Indian Institute of Management Lucknow
Prabandh Nagar, IIM Road, Lucknow – 226 013 (India)
Website: www.iiml.ac.in

<u>NOTICE INVITING TENDER (NIT) FOR "CUSTOMIZED LEARNING MANAGEMENT SYSTEM FOR MDP OFFICE"</u>
<u>SHORT NOTICE</u>

NIT No: IIML/PUR/MDP/LMS/07/2025-26   **Date:22.08.2025**

Introduction: Indian Institute of Management, Lucknow (hereinafter called "IIML") is an Autonomous Body. 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. Indian Institute of Management Lucknow is an academic prowess platform which prospects, prepares, and prospers every aspirant who is looking forward to seek professional education in various digital and managerial sectors. The Executive Education Programmes at IIM Lucknow campus are extensively arrayed to offer a high-class technological, professional and inclusive experience to all the working executives that, come from various nuances of different organizations. Incorporating technological advancements like e-learning, e-books and real-time navigation is the new mandate in executive education nowadays. The diverse programme design and consistent practice to refurbish the teaching style every academic year at IIM Lucknow, makes it unique and demanding amongst all the new age and traditional company setups.

The institute invites bids from prominent bidders for "Customized Learning Management System for MDP Office", an integrated user-friendly software and hardware package for IIM Lucknow, having various modules in-built namely Programme Management, User Login and Management, Student Addition and Account Creation, Programme Scheduling, Learning Material Management, Secure Videos and Files in App, Student Feedback, Student Attendance, Assignment Module, Examination and Transcript. Additionally, there shall be AMC Support, Dedicated Support Team, Back-end Deployment (Cloud Server & Data Base) and Video Streaming Service.

Notice Inviting Tender (NIT) Details: A free view of NIT is available on Govt. eProcure 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. The interested agencies may download the NIT by accepting terms & conditions. The technical bid shall be consisting of Part-I followed by Presentation / Demonstration of proposed LMS (Part-II) and the price bid duly filled have to be uploaded on the eProcure 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.18,80 000/-
Last date for Submission of Bid	29TH AUGUST 2025 (01:30 PM)
Technical Bid Opening	30TH AUGUST 2025 (02:00 PM)
Bid Security/EMD	Rs. 40,000/-
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 Institute/ IIML 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

(a)   Tender/Bid/ Response to this NIT should be uploaded on the online in a two-bid system on CPPP e-procure portal (Techno-commercial bid and Price/Financial bid separately) in the enclosed Performa duly filled in and signed.

(b)   ***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.***

(c)   Technical Bid should include the following:

(i) 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/ Demonstration of the proposed software) shall carry a maximum of 30 marks.

(ii) Only those bidders shall be called for the Presentation/demonstration, who meets the criteria mentioned in in Part-I. Part-II (Presentation/demonstration of the software) shall carry a maximum of 30 marks. The bidder shall have to score 15 marks out of 30 marks for technical qualification. The presentation shall include the 'Execution process of the scope of work as mentioned in the NIT, Time-lines, the demonstration of the existing similar software, proposed customization in the existing software as per scope mentioned in this NIT, replies to clarification sought by the committee during the presentation / demonstration.

(iii) Declaration accepting the tender conditions & non-blacklisting of the bidder (Annexure-II). Financial Bid should be only be submitted in form of excel/BoQ in the format, provided with this NIT on eProcure portal.

(iv) The bidder has to quote the 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:

(a) The Technical bids of the bidders shall be opened & evaluated by the constituted Bid 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/demonstration shall be carried out on basis of the eligibility laid on in the bid.

(b) Technical Bid Evaluation process:

(i) The constituted committee shall evaluate Part-I (on the basis of enclosed documents) and invited the eligible bidders for the next stage i.e. Presentation/ demonstration. The evaluation will be made as per the parameters specified in the Technical Bid.

(ii) The committee shall evaluate the Presentation/ demonstration carrying a maximum of 30 marks. The bidder will have to score minimum marks of 15. Only those bidders shall be technical qualified to open the financial bid, who score a minimum of 15 marks in the technical evaluation out of 30.

(iii) The PART-II of the Technical Evaluation would carry maximum of 30 marks in the overall bid evaluation. This further means that the total marks received in the technical evaluation (Part-II) out of 30 will be added to the marks obtained in the Financial Evaluation, while arriving at the final figure.

(c) Financial Bid Evaluation Process:

(i) The financial bid will carry 70 marks.

