# Indian Institute of Management Lucknow

**Name of the Work**

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

**NIT No. : IIML/PUR/ERP/01/2021-22    Date: 24/04/2021**

E-TENDER NOTICE

NOTICE INVITING TENDER

# NIT No. :  IIML/PUR/ERP/01/2021-22        Date: 24/04/2021

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

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

**BID INFORMATION SHEET**

| | |
|---|---|
| Document Description | Tender Document for providing Upgrade, Maintenance and Enhancement Solutions of PeopleSoft (Oracle) Applications used by IIM Lucknow |
| Last date & Time of Submission of Response to Tender Document | 17th May 2021 at 3:00 PM |
| PRE BID MEETING (DATE & TIME) | Date: 29th April 2021<br>Time:  11:00 AM<br>Through Google Meet on the link given below:<br>https://meet.google.com/day-bndk-xxg |
| Bid Opening (Venue, Date & Time) | Meeting Room (1st Floor), Samadhan Building, IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow – 226013<br>Date:18/05/2021<br>Time: 03:00 PM<br>Interested bidders may join the bid opening through Google Meet on the link given below:<br>https://meet.google.com/svp-kvge-vex |
| Bid Validity | 120 days from the date of opening of bids. |
| Designation, Address Tender Issuing Authority | Chief Administrative Officer<br>Indian Institute of Management,<br>Prabandh Nagar, IIM Road , Lucknow -226013 ,<br>Phone  :0522 –6696917/6929 |

# 1. Overview

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

- **PeopleSoft Finance Supply Chain Management (FSCM) 9.1**
- **PeopleSoft Human Capital Management (HCM) 9.1**
- **PeopleSoft Campus Solution (CS) 9.0**
- **PeopleSoft Applications Portal**

## 1.1 PeopleSoft Human Capital Management (HCM) 9.1

The major modules in production are:

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

## 1.2 PeopleSoft Finance Supply Chain Management (FSCM) 9.1

The major modules in production are:

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

- nVision Reports for accounts
- Purchase
- Inventory
- Assets
- Budgets

## 1.3 PeopleSoft Campus Solution (CS) 9.0

The major modules in production are:

- Student Administration
- Grade Book
- Student Self Service
- Student Financial

### 1.4 Custom People Tools based developed Bolt-On

The bolt-ons in production are:
- Medical Reimbursement
- LTC Claim and Settlement
- Loan Management
- Faculty Development Allowance Management
- MDP Finance
- MDP Administration
- MDP Guest House Bolt-On ( in progress)
- Payment Advice
- AMC Contracts Management
- Provident Fund Management
- Faculty Travel Management
- Complaint Management System

## 2.0 Scope of Work:

**2.1** The Annual Maintenance Contract will include support and enhancement of the following for FSCM, HCM, CS:
- All Modules in production
- All Reports (customized and standard)
- All Functionalities (customized and standard)
- All Interfaces (customized and standard)
- All Configurations (customized and standard)
- Providing User Operational Manual
- Providing User Training as and when required
- Major Enhancements to the existing modules to improve the work productivity
- The annual Maintenance Contract will include support and enhancement for FSCM, HCM, CS and People Application Portal and custom People Tools based developed Bolt-Ons

**2.2** Development/ Deployment and Maintenance of the following processes:

| S.No. | Existing Module Name | New Module/ process to be developed | Remark |
|---|---|---|---|
| 1 | Asset Management | Asset Depreciation Calculation and Report of Assets as GFR | Calculation of yearly depreciation on Assets as per the Institute Policy |
| 2 | Finance | Automatic Posting of Voucher | |
| | | GST Compliance | For timely filing of GST returns |
| 3 | | Creation of Sub-Ledger | For proper control over Accounts, Receivable and Accounts Payable |
| 4 | | Cash Flow Statement | To ascertain the application and source of cash  flow |
| 5 | | Budget Estimates | To have the concurrent comparisons of Actual with Budget estimates |

| 6 | New | Travel Booking | Complete online travel booking system (with advance settlements etc.) |
|---|-----|----------------|----------------------------------------------------------------------|
| 7 | New | Estate Management | Allotment of House & Inventory Allotment of Office and Inventory Rented Shops Bill processing etc. |
| 8 | New | Dispatch Management | Keeping/ Tracking records of incoming and outgoing correspondence and other dispatch related work |

