
 Government eProcurement System		eProcurement System Government of India		
Tender Details				
			Date : 02-Jan-2024 05:32 PM	
			 Print	
Basic Details				
Organisation Chain	Indian Institute of Management Sirmaur			
Tender Reference Number	IIMS/PUR/Empanelment Marketing Partner/17/2023-24			
Tender ID	2024_IIMS_788393_1	Withdrawal Allowed	Yes	
Tender Type	Open Tender	Form of contract	Empanelment	
Tender Category	Services	No. of Covers	1	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	
Payment Instruments		Cover Details, No. Of Covers - 1		
Offline	S.No	Instrument Type	Cover No	
	1	Bank Guarantee		
	2	Demand Draft		
	3	R-T-G-S		
	4	NEFT		
			Cover	
			Document Type	
			Description	
	1	Fee/PreQual/Technical/Finance	.pdf	EMD, Certificate of MSME NSIC, Firm Registration Certificate, PAN registration, GST registration
			.pdf	Self-declaration as per the Annexure-II, Declaration/affidavit about non blacklisting
			.pdf	Bid Forwarding Letter Annexure III, Average Annual Turnover duly certified by CA on letterhead.
			.pdf	Details of IT Platform, LMS, Online examination proctoring software, requisite licenses
			.pdf	Details of IT Security, Operational Experience of 3 years, clear rights/title to technology
			.pdf	Details of qualified human resources available, Testimonials, order completion certificates of 3 yrs
			.pdf	Duly signed and stamped each page of tender document, requisite

licenses, other documents if any.

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	10,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	The Director, IIM Sirmaur	EMD Payable At	Paonta Sahib, District Sirmaur, H.P. 173025

[Click to view modification history](#)

Work / Item(s)

Title	Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh				
Work Description	Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh				
Pre Qualification Details	As per tender document				
Independent External Monitor/Remarks	Central Purchase Committee IIM Sirmaur				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	Vendor Empanelment for Marketing Partner
Contract Type	Empanelment	Bid Validity(Days)	180	Period Of Work (Days)	730
Location	IIM Sirmaur, Paonta Sahib, H.P	Pincode	173025	Pre Bid Meeting Place	Virtual Meeting at Conference Hall, IIM Sirmaur
Pre Bid Meeting Address	Conference Hall, IIM Sirmaur, Paonta Sahib, H.P.	Pre Bid Meeting Date	05-Jan-2024 03:30 PM	Bid Opening Place	IIM Sirmaur, Paonta Sahib, H.P
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	02-Jan-2024 06:00 PM	Bid Opening Date	18-Jan-2024 03:30 PM
Document Download / Sale Start Date	02-Jan-2024 06:00 PM	Document Download / Sale End Date	17-Jan-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	02-Jan-2024 06:00 PM	Bid Submission End Date	17-Jan-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh	322.58

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT.pdf	Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh	306.09

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	akdas@iimsirmaur.ac.in	Amiya Das	AMIYA KUMAR DAS
2.	gurmeet.kaur@iimsirmaur.ac.in	Gurmeet Kaur	Gurmeet Kaur
3.	ao_personnel@iimsirmaur.ac.in	HUKAM CHAND	Hukam Chand

GeMARPTS Details

GeMARPTS ID	FOQBXOBGB90I
Description	Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes
Report Initiated On	02-Jan-2024
Valid Until	01-Feb-2024

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	NIL	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Senior Consultant (Administration)
Address	IIM Sirmaur, Paonta Sahib, H.P.

Tender Creator Details

Created By	HUKAM CHAND
Designation	Administrative Officer
Created Date	02-Jan-2024 05:14 PM



IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

(An Autonomous body under the aegis of the Ministry of Education, Govt. of India)

**Tender No.: IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated
02.01.2024**

**Notice Inviting Tender for Empanelment of Marketing
Partner and other related services for MDP Online and
Offline Programmes at IIM Sirmaur, Paonta Sahib,
Himachal Pradesh**

Purchase Office
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib, Sirmaur – 173025
Ph: +91 1704-277 303
Website: <https://www.iimsirmaur.ac.in>



1. INTRODUCTION:

The Indian Institute of Management Sirmaur (HP) is an Institute of National importance under the aegis of the Ministry of Education, Government of India, aimed at providing high-quality management education and promoting allied areas of knowledge and interdisciplinary studies.