(ii) The valid Bidder, fulfilling criteria in 2(b)(ii) above with the lowest price shall be awarded 70 marks.

(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 = (70 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 70 x 10000 / 12500 = 56

(d)   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-II) marks is 25 then its total marks will be 25 + 56 = 81
   (ii) The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidders both in Technical Evaluation (Part-II) and Financial Evaluation.
   (iii) The bidder with the highest marks (Technical + Financial evaluation) shall be deemed as the L-1 Bidder / Successful Bidder for the award of the contract.
   (iv) In case of two or more bidders are evaluated as L-1 (same marks) 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 have a valid GST Registration (Enclose GST Certificate).
(b)   The bidder must have at least 3 years of experience of similar nature of work involving more than 1000 students (Enclose the work order with completion/experience certificate)
(c)   The Bidder should have similar experience of working with any of the Institutes of national importance i.e. IIMs/IITs etc.
(d)   The bidder must have its head / branch office in Lucknow for local onsite support.
(e)   The Bidder must have the following certifications:
      (i)   CMMI Level-3 or above,
      (ii)   ISO 9001 and
      (iii) ISO 27001
(f)   The bidder must have a minimum average annual turnover of Rs.20,00,000/- for similar services provided during the last three years (2024-25, 2023-24 and 2022-23), along with relevant Certificates. (Please enclose an audited Balance-sheet or certificate from the Charted Accountant).
(g)   The bidder shall offer the software / solution developed by the Bidder. The third-party developed software must not be offered (enclose an undertaking on Bidder's letter head)
(h)   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)
(i)   The Cut – off to determine the eligibility criteria shall be the 'last date of submission of BID'.
(j)   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.
(k)   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.   Disqualification
(a)   Proposal not submitted in accordance with this document required or without enclosing proper documents while uploading bid documents on eProcure portal.
(b)   During the validity of the proposal or its extended period, if any, the bidder increases his quoted prices.
(c)   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.
(d)   If the quotation is received without EMD or valid certificate for exemption (NISC/MSME – only for manufacturers).

(e)   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.

(f)   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.

(g)   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.

5.   Clarification:

Bidder requiring any clarification regarding the Tender Document may submit its questions by email (purchase@iiml.ac.in for NIT related issues and mdp@iiml.ac.in for Scope of work related).

6.   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.

7.   Forfeiture of EMD:
On the following occasions, the EMD shall be forfeited:
*   In case the bidder withdraws his bid after the last of the submission of the bid.
*   In case the bidder does not fulfill his obligations after the awarding of the work order within the stipulated time period.
*   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.
*   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.

8.   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 Contract 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 equal to the contract period 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.

9.   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.

10.   Scope of Work

(a)   Programme Management

    (i)   Creation of Programme Types- Open MDP, Customized MDP, Long duration Programs, Diploma, Degree, Consultancy, Annual FDP

    (ii)   Unlimited Programme creation with custom fields using excel upload & dashboard

    (iii)   Editable start date, end date, duration, programme code, financial year, academic year same as financial year

    (iv)   Custom fee schedules, number of instalments, due dates for each instalment

    (v)   Marketing Partner Management:

    (aa)   Option to add, edit, delete Marketing Partner with custom data points

    (vi)   Mapping multiple programme coordinators, Marketing Partner and Staff coordinators to each programme

    (vii)   For Customized MDP, mapping with Organization details: name, GST, PAN, TAN, Address, POC Name, POC Contact

    (viii)   Edit, Delete option for all programmes

(b)   User Login and Management

    (i)   Creation of Employee directory with all staff of IIM Lucknow with custom data points: first name, middle name, last name, employee code, gender, nationality, full-time/part-time, short code, blacklisted as inactive etc

    (ii)   Creation of accounts for each admin user using email

(iii)   Integration with IIM Lucknow SMTP for mailing

(iv)   Role-based access for the following user types:

     (aa)   Chairperson, MDP

     (ab)   GM, MDP

     (ac)   Programme-type level Supervisors

     (ad)   PDS Team

     (ae)   Staff coordinators

     (af)   Accounts Team

     (ag)   Faculty, IIM Lucknow

(v)   Login into user accounts using Google oAuth

(c)   Student Addition and Account Creation

(i)   Addition of Students into each programme via dashboard and excel upload

(ii)   Custom data fields for student at the time of addition including support for hindi data points: gender, nationality

(iii)   Source of student: direct, marketing partner

(iv)   Creation of account for each student using phone number and email

(v)   Login options:

(aa)   Login with Email and OTP

(ab)   Login with Phone number and OTP

(vi)   Integration of SMS OTP for authentication

(vii)   Student Status Management: Inactive, Active, Graduated, Offroll

(viii)   Edit/Delete student

(d)   Programme Scheduling

(i)   Create topics for a programme with name, code, mapped to the programme

(ii)   Mapping of topics to:

     (aa)   Terms for diploma programs

     (ab)   Trimesters for degree programs

     (ac)   Modules for Long duration programs

(iii)   Edit/Delete option for topics

(iv)   Create sessions for a programme with following options:

     (aa)   Choose faculty type: Internal, Visiting

     (ab)   Choose Faculty from searchable drop down basis type

     (ac)   Fetch and Show calendar of chosen faculty to find available slots

     (ad)   Bulk creation: Select start date, end date, day of week, start time, end time

     (ae)   Individual Creation: Select date, start time, end time

     (af) Select mode of sessions (offline/online/recorded/meeting)

     (ag)   Creation of groups of students under programmes

     (ah)   Bulk import for schedule creation

(v)   Option to edit and delete programme scheduling after initial creation to automatically update reports : individual sessions and bulk edit

(vi)   Send automated mail for approval to all faculty with their session details

(vii)   Send automated mail to programme coordinators for approval

(viii)   Upload approval proof to mark sessions as Approved

(ix)   Add online class link against each session for online sessions

(x)   Programme-level view of entire programme schedule for staff coordinators, supervisors and Deans, day/month/week/only session days views with CSV Export

(xi)   Individual Faculty Calendar view of schedule across programmes, show sessions taken and session pending between the start date and end date.

(xii)   Programme Schedule display on student dashboard with day/month/week/only session days views

(xiii)   Creation of macro-schedule in institute format basis programme schedule created

(e)   Learning Material Management

(i)   Creation of Learning Material Types: Pre-reads, Case, Reading, Procured Reading, Session Recordings

(ii)   Option to upload learning material for staff coordinators:

    (aa)   Choose programme

    (ab)   Choose topic

    (ac)   Choose faculty

    (ad)   Choose session

    (ae)   Choose Learning Material Type

    (af)   Upload learning material- Images, PDFs, any other format

    (ag)   Add custom content using our text editor with support for video uploads

    (ah)   Option to allow downloads

(iii)   Creation of Micro-schedule PDF as per institute format based on learning material uploaded

(f)   Secure Videos and Files in App

(i)   Upload Videos and Files securely with industry-grade encryption onto the cloud storage

(ii)   Students can stream videos and preview files securely with restricted downloads

(iii)   White-label institute mobile and desktop apps to stream videos securely with screen recording not allowed

(g)   Student Feedback

(i)   Option to make Student feedback mandatory/optional before Issue Certificate in Edit Programme

(ii)   Modular Feedback form creator with following options:

    (aa)   Add/Edit/Delete any number of sections

    (ab)   Add/Edit Delete any number of questions

    (ac)   Supported question types: Scale 1-10, Text, Dropdown

(iii)   Custom Feedback Form mapped to each programme

(iv)   Configuration of default form template with sections and questions as per shared format

(v)   Option to open feedback form for a faculty and topic after their sessions are completed with start date and end date option

(vi)   Option for students to fill Feedback Form as per template selected and auto-fetching of faculty and topics mapped to them

(vii)   Student Feedback report with an aggregate rating for each faculty in a programme on a 1-10 scale upto 1 decimal point

(viii) PDF Generation of the feedback report at programme for all faculty

(ix)   Bilingual support in feedback form with English and Hindi questions

(x)   Automatic reminders to give feedback to students

(h)   Student Attendance

(i)   Option for staff coordinator to record attendance of students mapped to the programme and group for each session

(ii)   Option to upload CSV to update attendance of students for a topic and programme

(iii)   Programme Level and Topic Level Attendance report showing aggregate attendance of all students

(iv)   Minimum Attendance threshold at programme level to mark student as debarred

(i)   Assignment Module

(i)   Create assignments mapped to a topic and faculty for students with name, marks, start datetime, end datetime

(ii)   Add questions of type: MCQ, Yes/No, Text input, file upload

(iii)   Option to shuffle questions for each student

(iv)   Option to define instructions for the assignment and define maximum time after which assignment submission will be closed

(j)   Examination and Transcript

(i)   Exam Folio creation for each topic:

    (aa)   Weightage of each component like quiz, presentation, attendance

    (ab)   Marking scheme for grades

(ii)   Marks entry for each component by staff coordinator using direct entry or CSV Upload

