



भारतीय प्रबन्ध संस्थान, लखनऊ  
**Indian Institute of Management Lucknow**

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**TENDER DOCUMENT**  
**for**  
**Annual Maintenance Contract**  
**of**  
**IIM Lucknow Website**

**ISSUED BY**  
Indian Institute of management,  
Prabandh Nagar, IIM Road,  
Lucknow, Uttar Pradesh, India  
Pin Code: 226013  
**Website: [www.iiml.ac.in](http://www.iiml.ac.in)**

**E-Tender Notice**

NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT OF IIM LUCKNOW WEBSITE

**IMPORTANT DETAILS****BID INFORMATION:**

Document Description	Tender for Annual Maintenance Contract of IIM Lucknow website
EMD	Rs. 30,000/- (Rupees Thirty Thousand only) (Must be submitted along with bid. MSME firms are exempted from EMD on submission of valid certificate. Bids without EMD will be summarily rejected.
Estimated Tender value for 3 years	Rs.15,00,000/-
Last date and time for submission of tender	29 <sup>th</sup> June 2022 upto 02:00 PM
Date and time for Opening of Technical Bid	30 <sup>th</sup> June 2022 upto 03:00 PM
Date and time for Opening of Financial Bid	Will be informed later to successful bidders only.
Bid Opening (Venue, Date & Time)	Purchase Section, Samadhan Building Indian Institute of Management Lucknow Prabandh Nagar, IIM Road, Lucknow - 226013
Bid Validity	120 days from the date of opening of bids.
Name, Designation, Address and other details of Tender inviting Authority	The Chief Administrative Officer Indian Institute of Management, Prabandh Nagar, IIM Road , Lucknow -226013 , Phone :0522 -6696917/6929

NIT No. - **IIML/AMC/Website/06/2022-23** date 08/06/2022. E-tenders are invited under two bid system (Technical Bid and Financial Bid) from reputed, experienced agencies for Annual Maintenance Contract of IIM Lucknow website. A free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in> and Institute website i.e. [www.iiml.ac.in](http://www.iiml.ac.in). Interested vendors/agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender document comprises of technical and financial bid may be downloaded on acceptance of terms and conditions. The technical and financial bid duly filled must be uploaded on E-Portal of Govt. site i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of submission as mentioned above. The credentials as listed below shall be uploaded online.

## **Tender for Annual Maintenance Contract of IIM Lucknow website**

### **1. INTRODUCTION**

Indian Institute of Management, Lucknow (hereinafter called "IIML") is an Autonomous body, under the control of the Ministry of Human Resource and Development (MHRD). One of the main objectives of the Institute is to impart High Quality Management Education by running Post Graduate Program in Management, Ph.D. Programs in Management, Working Executives Programs & Management Development Programs etc.

Presently IIML is hosting its website "www.iiml.ac.in", which was designed and developed in 2018. The website is developed on "Drupal 8" platform and containing approximately 250 static CMS based webpages and few dynamic modules using PHP and MySQL. The existing maintenance contract is expiring very soon, for which we are seeking an efficient vendor who can maintain it as per our scope of work and satisfaction.

IIM Lucknow's website is bi-lingual (Hindi and English), easy to use, and easy to search, navigate and visually appealing. The website has Web Content Management System (WCMS) and it support dynamic contents from a database. Website is compatible and interoperable with different browsers and platforms etc. It has the facility to update content by multiple users from anywhere, through browser based administrative module, using WYSIWYG editing tools, enabling non-technical users to create and edit content.