**2.3**     Development of any other new requirement in future time to time or as and when required.

**2.4**     Upgrade the existing applications to the latest versions of PeopleTools (8.58 or latest) and PeopleSoft application versions to latest PUM Image
- **PeopleSoft FSCM 9.1 to PeopleSoft FSCM 9.2 (Latest PUM)**
- **PeopleSoft HCM 9.1 to PeopleSoft HCM 9.2 (Latest PUM)**
- **PeopleSoft CS 9.0 to PeopleSoft 9.2 (Latest PUM)**

**2.5**     Reduce 10% customization during PeopleSoft 9.2 upgrade by usage of latest PeopleTools features like DropZones, Page and Field Configuration, Event Mapping frameworks.

**2.6**     Analyze existing Bolt-On applications and adopt latest features of PeopleSoft 9.2 to wean away existing Bolt-On

**2.8**     In case the work is awarded to a vendor/ company other than the existing vendor, the knowledge transfer, handing over & taking over, transition etc shall be done within 4-6 weeks and no payment to the new vendor will be made during this transition period. The payment cycle / contract period will start after compete takeover from the existing vendor.

**2.7**     Audit of the implemented PeopleSoft ERP & suggest the industry best practices.

# 3.0 Support Activities required

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

## 3.2 Technical Support Activities
1. Resolve technical support issues or defects
2. Minor technical development to fix issues or defect
3. Technical defect fix in delivered or custom reports and interfaces
4. Support the customized objects
5. Break-fix

6. Technical - Product Vendor Follow-up
7. Performance Issues (Tuning)
8. Root cause analysis
9. Error detection and correction
10. Interfaces and Customizations issue fix

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

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

## 3.5 Backup Continuity and Disaster recovery
Setting of backup and disaster recovery process and ensure secured data backup

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

# 4.0 Detailed Scope of Work

Maintenance of PeopleSoft Application at IIM Lucknow would include:

| Activity | PeopleSoft Modules | Period |
|---|---|---|
| Functional and Technical Support | PeopleSoft HCM 9.1 (or upgraded) PeopleSoft FSCM 9.1 (or upgraded) PeopleSoft Campus Solutions 9.0 (or upgraded) Custom People Tools based developed Bolt-On | 3 years |
| Helping end-users in processing of any functionality | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| PUM Updates | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) | Once in a year, PUM Image Update for every application |

| | PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | |
|---|---|---|
| Application configuration | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Addition of features | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Development of new modules, customization, enhancements, reports or interfaces based on changes in policy by Regulator, Government or Industry.. | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Help in Generation of new reports | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Development of new modules, customization, enhancements, reports or interfaces based on changes in IIML processes and activities | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Business process Review by Subject matter experts | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |
| Setting of backup and disaster recovery process Ensure secured data backup | PeopleSoft HCM 9.1(or upgraded) PeopleSoft FSCM 9.1(or upgraded) PeopleSoft Campus Solutions 9.0(or upgraded) Custom People Tools based developed Bolt-On | As and when required within the 3 years |

| Financial Year Closure | PeopleSoft FSCM | Once a year |
|---|---|---|
| Payroll finalization | PeopleSoft HCM | Monthly if required |
| Term closure | PeopleSoft Campus Solutions | If required |

## 5.0 Service Level Agreement (SLA) metric for the AMC

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

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

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

## 6.0 Project Team composition

The following support is expected:

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

## 7.0 Details of the Project Team composition

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

i. Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.

ii. Experience as a Functional consultant (Configuration, design, fit gap analysis, testing, trouble shooting) in PeopleSoft Campus Solutions: Student Administration, Grade Book, Student Self Service

iii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.

iv. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL

v. Experienced in designing and troubleshooting existing bolt-ons (bespoke solutions)

b. **People Soft Human Capital Management**

i. Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.

ii. Experienced as a Global Payroll functional consultant in configuring earnings and deductions elements, pay-group determination, pay calendar run and finalization, off cycle payroll and trouble shooting

iii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.