Management Development Programmes (MDPs) offered by the Indian Institute of Management Sirmaur (IIM) are specialized training initiatives designed to enhance the skills, knowledge, and capabilities of professionals across various industries and sectors. These programmes cater to individuals in leadership, managerial, and executive roles who seek to refine their competencies, stay updated with industry trends, and address the dynamic challenges of the business world.

IIM Sirmaur is focused on engaging and collaborating with organizations from the corporate sector, PSUs, and government organizations, including partnership firms. The Institute's objective is to enable leaders, managers, and executives to enhance their knowledge, skills, and capabilities through participation in our Management Development Programmes (MDPs). This programmes aims to help participants be better equipped to perform effectively in their current roles and to take up greater challenges as they progress through various stages in their careers.

2. ABOUT MANAGEMENT DEVELOPMENT PROGRAMMES (MDPs):

Management Development Programmes (MDPs) at IIMs are designed for working professionals to enhance their managerial skills and stay updated with the latest industry trends. These programmes typically cover a wide range of topics such as leadership, strategic management, finance, marketing, human resources, and much more.

Towards achieving these objectives, IIM Sirmaur offers three types of programmes:

- a. In campus Management Development Programmes (MDPs)
- b. Online Management Development Programmes (MDPs) with online platform of IIM.
- c. Online Management Development Programmes (MDPs) on Online Platform of partner

3. NOTICE INVITING TENDER:

Online Bids are invited under a Two Stage bidding system for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh as per the schedule mentioned below: -

Tender No. & Date	IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated 02.01.2024	
Description of Tender	Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh.	
Period of Contract	Initially for a period of two years which may be extended for one more year on same rates, terms & conditions.	
EMD Value (Rs.)	Rs.10,000/- (Rupees Ten Thousand only)	
Tender Publish Date & Time	02.01.2024	06:00 P.M



Tender Download Date & Time	02.01.2024	06:00 P.M
Pre-bid Meeting Date & Time	Pre-bid meeting would be held online on 05.01.2024 at 03:30 PM. The prospective bidder may submit their request for pre-bid meeting through email to purchaseoffice@iimsirmaur.ac.in with subject line: "Pre-Bid Meeting for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur" by 05.01.2024 up to 01:00 PM. Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website www.iimsirmaur.ac.in .	
Bid Submission Start Date & Time	02.01.2024	06:00 P.M
Bid Submission close Date & Time	17.01.2024	03:00 P.M
Opening of e-Technical bid	18.01.2024	03:30 P.M
Performance Security	Rs. 1,00,000/- (Rupees One Lakh only)	
Contact Person	Senior Consultant (Administration), Indian Institute of Management Sirmaur, Rampur Ghat, Paonta Sahib, Sirmaur, H.P. 173025. Email Id:- sc@iimsirmaur.ac.in , purchaseoffice@iimsirmaur.ac.in Contact No. 01704-277321	

Pre-Bid Meeting: An online pre-bid meeting will be held on 05.01.2024. Bidders who wish to participate in the pre-bid meeting may forward their queries in advance i.e. before the pre-bid meeting date to sc@iimsirmaur.ac.in with the subject line "Pre-Bid Meeting for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur" and furnishing the mail ID on which the meeting link is to be forwarded.

4. **PREAMBLE:**

- a. Indian Institute of Management Sirmaur belongs to the prestigious IIM family of business schools. It is a third generation IIM, set up by the Government of India in September 2015. The Indian Institutes of Management Act, 2017 declares IIMs as Institutions of National Importance, empowered to attain standards of global excellence in management education, management research, and allied areas of knowledge.
- b. The Institute has established itself as a name to reckon with among the IIMs. Along with the flagship MBA Programmes, the Institute has been successfully conducting programmes for working/experienced professionals and middle/senior functionaries in the government and corporate (public and private) sectors. It has emerged as a sought-after source and a popular destination for post-experience learning.
- c. The programmes offered by the Institute are tailor-made, custom-designed Management Development Programmes (MDPs) for experienced professionals working in the government and the industry; and Faculty Development



Programmes (FDPs) targeted at faculty and academic administrators. These two categories of programmes aim to broaden the horizon of participants, strengthen their knowledge and skills, and prepare them to be better managers, leaders, entrepreneurs, teachers, researchers, and academic administrators, as the case may be.