(iii)   Normalization of marks to 100 and Grade conversion as per institute grading scheme

(iv)   Grade cut basis attendance marks

(v)   Generation of transcript as per institute format with student details, topics and grades

(vi)   Unique QR code on each transcript for online verification of details and authenticity

(vii)   Sharing of transcript with student on dashboard and email

(viii) Bulk download of transcript for printing

(k)   Microsoft Teams Integration for Recordings

(i)   Integration with Microsoft account of the Institution

(ii)   Mapping of individual classes with Teams Link

(iii)   Automatic fetching of class recording, mapping to the class and upload onto the Learning Material module

(l)   Annual Maintenance Charges

(i)   Resolution of any technical bugs or issues as highlighted by the support team or institution.

(ii)   Minor modifications as per the requirements of the institution.

(iii)   Updating operating system, libraries and codebase to the latest requirements.

(iv)   Running of routine health checks to maintain smooth functioning of software.

(v)   Installation of latest security updates to ensure data security.

(vi)   Regular scheduled backups of the database and server.

(vii)   Restoration of backups in the event of system failure.

(m)   Dedicated Support Team

(i)   One skilled manpower for 06 days a week and 09 hours a day is to be deployed on-site of the Institution for the duration of the contract for the technical support.

(ii)   Technical Support Staff will provide training to all relevant staff members in using the platform.

(iii)   Technical Support Staff will provide support in managing the platform to add programmes, import students, create programme schedules, upload learning material and other relevant tasks related to various programmes of the institute and as directed by the MDP office.

(n)   Back-end Deployment Costing towards Cloud server, data base etc. (Per Annum)

(i)   Procurement of dedicated Linux server as per technical requirements of the platform with minimum 16GB RAM and 4 core CPU

(ii)   Procurement of dedicated database server as per technical requirements of the platform with minimum 2GB RAM and 100GB Storage

(iii)   Deployment of project code onto the server for smooth functioning

(iv)   Setup of database for the platform on the dedicated database server

(v)   Setting up of CI/CD Pipeline for updating any future technical changes

(o)   Video Streaming Service (Quote for 250 users per annum- minimum assured)

(i)   Procuring cloud storage for storing encoded video files upto 2.5TB with option to increase later as per requirements

(ii)   Setting up custom video encoder to automatically encrypt and encode session recordings in various video qualities

(iii)   Automated uploading of encoded videos into the Video Streaming Cloud Storage

(iv)   Setting up custom video player to securely stream videos on the platform for users

11.   Specification of Services

(a)   The Scope of Work of the software is mentioned in Para 10.

(b)   The tools mentioned in Clause 11 (a) shall be provided to the customer via a web-based software.

(c)   The timeline for delivery of services mentioned in the Scope of Work shall also be a part of the bid.

12.   Installation

(a)   The Service Provider shall enable the tools as mentioned in the Scope of Work and configure the system as per the basic data received from the Customer.

(b)   The software and all its components will be deployed on the servers of the Customer or the Service Provider based on the decision of the Customer. Commercials for Hosting services provided by the Service Provider shall also be mentioned in the bid.

13.   **Staff Training and Support**
(a)   For any kind of problem in using or managing the system the Customer may contact the support team of the Service Provider via call and email.
(b)   As per the priority of the issue faced by the Customer, the support team of the Service Provider shall resolve within three days.
(c)   Service Provider shall provide training to the employees of the Customer after each phase of development and shall provide assistance in case of any issues.
(d)   Any kind of vulnerability related to software security will be taken care by the Service Provider under Annual Maintenance Services.
(e)   The Service Provider may add other facilities also as part of AMC services which the bidder finds deemed appropriate and required.
(f)   If the project scope expands between phases and the Annual Maintenance Cost (AMC) rises, the additional amount will be billed pro-rata for the remainder of the current AMC term, and then invoiced at the full revised rate from the start of the next annual cycle.

14.   **Customer Data**
(a)   "Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Service Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer.
(b)   The Service Provider may only have access to the Customer's data as and when access is provided by the Customer.
(c)   The Service Provider shall use the logo, name, images of the Customer for promotional purposes after providing proper information to the Customer. In case of termination of contract/MOU the Service Provider will hand over all data related to Customer and will be restricted from promotional/Publicity/any other use of Customer's data.