iv. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL

v. Experienced in designing and troubleshooting existing bolt-ons (bespoke solutions)

c. **PeopleSoft Financials and Supply Chain Management**

i. Functional consultants as Qualified Chartered Accountants with 2-3 years of experience pertaining to PeopleSoft FSCM implementation and support or Functional consultants with at least 2-3 years of experience of PeopleSoft implementations in Education sector and at least 2 years of experience with Indian educational institutions.

ii. Experienced as a functional consultant in configuring, testing and troubleshooting for the following modules: Accounts Payable (AP), Accounts Receivable (AR), General Ledger (GL), Fixed Asset, Budget, Inventory, Expense, Procure to Pay (P2P) cycle, Order to Cash.

iii. Technical consultant with at least 2-3 years of PeopleSoft implementation and support experience. Experience in Education sector will be preferred.

iv. Experienced in People Tools, Application Engine, Component Interface, Integration Broker, XML publisher report, SQR, PeopleSoft Query, Knowledge in SQL

v. Experienced in designing and troubleshooting existing bolt-ons (bespoke solutions)

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

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

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

## 10.0 Bidders Pre-Qualification Criteria

| SNO | Description | Document required |
|---|---|---|
| 1 | Bidder should have executed at least 2 similar fresh setups/ AMC (HCM, FSCM, Campus and bolt-ons) for educational Institutes in India in last 3 years. | Documentary evidence of projects executed with customer contact details |
| 2 | Bidder should be a current certified implementation partner of the Oracle | Documentary evidence from Oracle. |
| 3 | Bidder should have at least 6 (six) Oracle certified development engineers. | Self-declaration of the list of engineers |
| 4 | The bidder must have at least one certified Oracle DBA | Self-declaration |
| 5 | The bidder must have at least one certified Linux Engineer | Self-declaration of the list of engineers |
| 6 | The bidder must have some expertise on Disaster Recovery and its Management | Documentary evidence of projects executed |
| 7 | Positive net worth for last three financial years | Copy of annual Report Indicating Positive net worth |
| 8 | GST/ PAN/ TAN/ Company Registration | Photocopy |
| 9 | Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Contact Numbers, Primary Business) | Documentary evidence |
| 10 | Bid Security Declaration | |
| 11 | On-site Support<br>• Full time deployment of one Engineer as per IIML working hours and time schedule<br>• On-site Technical Support/ Help<br>• Personal Training (As and when required)<br>• Knowledge transfer to user as and when required. | Self-Declared Acceptance Letter on Letter head |
| 12 | New modules development as per Point No. 2.2 | (Within maximum six months' time) |

| 13 | Tender document duly signed and stamped on each page | Tender Document |
|----|----|----|

## 11.0 Evaluation of the Technical Bid

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

## 12.0 Evaluation of the Financial Bid

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

The bidder quoting the lowest rate (L1) for a period of three years for "On-site Full Time One Engineer + Development /Support of new modules mentioned in point no. 2.2" will be given the offer.

However, based on decision of IIML authority after finalization of the tender, the work may be awarded for one of the following:

1. One-site Application Support (One fulltime Engineer) + Development / Support of new modules mentioned in point no. 2.2.
   OR
2. On-site Application Support with one Fulltime One Engineer
(Total cost will be considered as Cost + Tax)

## 13.0 Financial Bid Format

**Name of Bidder:**

| | | | | |
|----|----|----|----|----|
| PRICE SCHEDULE<br>Note : Lowest Bidder will be decided based on Total of rate quoted for 3 years<br>GST, as applicable, will be extra | | | | |
| NUMBER # | TEXT # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | BASIC RATE In **Figures** To be entered by the **Bidder** in **Rs.** P | TOTAL AMOUNT Without Taxes in **Rs.** P | TOTAL AMOUNT In Words |
| 1 | 2 | 13 | 53 | 55 |
| 1 | **On-site Application Support Cost with one fulltime engineer** | | | |
| 1.01 | **On-site Application Support Cost with one fulltime engineer** for 1st Year | | 0.00 | INR Zero Only |
| 1.02 | **On-site Application Support Cost with one fulltime engineer** for 2nd Year | | 0.00 | INR Zero Only |
| 1.03 | **On-site Application Support Cost with one fulltime engineer** for 3rd Year | | 0.00 | INR Zero Only |
| 2.01 | Development/* Support Cost of New Modules mentioned in Point No. 2.2 of the tender document<br>(Development charges shall be inclusive of AMC charges for newly developed part for a period of 2 ½ years) | | 0.00 | INR Zero Only |

| Total in Figures | | 0.00 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | |

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

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

## 15.0. Performance linked guarantee:

The successful bidder will deposit performance security deposit @ 10% of award of work order amount within 15 days of issuance of work order. Performance Security can be deposited in the form of DD/FDR/BG in favour of 'Indian Institute of Management, Lucknow' payable at Lucknow with a validity of 3 years plus 60 days. The EMD, if any, of successful tenderer can be adjusted into the performance security amount on request. No interest will be paid by IIM Lucknow on EMD & Security Deposit Amount. Performance Security will be refunded/returned to the successful bidder, after two months of completion of contract. Performance Security will be forfeited, if the firm fails to perform/abide by any of the terms or conditions of the tender document, work order and Agreement.

## 16.0. Contract Agreement:
Contract agreement in duplicate on non-judicial stamp paper of Rs. 100/- shall be executed before award of the purchase order to the successful tenderer. Until the final contract documents are prepared and executed, this tender document together with the annexed documents, modifications, deletions agreed upon by IIM Lucknow and the tenderer thereof shall constitute a binding contract between the successful tenderer and IIM Lucknow based on terms and conditions in the aforesaid documents and the finally submitted and accepted prices.

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

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

## 19.0   Bid submission process

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

2. No price should be mentioned in the Technical bid.
3. Technical Bid should be uploaded with all documents as mentioned in the Annexure 'A'

## 20.0 Disqualification

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

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

## 21.1 Conditions of the Tender

**Penalty Clause**:

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

**Note:**

Terms & Conditions are subject to change prior to the placement of the final purchase order.

Since IIM Lucknow is a premier national institution in management education, the bidder may quote academic/educational prices of AMC, software, hardware, equipment and educational software wherever applicable.

## 22.0 General

1. IIM Lucknow reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. Institute reserves the right for distributing the work among several vendors.
2. All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the tenderer.
3. Submission of 'Bid-Security Declaration Form (Format available at Annexure-C of this document) is compulsory along with bid. The security deposit for the successful tenderer shall be returned after 2 months of the completion / termination of the contract. The Security Deposit may be forfeited for any breach of the contract.
4. Proposals covering solutions for only one or a few modules of the total requirements are liable to be rejected.
5. The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason.
6. Employment of sub-contractors for the purpose of carrying out any part of the job or AMC maintenance of all or any part of the modules/functions is not acceptable.

7. All addendum / corrigendum will be published / uploaded on eProcurement Portal. The bidders are advised to visit the portal for any updates.
8. All correspondence will be through email/ updating on CPP (eProcurement portal) only. The bidders are required to clearly write their email id in the technical bid.

## 23.0 Validity of offer:

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

## 24.0 Acquaintance with site:

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

## 25.0 Liquidated Damages:

If a firm accepts an order and fails to execute the order in full or part, due to reasons solely attributed to the firm, as per the terms and conditions stipulated therein, it will be open to this Institute to recover liquidated damages from the firm at the rate 1 % of the value of the undelivered software services per month or part thereof, subject to a maximum of 5% of the value of the undelivered software services

## 26.0 Risk Purchase:

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

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

28. Dispute and Arbitration**:**
1   "All dispute are differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract for AMC or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM, Lucknow, who may appoint an arbitrator to adjudicate the same who should be unconnected with IIM, Lucknow.  The proceedings will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English".

2   All questions, disputes and/or differences arising under and out of, or in connection with the contract shall be subject to the territorial jurisdiction of Courts in Lucknow.