- d. Management Development Programmes (MDPs) are being offered in online and offline (on- campus).
- e. Typical programmes offered are:
- f. Management Development Programmes (MDPs)
- g. Faculty Development Programmes (FDPs)
- h. The programmes are function/ domain focused or a judicious blend of them, encompassing areas such as Decision Sciences, Economics & Business Environment, Entrepreneurship, Finance & Accounting, Information Systems, Digital Transformation, Analytics, Management Communication, Marketing, Organization Behavior and Human Resource Management, Production & Operations Management, Public Policy, and Strategy.
- i. The Institute is planning to expand its footprint in the MDP space in a big way. It is towards this end that the Institute is looking forward to tying up with competent service providers who have robust business, financial, and technical strengths and who have proven experience in marketing the MDPs of the kind described above.

5. GENERAL INSTRUCTIONS TO THE BIDDERS

- a. IIMS reserves the right to amend or cancel this Invitation for Tender (in whole or in part) and/or invite tenders a fresh with or without amendments, without incurring any liability for such action, and without assigning any reason. Information provided at this stage is indicative, and IIMS reserves the right to amend/add details in the tender document under due notification to the Bidders on its website only as corrigendum.
- b. Bids received after the last date and time as mentioned herein shall be rejected. IIMS is not responsible for any delays in the submission of the Bids.
- c. Bidders are advised to frequently check the said section of the website for updates (if any).

6. SCOPE OF WORK

The objective of this tender is to empanel competent agency for providing services as explained in detailed scope of work mentioned below: The Scope of work and services enumerated below are indicative and may not be exhaustive.

The parties are expected to undertake the following:

For All Programmes:

- a. The bidder must submit the Marketing and Promotional plan for each programme well in advance for IIM SIRMAUR approval. Bidder must do the marketing as per approved Marketing plan.
- b. The Service Provider will provide marketing and promotional services in respect of the awarded programme(s) and should acquire a minimum number of students for each programme as per the direction given by the Programme Directors.



- c. The cost of all marketing, promotional and coordination activities, including advertisements, shall be borne by the Service Provider. All such marketing and promotional materials used by the Service Provider needs to be consulted.
- d. The Service Provider would be using its technology platform to support IIM SIRMAUR in promoting e-Learning programmes through various websites either owned by the service provider or on websites that have partnership with the service provider or through other social media platform.
- e. To carry out an appropriate marketing activity, it is expected that bidder should have expertise in conceptualizing, designing, and creating digital marketing strategies and campaigns on various platforms like (LinkedIn, Facebook, Twitter, YouTube, Instagram etc.)
- f. The organization should have a dedicated team headed by an Account Executive, a fully charted out operational plan for the campaign ensuring maximum reach out to the target group, support for design of marketing strategies besides, an updated current database for mailing and call contact.
- g. The Service Provider is expected to have direct relationships with various sources, over the course of its development, which may be harnessed for the marketing of various IIM SIRMAUR MDPs.
- h. The organization should also provide the key metrics like number of hits, number of impressions, No. of posts, no. of inbound links, no. of shares, no. of comments, percentage conversion etc. on an on-going basis, for the validation of the campaign plan. The service provider shall provide weekly performance report reports to IIM SIRMAUR.
- i. During marketing of IIM SIRMAUR MDP Programmes, requests/enquiries are likely from its clients and potential clients for customized / regular programmes. All such queries/requests would have to be diligently passed on in quick time to the nominated Executive of IIM SIRMAUR.
- j. On receipt of the work order, the bidder will start planning for finalizing the Programme Description Sheet [PDS] in coordination with the concerned Programme Director. The Programme Description Sheet [PDS] shall become part of the contract document.
- k. The Service Provider shall submit a separate Programme Description sheet [PDS] and agreed upon in writing prior to the Programme launch. PDS shall include all details of the programme covering Programme Name, duration, Brief contents, minimum number of participants, certification, student facilities, selection process, fee structures, timings, penalties for deficiencies in service etc.
- l. At the beginning of each programme Bidder must comply the minimum number of participants for each programme as agreed in Programme Description Sheet [PDS] failure to which shall attract penalty as specify in PDS.
- m. In case of registrations of participants below the numbers (applicants who meet the criteria for selection as decided by IIM SIRMAUR) as indicated in the Programme Description Sheet, IIM SIRMAUR reserves the right to cancel, postpone the programme, or take any other suitable action.
- n. The activities expected to be performed cover the various stages of end-to-end marketing including but not limited to: Electronic data mailing, social media marketing, digital marketing etc.
- o. Demand generation and follow- up.
- p. The bidder is expected to facilitate the minimum number enrolment of various programmes.
- q. Produce Creative and Display advertisements for Social Media.
- r. To provide end-to-end Go to market strategy for acquiring participants for Executive Education Programme (EEP), IIM SIRMAUR Executive Education



Programmes.