### **2. IMPORTANT FEATURES OF THE WEBSITE**

- i Website is responsive and work perfectly on all devices (Desktop, Laptop, Android, Windows, i-Pad, i-Phone, Smart Phone etc.)
- ii All the pages including home page are editable .
- iii Website is optimized and SEO (Search Engine Optimization) is done .
- iv Easy to Use Interface functionality to create events, BLOG, photo/ video gallery etc.
- v Website is social media enabled.
- vi Website follows Web Content Accessibility Guidelines (WCAG) as per GOI guidelines (GIGW) refer <http://guidelines.gov.in/> and yet to be certified by the standardization testing and Quality Certification (STQC) refer <http://meity.gov.in/content/stqc>.
- vii Collapsible Right-side Menu with Controls – option to make hide/ unhide sub-items as and when required .
- viii Backend performance optimization like DB structure, query optimization is already done. This will enhance end user experience in terms of fast load times and good mobile experience .
- ix Website is integrated with the IIML existing Intranet Portal .
- x Website is microsites compatible and is having payment gateway integration.
- xi Approval based content publishing.
- xii Menu Management – Ability to add, move, delete, modify menus on the site .
- xiii The website is SSL enabled and Certification is renewed on yearly basis. The website is security audited according to OWASP (Open Web Application Security Project) application security verification standard .
- xiv The Faculty page is a user-based profile creation. It is completely integrated with the A-Z faculty list and the Area-wise faculty list and their Menus . Faculty also get the access to edit their profile with their login credentials .
- xv The contents of the website are readable using Screen Access Reader Software to the Visually Impaired users .
- xvi For more details visit IIML website - [www.iiml.ac.in](http://www.iiml.ac.in)

### **3. ELIGIBILITY CRITERIA**

- a) GST Registration No of the bidder/ firm along with the PAN number allotted by the concerned authorities. (enclose copy of GST Registration & PAN card)
- b) The Bidder must have at least three years' web site development experience as well as must have completed three projects each costing not less than rupees six lakh of similar nature within the last three years for any large educational institution or international organization. (enclose work orders, including running contracts, with minimum order value of Rupees Six Lakh each).
- c) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices . A self-declaration Certificate should be enclosed (annexure-II).
- d) All the Bidders shall have to enter Integrity pact (Annexure-IV) with the procuring entity to abide by the integrity pact as per GFR rule no.175 as well as para 3.3 of Manual of Procurement of Goods 2017 and follow the code of integrity
- e) Copy of the Tender Document Duly signed and stamped on each and every page
- f) Details of adequate facilities and manpower (Technical staff) to ensure the necessary backend support to IIM Lucknow project during the AMC period (Minimum Five)
- g) Average Turnover of last three financial years should be more than 15 Lakhs.

### **4. SCOPE OF WORK**

- a) Website would be under maintenance/content updation support with 24 x 7 x 365 basis.
- b) Full website maintenance, which includes website hosting, web page creation, modification, updation etc.
- c) Website maintenance also includes disaster recovery related to Operating System and any other related software required to upkeep the website.
- d) Addition / Change payment gateway integration (as and when required).
- e) Integration/ Renewal of SSL certification and Auditing.
- f) Daily Full Website Backup/ restore and Backup sequence will be created on the IIML designated storage area (not on the Same Server).
- g) Under the preventive measure of IIML website, preparation of standby identical backup server with data synchronization.
- h) An onsite certified manpower for day to day website updation/ coordination is required on all working days (Monday to Saturday). Beyond working hours a facility of remote updation should be available.
- i) The manpower 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.
- j) Frequent change of the manpower 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 manpower be provided to IIM Lucknow on priority.
- k) The manpower shall do preventive and predictive maintenance of the entire Website
- l) Application periodically.
- m) Translate existing static webpages in Hindi and provision for translating any upcoming webpage updates.
- n) Full optimization/ customization etc. of IIML website in order to obtain and submit STQC certification to IIM Lucknow within first year of AMC.
- o) Existing dynamic pages will be fully maintained by the vendor and minor changes will be covered under this AMC.
- p) Major changes/ Additional Dynamic pages/ modules (if any) will be developed on payment basis and cost will be calculated based on "manpower charges per day" (quoted in the financial bid). The new developed modules will be automatically covered under AMC till the end of contract period.