## 28.0 Termination:

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

## 29.0 Force Majeure:

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

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

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

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TECHNICAL BID

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

| 15 | The bidder must have some expertise on Disaster Recovery and its Management | YES/NO<br><br>(If Yes, Documentary evidence of projects executed must be enclose at Pg. No……………… of Technical bid) |
|----|----|----|
| 16 | Positive net worth for last three financial years | YES/NO<br><br>(If Yes, Copy of annual Report/CA certificate Indicating Positive net worth must be enclose at Pg. No……………… of Technical bid) |
| 17 | On-site Support<br><br>&bull; Full time deployment of Engineer as per IIML working hours and time schedule<br>&bull; On-site Technical Support/ Help<br>&bull; Personal Training (As and when required) | YES/NO<br><br>(If Yes, Self-Declared Acceptance Letter on Letter head must be enclosed at Pg. No……………… of Technical bid) |
| 18 | New modules development as per Point No. 2.2 | YES/NO<br><br>(Within maximum six months' time) |
| 19 | Tender document duly signed and stamped on each page | YES/NO<br><br>(If Yes, Mention Pg. No………-………. of Technical bid) |

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

Signature of the Bidder _____

Date: _____

| SNO | Description | Document required |
|---|---|---|
| 1 | Bidder should have executed at least 2 similar fresh setups/ AMC (HCM, FSCM, Campus and bolt-ons) for educational Institutes in India in last 3 years. | Documentary evidence of projects executed with customer contact details |
| 2 | Bidder should be a current certified implementation partner of the Oracle | Documentary evidence from Oracle. |
| 3 | Bidder should have at least 6 (six) Oracle certified development engineers. | Self-declaration of the list of engineers |
| 4 | The bidder must have at least one certified Oracle DBA | Self-declaration |
| 5 | The bidder must have at least one certified Linux engineer | Self-declaration of the list of engineers |
| 6 | The bidder must have some expertise on Disaster Recovery and its Management | Documentary evidence of projects executed |
| 7 | Positive net worth for last three financial years | Copy of annual Report Indicating Positive net worth |
| 8 | GST/ PAN/ TAN/ Company Registration | Photocopy |
| 9 | Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Contact Numbers, Primary Business) | Documentary evidence |
| 10 | Bid Security Declaration Form (Annexure-C) duly filled, signed and stamped | Duly filled, singed & stamped Annexure-C |
| 11 | On-site Support<br>• Full time deployment of Engineer as per IIML working hours and time schedule<br>• On-site Technical Support/ Help<br>• Personal Training (As and when required) | Self-Declared Acceptance Letter on Letter head |
| 12 | New modules development as per Point No. 2.2 | (Within maximum six months' time) |
| 13 | Tender document duly signed and stamped on each page | Tender Document |

# Financial Bid Format

## (For reference only)

| Name of Bidder: | | | | |
|---|---|---|---|---|
| **PRICE SCHEDULE** | | | | |
| **Note : Lowest Bidder will be decided based on Total of rate quoted for 3 years GST, as applicable, will be extra** | | | | |
| **NUMBER #** | **TEXT #** | **NUMBER #** | **NUMBER #** | **TEXT #** |
| SI. No. | Item Description | BASIC RATE In **Figures** To be entered by the **Bidder** in **Rs.    P** | TOTAL AMOUNT Without Taxes in **Rs.    P** | TOTAL AMOUNT In Words |
| 1 | 2 | 13 | 53 | 55 |
| 1.01 | **On-site Application Support Cost with one fulltime engineer** for 1st Year | | 0.00 | INR Zero Only |
| 1.02 | **On-site Application Support Cost with one fulltime engineer** for 2nd Year | | 0.00 | INR Zero Only |
| 1.03 | **On-site Application Support Cost with one fulltime engineer** for 3rd Year | | 0.00 | INR Zero Only |
| 2.01 | Development/* Support Cost of New Modules mentioned in Point No. 2.2 of the tender document (Development charges shall be inclusive of AMC charges for newly developed part for a period of 2 ½ years) | | 0.00 | INR Zero Only |
| **Total in Figures** | | | **0.00** | INR Zero Only |
| **Quoted Rate in Words** | | **INR Zero Only** | | |

**Bid Security Declaration Form**

\<on the Letterhead of the company\>

To,                                                                                                                    \<Date\>

The Chief Administrative Officer (CAO),
Indian Institute of Management Lucknow

Dear Sir,

I/We. The undersigned declare that: I/We understand that bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIML for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

    a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

    b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity:

        (i)     fail or reuse to execute the contract, if required, or

        (ii)    (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

    c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

    (i)     the receipt of your notification of the name of the successful Bidder; or

    (ii)    thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing he Bid Security Declaration)

 Duly authorized to sign the bid for an on behalf of
(insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)