- s. Digital and Social Media Marketing: The bidder, after taking approval of IIM SIRMAUR must formulate a result-oriented comprehensive social media promotion strategy on the social media websites. Webinars Developing and Hosting Micro Website for Lead Generation. The bidder is responsible to conduct a webinar as and when the faculty chair/s of the programme request. The micro-website of the programme related information is for the lead generation.
- t. Weekly MIS and Lead Dashboard sharing.
- u. Managing the examination process (for online MDP on partner platform)
- v. To provide state of the art learning management system that would be accessible to all faculty of IIM SIRMAUR.

Providing of Technology Platform (For online MDP on partner's platform) and Marketing support: -

- a. IIM SIRMAUR would like to engage the services of an appropriate service provider, to provide IIM SIRMAUR MDPs to be delivered to participants using multimedia based online education using contemporary technology or campus based MDPs as mentioned in point No 2.
- b. IIM SIRMAUR expects the service provider to provide technology support, participant enrolment, development of marketing materials, aid in internet-based delivery, and participant management services including brochure designing, enrolment, attendance management services to all the participants enrolled (For online MDP on partner's platform)

7. INSTRUCTION FOR PREPARATION & SUBMISSION OF ONLINE BIDS:

- a) This tender document will be published & available on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- b) Technical bid should be submitted in PDF format only.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and in general the documents are to be uploaded in the PDF formats. Bid documents may be scanned with 100 dpi with Colour/black and white option.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) Kindly upload scanned PDFs of all relevant documents in a single PDF file as per Technical Bid Cover requirement.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
- h) Bidder should log into the portal well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for non-submission of bids in time or any delay due to other issues.



- i) The technical bids should be submitted online through CPP portal <http://eprocure.gov.in/eprocure/app> in original only.

8. REGISTRATION:

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on CPP Portal is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS/ nCode/ eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

9. SEARCHING FOR TENDER DOCUMENT:

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID Organization name, location, date, value, etc. There is also an option of advanced search for tenders wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.
- (i) Technical Bid: The bidders have to submit all the requisite documents along with the checklist at Annexure-V.
- (ii) Financial Bid information SHOULD NOT be mentioned anywhere in the Technical Bid. Any breach will result in the rejection of the Bid.
- (iii) Financial Bid – Only the bidders who are shortlisted based on technical qualification and empaneled shall be asked to submit the financial bids as and when the institute decides to run an executive education program.**

(iv) REJECTION OF BIDS



- a. **Technical Bids having any Financial Bid information, included/stated therein, advertently, or inadvertently, will lead to disqualification of the Bidder and the Bid submitted will be rejected summarily.**
- b. IIMS reserves the right to reject any or all the Bids either in part or in full, without any reason and without incurring any liability, whatsoever. IIMS also reserves the right to accept or reject any, some or all Bids received by it without having to disclose the reason therefor, with the Bidders. IIMS may also modify, withdraw, or cancel the tender either in part or in full, at its sole discretion. Undertaking should be submitted stating that no claim will be made if the bid is rejected.

10. ELIGIBILITY CRITERIA

- a. The Bidder should have operational experience for at least three years as on the date of last technical bid submission, (copies of work orders, completion certificates from the earlier clients for similar work should be submitted).
- b. The Bidder should be able to establish clear rights / title to the technology. Proof should be attached.
- c. The Bidder should have requisite licenses from the appropriate governmental regulatory body. The copy of License should be attached.
- d. The Bidder should have proven capability of providing online education either on broadband technology or other modes of communication facilities in terrestrial and /or non-terrestrial mode. Orders executed during the last three years along with completion certificates (Installation and commissioning) from the client should be attached.
- e. The bidder should have had annual average turnover (including the group) for the preceding three financial years (2020-21,2021-22 & 2022-23) of at least **Rs. 20 Lakhs** duly certified by the chartered accountant on his/her letter head. In case of group financial statements, certificate from the Chartered Accountant should be provided as an evidence that your company is authorized to participate in the bid.
- f. Details of IT Platform, LMS, Online examination proctoring software, etc. that are available and (to be) deployed for catering to IIMS.
- g. Details of IT Security for safe and successful conduct of programs.
- h. Details of qualified human resources available to support the smooth and successful conduct of programmes.
- i. Testimonials from clients (preferably IIMs)