## 5. AMC Handover/ Takeover and Knowledge Transfer

- i. Handover/ Takeover all Technical, Functional and Training Documents/ modules and coding.
- ii. Knowledge transfer.
- iii. Website Site Map walk through.
- iv. Critical customization and enhancement walk through.
- v. Overview of critical issues raised during the support period.
- vi. IT Infrastructure overview of static and dynamic pages
- vii. A Knowledge Transfer completion certificate will be submitted by the vendor mentioning "All modules (static/ dynamic or any other)/ password/ documents/ hardware/ knowledge/ coding etc. is understood by the vendor and he is ready to start the website AMC work.". This process will take place at least 15 days prior to start the work by new vendor and end of term of existing vendor. The knowledge transfer certificate submission date will be considered as date of start of AMC period.
- viii. Vendor shall be fully responsible for the proper maintenance of the IIML website within the contract period from the date of acceptance of the Job. The vendor shall rectify the malfunctioning of any modules for any reason, either onsite or offsite, at his own cost, if any.
- ix. IIM Lucknow reserves the right to enter into AMC agreement or reject any proposal for it without assigning any reason.
- x. The selected Vendor shall ensure website uptime for solution on 24\*7\*365 basis. In the case of any malfunctioning of the website application system, absence of manpower and delay in website updation will attract penalty as per following:

S.No.	Event	Resolution Time	Penalty
1	Website Updation-Critical	2 Hours	Rs. 500/- per hours beyond resolution time
	Website Updation-General	8 Hours	
2	Absence of Manpower	Each Day	Rs. 1000/- per day
3	Website Downtime (Any reason)	8 Hours	Rs. 500/- per hour (after resolution time)

## 6. Website Contents

- Static Pages : Please refer <https://www.iiml.ac.in> for existing pages and contents
- Dynamic Pages/ Modules: Following are the highlights of existing dynamic modules being used by various departments.

User Departments	Major Functionality
Admission Office	<p><b>Step:1:</b> Importing of shortlisted candidates, Ability to check result by candidates by entering their credentials, Application Form filling by Candidate, Application Form Details- Personal, Choice, Qualification, Experience, ABM,SM, Required Documents and Details, Ability to retrieve information filled in by candidates / Verifier / download in excel format, Verification of candidate details - Ability to check candidates uploaded documents and verification with comments/Remarks, Provision to verify the documents and enter Remarks, Verifier wise report, Ability to Generate / Download Interview Letters and Offer Letters, Marks uploading against the candidate etc.</p> <p><b>Step:2:</b> List of Selected Candidates for Interview, Importing of Selected Candidates Course – wise from Excel (Uploading), Ability to check result by</p>

	<p>candidates by entering their credentials, Ability to pay fees online through payment gateway for the selected Programme, Candidate may transfer the fee amount to another programme if he/she selected for that one, Provision for candidate to withdraw from the programme, Seat Matrix Details Programme wise / Category wise with Available Seats, Acceptance, Withdrawal, Vacant etc., List of Paid / Unpaid Candidates, List of Transferred Candidates, List of Withdraw Candidates, List of Withheld Candidates, List of Cross-category Candidates, List of Verified / Unverified Candidates, Provision to Enter Marks for ABM/SM, Payment Summary / Bank-wise / Date-wise / Programme Wise etc., User log report with user-id/date-time/IP address etc. with flush facility etc.</p>
EFPM Office	<p>Ability to Register by Candidates, Ability to Apply with upload Photograph / testimonials, Ability to fill the details of Letter of Recommendation, Payment of Fees, Payment Reports / Summary, Ability to shortlist candidates, Ability to get the profile of Selected Candidates / download in Excel format, Ability to generate Call Letters / Download Offer Letters, Ability to generate bulk report in the form of zip or pdf etc.</p>
FPM Office	<p>Ability to Register by Candidates, Ability to Apply with upload Photograph / testimonials, Ability to fill the details of Letter of Recommendation, Payment of Fees, Payment Reports / Summary, Ability to shortlist candidates, Ability to get the profile of Selected Candidates / download in Excel format, Ability to generate Call Letters / Download Offer Letters, Ability to generate bulk report in the form of zip or pdf etc.</p>
IPMX Office	<p>Ability to Register by Candidates, Ability to Apply with upload Photographs / testimonial, Payment of Fees, Payment Reports / Summary, Ability to shortlist candidates, Ability to get the profile of Selected Candidates / download in Excel Format, Ability to generate Call Letter / Download Offer Letters etc.</p>
WMP Office	<p>Ability to Register by Candidates, Ability to Apply with upload Photograph / testimonials, Ability to fill the details of Letter of Recommendation, Payment of Fees, Payment Reports / Summary, Ability to shortlist candidates, Ability to get the profile of Selected Candidates / download in Excel format, Ability to generate Call Letters / Download Offer Letters, Ability to generate bulk report in the form of zip or pdf etc.</p>
Careers/ Jobs	<p>List of All Candidates / Shortlisted Candidates / Rejected Candidates etc., Ability to generate Call Letters / Download Offer Letters, Payment of Fees, Payment Reports / Summary etc.</p>
MDP Office	<p>Programme run under MDP-Short Duration, Long Duration, Customized Programmes for Organizations, Online/Blended Learning Programmes, General Management Programme for Executives, Faculty Development Programme, Individual / Organization Registration, Fee Payment, Confirmation, Ability to generate bulk report in the form of zip or pdf, Long term Programme Application Form Submission and Registration &amp; Fee Payment, Long Term Programme Fee Installment, Creation of Programme Calendar, Creation of online Programme and Fee Structure, Ability to add/modify/delete programs and its MIS reports regarding payment, etc.</p>
Others	<p>Any other existing dynamic module</p>