15.   **Governing Law and Dispute Resolution**
If any dispute, difference or claims (the "Dispute") arises between the Parties about the validity, interpretation, implementation or alleged breach of any provision of this NIT, then the Parties shall negotiate in good faith to endeavor to resolve the matter. However, if the dispute has not been resolved by the Parties within 15 days of notification of such Dispute, then either Party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 (as amended). Arbitration proceedings shall be held at Lucknow, India. The dispute shall be referred to a sole arbitrator who shall be a neutral and suitably qualified third party mutually agreed upon by the Parties to the dispute. The arbitration proceedings shall be conducted at Lucknow and the award shall be rendered in the English language. The award so passed by the Arbitrator shall be enforceable in Lucknow.

16. Special Terms & Conditions

(a)   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.

(b)   Time of completion: Time is the essence of this tender. The execution of the tendered software as per the scope mentioned in this NIT. The bidder shall start implementation at the Indian Institute of Management, Lucknow immediately after the purchase order/agreement. The time allowed for executing the software within one month from date implementation.

(c)   Contract Period: The contract period shall be initially one year, which may be renewed year to year basis subject to satisfactory services provided by the successful bidder and the need of the Institute/ IIM Lucknow. The cost towards development/ customization of LMS modules will be paid one time. The increase in rate for AMC must not be more than the rate of inflation, declared by the GoI or other relevant agency.

(d)   Term of Delivery: The successful bidder shall have to provide the required software package within one month 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.

(e)   Payment Schedule The payment Schedule will be as follows:

Sr. No.	Description of services	Payment Terms
(i)	Towards development of software as per the scope of work mentioned in this NIT.	Full amount will be released within 30 days after the submission of the invoice with the following documents: 1. Valid e-invoice, if applicable 2. Successful bidder's undertaking stating that the awarded work has been completed as per the scope mentioned, necessary modifications have been made as per the requirement of the MDP Office and certifying that the software is providing the desired output/ mentioned in this NIT. 3. Testing certificate, jointly signed by the successful bidder and Officer I/c MDP or any other officer assigned by the IIM Lucknow. 4. Any other documents required as per law of the land. 5. Inspection note from the Officer I/c MDP.
(ii)	a) Annual Maintenance Contract (AMC) of the developed software including virtual support to the Institute and its team members b) Backend deployment costing towards Cloud Server and Database management services etc. c) Dedicated support team costing (onsite) d) Video streaming services	The payment will be released within 30 days on quarterly basis (after completion of the quarter) on submission of the following documents: 1. Valid e-invoice, if applicable 2. Inspection note with attendance of the onsite manpower from the Officer I/c MDP. 3. Any other documents required as per law of the land.

(f)   Penalties: The below mentioned penalties may be imposed on the successful bidder:

Sr. No.	Cause	Penalty
(i)	Delay in development of software as per the scope of work mentioned in this NIT.	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
(ii)	a) During the Annual Maintenance Contract (AMC) of the developed software including virtual support to the Institute and its team members, in case the issue reported by the IIM Lucknow is not attended / resolved b) Backend deployment costing towards Cloud Server and Database management services etc. c) Video streaming services	a) If not attended within 2 hours = Rs.1000/- for first instance thereafter the penalty amount will be increased by 25% b) If the issue reported by IIM Lucknow is not resolved within 24 hours a penalty of Rs.2,000/- (may be increased by 50% every 24 hours, if not resolved) may be imposed, if the justification provided for such delay by the vendor is not acceptable to IIM Lucknow.
(iii)	Dedicated support team costing (onsite)	a) For absenting without prior approval from IIM Lucknow a penalty of Rs.2000/- per day may be imposed b) For leave with prior sanction from IIM Lucknow, per day costing towards manpower may be deducted. c) For any instance of misconduct by the deployed manpower, a penalty up to Rs.5,000/- per such instance (the amount may vary depending on the gravity).
(iv)	Risk & Cost	In case the Successful Bidder 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.

(g) **Indemnification:** The Successful Bidder, 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

(i) Breach, misconduct, omissions, misrepresentation or

(ii) Negligence on the part of Successful Bidder 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.

(iii) Act detrimental to the interest and reputation of the Institute

(h) **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.

(i) **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.

(j) **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.

(k) **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.

(l) **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.

(m)   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.

(n)   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.