11. BID OPENING AND EVALUATION CRITERIA

- a. Technical Bids will be opened on the date and time mentioned in the Notice Inviting Tender, in the presence of Bidders or their representatives, who desire so to be present physically/virtual mode. Bidders or their representatives willing to attend the Technical Bid opening should intimate in advance by email regarding willingness to attend the technical bid opening process clearly specifying the name, designation, and Aadhar No. of the person being nominated to be present.
- b. Technical Bids will be evaluated first, to obtain a Technical Score as under:



Evaluation Criteria for Technical Bid

Sr. No	Description	Maximum Marks
1.	Prior experience in the domain	1 to 3 Years = 5 Marks Above 03 – 05 Years = 7.5 Marks Above 05 years = 10 Marks
2.	Strength of database (Presentation component)	10 Marks
3.	Quality of marketing plan suggested for marketing by IIM Sirmaur (Presentation component)	10 Marks
4.	Evidence of performance of data-base marketing, online marketing, digital marketing, social media marketing, offline (face-to-face) marketing, B2B marketing etc.	10 Marks
5.	Organization strength to undertake the task	10 Marks
6.	Special strategies for sectoral and special interest programmes / Weightage for previous / Current clients of the vendor	10 Marks
Maximum total score		60 Marks

Cut-off Marks for Qualifying: Bidders securing a **minimum of 36 marks** in the Technical Evaluation only will be considered as 'Technically Qualified'. From such technically qualified bids, five firms will be empaneled on the basis of marks secured in the technical bid.

12. **EXECUTION OF AGREEMENT**

- (a) The Bidders selected/empaneled will be communicated through a formal letter.
- (b) The Bidders shall be required to execute a Contract (as per the format to be prescribed by the Institute) within a week from the date of issue of such communication. Failure to do so shall lead to disqualification of the Bidder.
- (c) After selection, Bidders failing to launch programmes as per the prescribed dates of the Institute, will lead to penal action, including cancellation of the Programme Work Order(s) and/or termination of the Contract. Also, if decided by the Competent Authority of IIM Sirmaur, the firm/company may have blacklisted accordingly.

13. **PERFORMANCE SECURITY**

Guaranteeing due performance under the Contract, Performance Security shall be furnished by the EA (Engaged Agency) for a sum of Rs. 01.00 Lakh (Rupees One



Lakh only) in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank (acceptable to the Institute), within 15 days of the date of the communication from the Institute. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the EA.

14. COMMENCEMENT OF PROGRAMME: -

- a. Within 30 days of mail acceptance.

15. TERMS & CONDITIONS GOVERNING THE CONTRACT

- a. When requested to submit the financial bid, the rates to be quoted by Bidders shall be all-inclusive and fixed throughout the period of the Contract, and no changes in this regard are accepted, for any reason whatsoever.
- b. The Institute reserves the sole right to have a panel of Bidders and award the work to the L-2 bidder subject to the condition that the L-1 bidder declined/fails to execute the work and agrees to undertake the work with the percentage share quoted by L-1.
- c. If the successful Bidder ("Engaged Agency" or "EA" as specified herein) fails to fulfill his obligations under the Contract i.e., non-adherence to terms and conditions in full or in part, IIMS may terminate the Contract forthwith, without incurring any liability whatsoever.
- d. Notwithstanding anything contained herein, the Contract can be terminated by either party by giving an advance notice of three months. No reason need be stated by either party for (seeking) termination.
- e. Termination shall not affect the ongoing programs (i.e., programs in progress), and they shall progress and conclude as per the terms agreed upon by the parties under the Contract.
- f. Manpower Deployment: The EA is required to deploy a set of technically qualified, skilled, and experienced human resources (studio engineer) with prior experience in the scope of work, for exclusive servicing of the IIMS contract. One of the resource persons shall be the single point of contact (SPOC), who will liaise with the counterpart in IIMS for the successful conduct of the programs. Studio engineer should remain present during all the class time.
- g. The EA shall at all times use duly licensed software, tools, etc. for the management of the programs of IIMS. The EA shall duly acknowledge and comply with the provisions of law relating to intellectual property rights. The EA shall indemnify and hold the Institute harmless at all times, for any lapses in this regard on its part, for any reason whatsoever.
- h. The EA shall apprise and seek the inputs of the Institute in the promotional and marketing campaigns for the programs.
- i. The EA shall share the information with the Institute, from time to time, concerning the existing and potential market opportunities for the programmes.
- j. The EA shall notify the Institute of any potential customer-interest in any new or modified programs or inquiries concerning the same.