## 7. Evaluation of Technical Bid

Only those bidders who will qualify all technical eligibility criteria shall be considered for the financial evaluation .

## 8. Evaluation of Financial Bid

Financial proposals of only those tenders who are technically qualified shall be opened on the date & time updated on CPP (eProcurement portal). The technically bidders, interested to attend the opening of Financial bid may visit IIM Lucknow. Financial bids will be evaluated based on lowest quoted price i.e. (Sum of AMC Charges of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year and STQC Certification charges and Manpower Per Day Charges). The bidder quoting the lowest rates, will awarded the contract initially for a period of one year, which may be extended for another 2 years on yearly basis (1+1) based on performance of the successful bidder.

## 9. TERMS AND CONDITIONS

### i) Earnest Deposit Money:

Bidders are required to deposit an amount mentioned on first page of the tender document. Towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

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

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

### ii) Security Deposit:

The successful bidder will be required to submit Security Deposit of 10% of total work order value in form of Demand Draft/Performance Bank Guarantee/Fixed Deposit Receipt in favor of 'Indian Institute of Management Lucknow' within 15 days from date of issue of work order/ LOI. PBG/FDR shall be valid for a period of 39 months. The Security Deposit of the tenderer may be forfeited by IIML without prejudice to any other rights or remedies under the following circumstances: -

- (a) If, after acceptance of the tender, the tenderer fails to take up the job
- (b) If, the successful tenderer fails to sign the contract in accordance with terms and conditions of the contract.

This security deposit will be released/returned after 60 days of the successful completion of the contract after making deduction towards any fault of the contractor for which deduction was not made from the invoice raised during the contract period.

### iii) Contract Period:

iv) The contract will be awarded to the successful bidder initially for a period of one year, which may be extended for another 2 years on yearly basis (1+1) based on performance of the successful bidder. The contract may be terminated by either party (IIM Lucknow or Successful bidder) by serving a notice of 3 months in writing. However, in case of the unsatisfactory performance of the successful bidder/ vendor, IIM Lucknow reserves the right to terminate the contract without any notice.