(o)   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)

S No.	Description	Response of the bidder
	Part-I	
S No.	**Description**	**Response of the bidder**
1.	Name of the Bidder	
2.	Name of the authorized person [who signs on the tender document]	
3.	E-mail address	
4.	Address of the Bidder	
5.	Address of the Bidder's head / branch office in Lucknow for local onsite support (submit supporting document such Rent Agreement / Electricity Bill / GST certificate showing Lucknow address etc.)	
6.	Phone / Mobile No.	
7.	GST No. (Attach a copy of certificate)	
8.	PAN No. of the firm/Company for Income Tax (attach a copy of PAN card)	
9.	The bidder must have at least 3 years of experience of similar nature of work involving more than 1000 students (Enclose the work order with completion/experience certificate)	
10.	The Bidder should have similar experience of working with any of the Institutes of national importance i.e. IIMs/IITs etc. (enclose supporting work order / agreement)	Name of Client (s): 1. 2. 3.
11.	The bidder must have a minimum average annual turnover of Rs.20,00,000/- for similar services provided during the last three years (2024-25, 2023-24 and 2022-23), along with relevant Certificates. (Please enclose an audited Balance-sheet or certificate from the Charted Accountant).	2024- 25:_____ 2023-24:_____ 2022-23:_____
12.	The Bidder must have the following certifications: (i) CMMI Level-3 or above, (ii) ISO 9001 and (iii) ISO 27001	Yes/ NO (i) CMMI Level-3 or above, _____ (ii) ISO 9001 and _____ (iii) ISO 27001 _____

	(Enclose copy of the certificate)	
13.	Does the software / solution developed by the Bidder is being offered against this Bid? (The third-party developed software will NOT be considered)	Yes / No If yes, enclose an undertaking on Bidder's letter head.
14.	Any criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm is not blacklisted by Central Government/ State Government/ PSU/any other Institutes.	Yes/ No (Enclose an undertaking on Bidder's letter head)
15.		a)
16.	Enclosed proof of deposited Earnest Money Deposit: A copy of NIFT/RTGS transaction of EMD amount Or Valid certificate for claiming exemption from deposit of EMD	Amount: _____ UTR No:_____ & Date:_____ OR Type of Certificate for exemption from deposit of EMD:_____ _____
17.	Enclosed Details as per Annexure-II	Yes/ No
18.	Enclosed signed & stamped of Integrity Pact (Annexure-III)	Yes/ No
19.	Enclosed signed & stamped of Tender document	Yes/ No

The undersigned hereby declares that s/he is authorized by the Bidder(company/firm) to sign and submit this bid. The undersigned agrees to all the terms and conditions mentioned in this NIT.

Further, it declared that the information provided above are true & complete and the submitted documents with this bid are genuine.

Further the undersigned understands that in case, it is found that the information provided above is false or misleading or the submitted document(s) is/are forged, the bid submitted by the undersigned will be technically disqualified, EMD may be forfeited and the undersigned's firm/company may be blacklisted for a period of 2 years.

(Signed & Stamp of the bidder)

Date:……………………………………..

FINANCIAL BID

(To be filled by the bidder)

(Only for Reference. Don't fill rate in this format. A separate excel sheet has been provided on the portal for filling rates and uploading)

Sr. No.	Type of customized Module/ Services	Charges to be quoted by the bidder in INR (Excluding GST)
1.	Programme Management (one time)	
2.	User Login and Management (one time)	
3.	Student Addition and Account Creation (one time)	
4.	Programme Scheduling (one time)	
5.	Learning Material Management (one time)	
6.	Secure Videos and Files in App (one time)	
7.	Student Feedback (one time)	
8.	Student Attendance (one time)	
9.	Assignment Module (one time)	
10.	Examination and Transcript (one time)	
11.	Microsoft Teams Integration for Recordings (quote rate for 1000 hours)	
12.	Annual Maintenance Charges for programs mentioned at sr. no. 1 to 11 above. (Per annum)	
13.	Dedicated Support Team (One skilled manpower (6 days a week and 9 hours a day) is required onsite at IIM L Campus)- (Per Annum)	
14.	Back-end Deployment Costing towards Cloud server, data base etc. as per defined scope (Per Annum)	
15.	Video Streaming Service (Quote for video storage of 2.5 TB)	
	Total Amount	

Note:

1. GST shall be extra payable. All other taxes shall be inclusive in rates.
2. The bidders are asked to quote rate for specific quantities based on our estimated usage and the L-1 will be derived based on the quoted rate for such quantity. The proportionate charges will be paid as per the actual usage.

(Sign & 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 mentioned in this NIT are acceptable to me/ us. I/We will abide by them in Letter and spirit.

e) That I/ We will install and deliver "Customized Learning Management System for MDP" within 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