- k. The EA shall, in advance, notify the Institute of any competing programs and marketing activities about which the EA is aware, and which may affect the ability of the EA and/or the Institute to obtain the anticipated market share in the segment and/or the expected enrolments in any Programme.
- l. The EA shall develop and ensure due security protocols so that the material developed, and the programs delivered by IIMS through the electronic channel of the EA are not corrupted, altered, or their integrity compromised in any manner, notwithstanding technical snags (if any), intrusions (such as hacking) or interruptions that might occur; and promptly take suitable and strong preventive, detective, corrective, and remedial measures that would prevent recurrence of such events.
- m. The EA shall provide appropriate customer training for the users of the institute, on its technology platforms (e.g., LMS) for smooth conduct of the programmes.
- n. The EA shall notify the Institute promptly of any complaint or claim made or brought against it or against the EA with respect to the Program (s) of the Institute.
- o. Grievances, complaints, and suggestions of enrolled students/participants and/or of the Institute shall be promptly attended to, remediated, or resolved by the EA. Where challenges exist, the same shall be promptly brought to the notice of the Institute.
- p. The EA shall not alter the program offerings of the Institute, in any manner, without the prior written approval of the Institute.
- q. The EA shall promptly notify the Institute of any defects or deficiencies that appear or tend to recur in the delivery of programmes.
- r. The EA shall not outsource and/or subcontract any part of its responsibilities, in full or in part, to any third party, without the prior written approval of the Institute. Even in such cases, such third parties shall also be duty-bound to comply, without demur, with all the terms and conditions of the Tender, as devolving on the EA.
- s. The EA shall ensure that the intellectual property rights of the content developed and delivered by IIM Sirmaur are protected in accordance with the law. This could be through technological measures combined with a proper End User License Agreement (EULA) between the EA and the participant(s) enrolling in the programs. Also, they should be protected through appropriate contracts and organizational processes internal to the EA. Copies of the EULA and the employment contracts are to be provided to the Institute, along with a description of the organizational processes put in place to protect the intellectual property rights, as and when demanded by the Institute.
- t. The recorded lectures and all other academic content developed and delivered by the Institute are its intellectual property. The EA shall hand over the recorded lectures to the Institute. The EA shall not retain any copy of the recorded lectures once the Program is over. Any exception to this, clearly bringing out the reasons, the nature and duration of such retention shall be explicitly agreed upon between the Institute and the EA; and shall be adhered to, in letter and spirit, by the EA. Similarly, the EA shall hand over all the (remaining) academic content and materials provided by the Institute in conducting a program, back to the Institute, once the said Program is completed. It is reiterated that the EA shall honor these



responsibilities in letter and spirit.

- u. The EA is expected to facilitate the assessment of the participants who require certification, by upholding the standards and integrity protocols as may be set by the Institute. For this, the EA shall adopt necessary technological measures for conducting examinations for the programs offered by the Institute. Proofs of the arrangements as available in the technology platform or as implemented by the EA shall be shared with the Institute, prior to commencement of the exams.
- v. In case the Institute wishes to avail the services of the EA for marketing purposes only (e.g., without availing the EA's LMS and program management support), the share of Program Fee between the EA and Institute will be mutually decided and agreed upon before the commencement of the activity. The EA shall be open to such additional opportunity.
- w. The EA shall be solely responsible for ensuring compliance with all applicable laws of the land in the performance of services.
- x. The EA shall always work in the best interests of the Institute and shall not (cause to) do any act advertently or inadvertently that is prejudicial to the good functioning, smooth/streamlined working; causing (or having the potential to cause) risk, damage loss of any kind to the (interests of the) Institute and its programs. Any breach shall attract penal action, including but not limited to forfeiture of security deposit and termination of Contract.

16. DURATION OF CONTRACT

The Contract shall be awarded for a period of two years, initially. The Institute shall have the discretion to extend it for a further suitable duration.

