2022-23 dated 26/09/2022)

S. No.	Particulars	To be filled by the bidder
01	Name of Bidder	
02	Proprietorship/ Partnership, Company	
03	Address of Bidder	
04	Email Id of the bidder (All future correspondence will be through email)	
05	Contact Number of the bidder	
06	GST and PAN Number of the Bidder (enclose copy)	
07	The average annual turnover of the Bidding firm during last 03 years (2019-20, 2020-21, 2021-22) more than 70 Lakhs.	Financial Year Annual Turn Over (in Rs.) 2019-20 Rs. _____ 2020-21 Rs. _____ 2021-22 Rs. _____
08	Does the bidder have 8 years' experience of IT Support/ AMC services to reputed organizations?	Enclose Details of certifying 8 Years' Experience
09	The bidder should have successfully executed (on going contracts will also be counted) similar nature contracts (IT FMS/ AMC Support service for IT infrastructure) during past five years (cut-off date: last date for submission of bids) and this/these contract(s) shall meet one of the following conditions: a. One similar contract in last five years of not less 80% of the annual estimated tender value b. Two similar contracts in last five years of not less 60% of the annual estimated tender value c. Three similar contracts in last five years of not less 40% of the annual estimated tender value	Enclose experience documents showing similar nature of contracts/On going contract of similar nature
10.	1. ISO 9001:2015 or latest as revised by the ISO for Quality Management standard 2.ISO /IEC 20000-3:2019 or latest as revised by the ISO for Service Management System (SMS) standard	Enclose Certificate
11.	Enclose filled & signed Annexure-I (Undertaking for Non-blacklisting of bidder)	Yes/ No
12.	Signed and stamped copy of tender document	Yes/ No
13.	Enclosed Annexure-III (Integrity Pact)	Yes/ No

Place:

Signature of the Tenderer with Seal

27. Annexure-II Part-B: Financial BID (FOR REFERENCE ONLY): Pleas fill and upload the financial bid format of e-procure portal only:

Price Proposal for IT FMS			
IT FMS 15 Engineers (for Scope of Work defined in this tender document) Amount for Three years	GST %	GST Amount	Total Amount

Note: Payment shall be made on quarterly basis after each successful completion of IT Facility Management Services. All other taxes except GST shall be inclusive during the contract period.

- a) L1 bidder shall be decided on the lowest Grand Total Basis
- b) The bidder is advised not to disclose the price in Technical bid. This format is only for reference. A separate BOQ shall be given in CPP portal to fill price. Failing which, the Bid shall be considered unresponsive and will not considered for further evaluation.
- c) There are no hidden charges/ cost to IIM Lucknow and above amount quoted is final in all respect.
- d) I/ We agree that the quoted offer will be valid till completion of the Contract. No escalation will be charged if any by the IIM Lucknow above the quoted prices by our firm/agency.
- e) I/ We have read, understood and agree to comply with terms and references of the tender.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

28. Annexure-III: Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. IIML/PUR/FMS/13/2022-23 dated 26/09/2022

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
IIM Lucknow
For and on behalf of 'Institute'

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

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)