### v) Pricing (Annexure-III) :

- The prices are to be quoted as per the format of financial tender document only.
- Quote only for the work specified in the tender . No changes in the design/ development or deviation from the tender documents will be permitted .

vi) **Payment Terms :**

- Website AMC payment will be released on the successful completion of each Quarter.
- Payment after submission of Certification by the Standardization Testing and Quality Certification (STQC) during first year of AMC. Failing which attract the penalty of Rs. 10,000/- per month till the date of submission of STQC. This penalty amount will be deducted from the AMC charges.
- Additional Dynamic development charges will be paid after successful implementation of the module and signed satisfactory certificate from the concerned user/ department.

vii) **Procurement Rights :**

- IIM Lucknow reserves the right to conclude the purchase with entire or partial bill website design & development as mentioned in the price schedule .

viii) **Late Bids**

- Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained .

ix) **Disqualification**

- Proposal not submitted in accordance with the document .
  - (a) During Validity of the proposal, or its extended period, if any, the bidder increases his quoted prices .
  - (b) Proposal is received in incomplete form .
  - (c) Proposal is received after due date and time .
  - (d) Proposal is not accompanied by all requisite documents .
  - (e) Information submitted in the tender proposal is found to be misrepresented, incorrect or false accidentally, unwillingly 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 .

x) **Notice and agreement:**

The successful bidder / contractor will be required to execute an agreement on non-judicial stamp paper of Rs.100/- (cost to be borne by the contractor) within 15 days from date of issue of work order/ LOI. The contract may be terminated by either party with an advance notice of 3 months. However, in case the performance of successful bidder/ contractor is not satisfactory, IIM Lucknow reserves the right to terminate the contract without any notice. 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) within 30 days from the date of award of the contract for Annual Maintenance Contract of IIM Lucknow website.

xi) **IIM Lucknow' s right to terminate the process**

- a. IIM Lucknow may terminate the tender process at any time and without assigning any reason . IIM Lucknow makes no commitments, expressed or implied that the process will result in a business transaction with anyone .
- b. This tender does not constitute an offer by IIM Lucknow . The bidder' s participation in this process may result in IIM Lucknow selecting the bidder to engage in further discussion and negotiations onwards execution of a contract, if necessary . The commencement of such negotiation does not, however, signify a commitment by IIM Lucknow to execute a contract or to negotiations . IIM Lucknow may terminate negotiations at any time without assigning any reasons .

xii) **Disclaimer Clause:**

IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set in the RFP 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.

xiii) **Force Majeure Clause:**

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

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

xiv) **DISPUTEMENT SETTLEMENT AND APPOINTMENT OF ARBITRATOR**

All dispute or differences whatsoever arising between the parties out of or relating to the work and the resulting agreement or the breach thereof that cannot be setting by good faith and negotiations between the parties within 60 days of the commencement of negotiation shall be settled by referring the dispute to The Director, IIM Lucknow, who may either himself decide the dispute as Arbitrator or appoint some other person as arbitrator to adjudicate the same, who shall be unconnected with IIM Lucknow. The proceedings will be governed by the provisions of the Arbitration & Conflation Act 1996.

By consent of parties the jurisdiction of all other courts are exculpated and the court at Lucknow alone shall have jurisdiction. The language of Arbitration shall be English. The venue of Arbitration proceedings shall be Lucknow as the case may be.

**TECHNICAL ELIGIBILITY CRITERIA  
(TECHNICAL BID FORMAT)**

The bidder must submit fill & sign this format and provide the following information with supporting documents:

Sl. No.	Particulars	Document Reference / Compliance
1	Name of the Firm/Bidder	
	a) Address for correspondence	
	b) Name of the contact person	
	c) Email Id & Contact number	
2	Year of Establishment/incorporation (Certificate to be attached)	
3	PAN (attach copy of PAN card)	
4	GSTIN No (GSTN Registration Certificate).	
5.	Details of EMD or certificate uploaded for exemption from EMD (such as valid MSME )	Amount Rs. _____ UTR No. _____ Date of Transaction: _____ OR
6	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices. A self-declaration Certificate should be enclosed. (Annexure-II)	
7	Copy of the Tender Document Duly signed and stamped on each and every page	
8	Proof of adequate facilities and manpower (Technical staff) to ensure the necessary backend support to IIM Lucknow project during the AMC period. (Minimum Five manpowers)	
9.	The Bidder must have at least three years' web site development experience as well as must have completed three projects (each costing not less than rupees six lakh) of similar nature within the last three years for any large educational institution or international organization. (enclose work orders,	

	including running contracts, with minimum order value of Rupees Six Lakh each).	
10.	Submit Proof of Average Turnover of last three Financial Years (2018-19, 2019-20 & 2020-21) which should be more than 15 Lakhs.	FY 2018-19: Rs. _____ FY 2019-20: Rs. _____ FY 2020-21: Rs. _____
11.	Enclose filled & signed Integrity Pact (Annexure-IV). Non-submission of this will result in technical disqualification of the bid	Yes / No
11	ISO Certificate (if any)	

It is declared that the information provided above and the supporting documents submitted against our above claims are complete & true to the best of my/our knowledge & belief.