17. PAYMENT TERMS

- a. For each Programme of duration less than one year, the successful Bidder ("Engaged Agency" or "EA") shall release the payments to the Institute, as follows:
 - (i) Within one week of the invoice being raised on the start of the Program: 50% of the Institute share.
 - (ii) Within one week of the invoice being raised on completion of 25 hours of the Program: Balance 50% of the Institute share
- b. The Bidder shall be liable for payment of interest at a rate as applicable to a 365-day deposit of State Bank of India, for any delayed payments. The interest rate shall be reckoned as on the date the payment falls due.
- c. Regarding in-campus programmes, the institute's share must be provided in advance. The shareable component includes only the professional fees, excluding boarding, lodging, and other facilities offered by IIM Sirmaur.
- d. GST payments shall be honored by both parties, additionally, as per law.



18. FORCE MAJEURE

- a. If at any time, during the continuance of the agreement/contract, the performance in whole or in part by the parties (i.e., the EA and IIMS), of any obligation specified in the Contract, is prevented, restricted, delayed, or interfered with by reason of war or hostility, the act of the public enemy, civil commotion, sabotage, the act of state or direction from statutory authority, earthquake, explosion, epidemic, pandemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as an event), the parties may be excused from performance of their obligations provided that notice of happenings of any such event is exchanged by either party within two calendar days from the date of occurrence thereof. Provided further that the obligations under the agreement shall be resumed by the parties, as soon as practicable, after such event comes to an end or ceases to exist. The decision of the Institute as to whether the obligations may be so resumed and the time frame within which the obligations may be resumed shall be final and binding.
- b. The Force Majeure events mentioned above will not in any way cause an extension of the period of the Contract, unless explicitly agreed upon by the Institute.

19. PENALTY

The EA shall always ensure the regular and uninterrupted provision and quality of services. In case of failure, disruption or deficiency in services, or negligence, advertently or inadvertently, appropriate action shall be taken by the Institute, which may include and not limited to, forfeiture of the security deposit and/or termination of the Contract. The Director of the Institute (Competent Authority) shall decide whether a breach has occurred, and the same shall be binding on the EA.

20. LAWS GOVERNING AGREEMENT/CONTRACT

The Contract (to be) entered into between the Institute, and the EA shall be governed by the laws of the Union of India in force for the time being.

21. TERMINATION FOR INSOLVENCY

The Institute may, at any time, terminate the contract by giving one-month written notice to the EA, without any compensation to the EA, and without any liability or implications devolving on it, if the EA becomes bankrupt or otherwise insolvent as declared by a competent court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue to the Institute.

22. INTERPRETATION

Any clarification regarding the meaning or intent or interpretation of any of the terms and conditions of the Tender or Contract, whether explicit or implicit, shall be sought from the Director of the Institute (Competent Authority) whose decision in the matter shall be final and binding.

23. ARBITRATION

In the event of any dispute arising between the Institute and the EA in any matter covered under the Contract or arising directly or indirectly therefrom or connected or concerned therewith in any manner of the implementation of any terms and conditions of the said Contract, the matter shall be referred to the Director of the Institute (Competent Authority) who may appoint an eminent person distinguished in the field of management or such other field as deemed appropriate as the sole



Arbitrator. The EA will not be entitled to raise any objection as regards such appointment. The award of the Arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996, and rules made thereunder. The parties shall expressly agree that the arbitration proceedings shall be held at Sirmour, Himachal Pradesh. The language of the arbitration and proceedings shall be (in) English only. The costs of arbitration shall be borne equally by both the parties.

24. JURISDICTION OF COURTS

Any dispute arising, if any, under the Tender and Contract shall be subject to the jurisdiction of the competent courts of Sirmour, Himachal Pradesh, only.



Annexure-I

To

Senior Consultant (Administration),
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib,
Sirmaur. Himachal Pradesh 173025.

Sub: - EMD Details.

Ref: -Tender No.: IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated 02.01.2024

Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh.

Dear Sir,

The following demand draft/banker's cheque/ bank guarantee in favour of IIM Sirmaur are enclosed herewith towards EMD

Detail of DD	Amount (Rs.)	DD/BC No.	DD/BC Date	Bank Name
EMD				

Thanking you yours faithfully,

(Authorized Signatory with Seal)



Annexure-II

To

Senior Consultant Administration
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib,
Sirmaur. Himachal Pradesh

Sub: - Self Declaration Certificate

Ref: - Tender No.: IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated 02.01.2024.

Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh

Dear Sir,

With reference to the above, I/We are offering our competitive bids for Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh IIM Sirmaur. I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

Date:

Authorized Signatory

Place

Name:

:

Designation:

Contact No.:

Email ID:



BID FORWARDING LETTER

(On the Letterhead of the Bidder)

Date:

To

**The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib
Distt. Sirmaur - 173 025 (Himachal Pradesh)**

Ref:-Tender No.: IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated 02.01.2024.

Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh

Sir,

I/ We hereby confirm and declare that I/We have carefully studied the tender documents therein and Undertake myself/ ourselves to abide by the terms and conditions laid down in the tender document.

The EMD of ₹ 10,000/- (Rupees Ten Thousand only) in the form of Draft/ Bank Guarantee in favor of Indian Institute of Management Sirmaur and/ or certificate towards exemption of EMD, as applicable, are enclosed herewith.

I/ We also keep the offer open for 180 (One Hundred Eighty) days from the date opening of financial bids.

Yours faithfully,

(Name & signature with stamp of the bidder)



SELF-DECLARATION ABOUT NON BLACK- LISTING

(On the Letterhead of the Bidder)

Date:

To,

**The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib
Distt. Sirmaur, Pin Code- 173 025 (Himachal Pradesh).**

Ref: - Tender No.: IIMS/PUR/Empanelment Marketing Partner/17/2023-24 Dated 02.01.2024.

Notice Inviting Tender for Empanelment of Marketing Partner and other related services for MDP Online and Offline Programmes at IIM Sirmaur, Paonta Sahib, Himachal Pradesh

In response to EOI under reference, I/We hereby declare that our firm is not blacklisted/ debarred and not declared ineligible for reason by any National Level Institutions like IIMs, IITs, NITs, IIITs, IISER, NISERs, State/Central Universities and Government Institutions in fast five years from the last date of submission of proposal.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken. My / our performance security may be forfeited in full and the empanelment offer if any to the extent accepted may be cancelled.

Your faithfully,

(Name & Signature with stamp of the bidder)



INDIAN INSTITUTE OF MANAGEMENT SIRMAUR
CHECKLIST TOWARDS ELIGIBILITY CRITERIA

MANDATORY

Name of the Bidder:

Address:

Contact No:

Email Id:

(Self-attested photocopies of all supporting document must be attached and uploaded in the Technical Bid Cover to be filled by the Bidder)

Sr. No.	Description of documents	Submitted (Yes/No)	Page No. (Mandatory)
01.	EMD Details (Annexure-I)		
02.	Self-Declaration certificate (Annexure-II)		
03.	Bid forwarding letter (Annexure-III)		
04.	Self-declaration about non-blacklisted (Annexure-IV)		
05.	Firm Registration Certificate with validity as on closing date of submission of Bids		
06.	Annual average turnover (including the group) for the preceding three financial years (2020-21,2021-22 & 2022-23) of at least Rs. 20 Lakhs duly certified by the chartered accountant on his/her letter head.		
07.	Copy of PAN Card		
08.	Copy of TAN (GST) Registration		
09.	Details of IT Platform, LMS, Online examination proctoring software, etc. that are available and (to be) deployed for catering to IIMS		
10.	Details of IT Security for safe and successful conduct of programs		
11.	Details of qualified human resources available to support the smooth and successful conduct of programmes.		
12.	Testimonials from clients (preferably IIMs)		
13	Tender document – All pages should be signed by the authorized signatory and stamped with the seal of the Bidder.		
14	Operational experience for at least three years as on the date of last technical bid submission, (copies of work orders, completion certificates from the earlier clients for similar work should be submitted).		
15	The Bidder should be able to establish clear rights / title to the technology. Proof should be attached		
16	Requisite licenses from the appropriate governmental regulatory body. The copy of License should be attached		



17	The Bidder should have proven capability of providing online education either on broadband technology or other modes of communication facilities in terrestrial and /or non-terrestrial mode. Orders executed during the last three years along with completion certificates (Installation and commissioning) from the client should be attached.		
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Note: It is mandatory to fill up the all points of the checklist.

I/We undertake that documents are genuine/authentic and nothing has been cancelled and that I/We are not debarred by any govt. organization and competent are to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/concealment of information.

(Authorized Signatory with Seal)