(Signature & Seal of the Bidder)

SELF DECLARATION OF BIDDER  
(On letter head of the bidder)  
(To be enclosed with Technical Bid)

- 1 I/We have fully understood the 'TERMS & CONDITIONS' containing paras/points as well as Terms and Conditions specified at PART 'A' (Technical Bid) & PART 'B' (Financial Bid) with the bid documents, which are submitted herewith duly signed by me/us on all pages in token of having accepted the same in TOTO and I/We have made my/our offer keeping in view of the terms and conditions.
- 2 Further we declare that I/we have never been blacklisted / debarred by any government / PSU / Autonomous Organization.
- 3 It is further declared that all information provided in the bid submitted by the undersigned in complete and true and it is understood that in case any information is found to be false / misleading / undisclosed at any stage of the tender, appropriate action against such bidder will be taken by IIM Lucknow, which may include technical disqualification of the bid, forfeiture of EMD/Security deposit, blacklisting of the bidder's firm for a period of 2 years etc.

Signature of bidder/representative  
With complete address

Place:  
Dated:

**FINANCIAL BID FORMAT (for reference only)**

*(Note : This format has been provided only for reference. The bidder must NOT disclose rates in technical bid. Mentioning/ disclosing rates in the technical bid will result in technical disqualification. For quoting rates, a separate excel sheet has been provided with this NIT on eProcurement portal. The same shall be used by all bidders as per instructions provided on eProcurement portal. For any technical problem, customer care CPP (eProcurement portal) of NIC may be contacted)*

Company / Bidder Name : \_\_\_\_\_

Name & Designation : \_\_\_\_\_

Sl. No.	Item Description	Amount (Rs.)	GST (Rs.)	Total (Rs.)
1	Annual Maintenance Contract of IIML existing website with Onsite manpower as per Scope of work of tender document.			
	1 <sup>st</sup> Year			
	2 <sup>nd</sup> Year			
	3 <sup>rd</sup> Year			
2	Obtain Certification by the standardization testing and Quality Certification (STQC) within the first year of AMC			
3.	Manpower charges (Rs. Per day) for developing any additional dynamic functionalities (if required) (including Software Developer/ Web Designer/ Database Administrator/ Tester etc.) including AMC during Contract Period			
	<b>Total amount for sr. nos. 1, 2 &amp; 3 (Rs.)</b>			
	<b>(In Words)</b>			

**PLEASE DO NOT FILL THIS FINANCIAL BID FORMAT. A SEPARATE BOQ IS UPLOADED ON EPROCURE WEBSITE ALONG WITH THIS TENDER FOR QUOTING RATES.**

Date: \_\_\_\_\_

(Company Seal)



**INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW**

Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

**Integrity Pact for Tender Document No. ....**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202\_ at \_\_\_\_\_, India.

**BETWEEN**

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

AND

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

**PREAMBLE**

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

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

**Section 1 - Commitments of the 'The Principal'**

1. 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal shall exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

**Section 2 - Commitments of the 'Bidder/ Contractor'**

1. The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous transgression**

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

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

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

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

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

#### **Section 8 - Independent External Monitor**

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

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring organization.

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Lucknow.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
7. For and on behalf of the Principal

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

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

Witness 1:  
  
(Name & Address)

Witness 2:  
  
(Name & Address)

*NOTE: If the bidder the bidder has submitted a filled and signed 'Integrity Form', and the bidder is declared as 'Technically Qualified', this will be assumed that this form has been signed by the authorized Officer, IIM Lucknow.*