



IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

**Notice Inviting Tender for
Engagement as Service Providers to market and End to End manage
Executive Education Programs of IIM Sirmaur**

NIT No.: IIMS/EEP/2022-23/01 Dated 18 November 2022

**Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib, Sirmaur - 173 025
Ph: +91 1704-277 303
Website: <https://www.iimsirmaur.ac.in>.**

1. NOTICE INVITING TENDER

Online Bids are invited under a Two Bid system for Engagement as Service Providers to market and End-to-End manage Executive Education Programs (EEPs) of the Indian Institute of Management Sirmaur (hereinafter referred to as “IIM Sirmaur”, “IIMS”, or the “Institute”) as per the schedule mentioned below:

Sl. No.	Item Name	Description
1	Service Description	Engagement of the Service Providers to market and End-to-End manage Executive Education Programs of Indian Institute of Management Sirmaur
2	Tender Ref. No. and Date	IIMS/EEP/2022-23/01 Dated 18 November 2022
3	Date of e-Publishing on Central Procurement Portal	18 November 2022 (Friday) Uploaded on website https://www.tenderwizard.com/ETENDERS
4	Pre-Bid Meeting	25 November 2022 (Friday) at 1430 Hrs.
5	Closing Date & Time for Submission of Bids	08 December 2022 (Thursday) at 1100 Hrs.
6	Opening of Technical Bids	08 December 2022 (Thursday); 1500 Hrs.
7	Bid Security	Bidder should submit Bid Security Declaration Form for an amount of Rs. 10,000 through DD/RTGS/NEFT. 1. For DD: Demand Draft to be made in favour of “Indian Institute of Management Sirmaur” payable at Paonta Sahib. 2. For RTGS/NEFT: Account holder - Indian Institute of Management Sirmaur Account No. - 140701000266 IFSC Code - ICIC0001407
8	Performance Security	The successful bidder should deposit Performance Security @2% of the total tender value before finalize the contract agreement.
9	Contract Period	Initially, for a period of two years which can be further extended based on performance review, requirement of the Institute, at the discretion of the Director of the Institute, on same terms and conditions.

10	Contact Person & Authorized Person	Senior Consultant (Administration) Indian Institute of Management Sirmaur Rampur Ghat Road Paonta Sahib Sirmaur 173025 Ph: 1704-277 303 Mail: sc@ilimsirmaur.ac.in
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Pre-Bid Meeting: An online pre-bid meeting will be held on 25th November 2022 (Friday) at 1430 Hrs. 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@ilimsirmaur.ac.in with the subject line “Tender for EEP - Pre-Bid Meeting” and furnishing the mail ID on which the meeting link is to be forwarded.

2. 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 Program, the Institute has been successfully conducting programs 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 programs offered by the Institute are tailor-made, custom-designed Management Development Programs (MDPs) for experienced professionals working in the government and the industry; and Faculty Development Programs (FDPs) targeted at faculty and academic administrators. These two categories of programs 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) Executive Education Programs are being offered in online, offline (on-campus), and hybrid formats.
- (e) Typical programs offered are:
 - i. In Company Management Development Programs (ICMPs)
 - ii. Open-enrolment Management Development Programs (OMDPs)
 - iii. Institute-specific Faculty Development Programs (IFDPs)
 - iv. Open-enrolment Faculty Development Programs (OFDPs)
- (f) The programs offered are of long-duration (one year and above) and short duration (less than one year). They are academic-title oriented (leading to a degree, post-graduate certificate or certificate); or participation-certificate oriented. Evaluation (e.g., in the form of quizzes, term papers,

presentations, examinations, capstone projects etc.) is an essential component of all academic-title-oriented programs. These components may or may not be present in participation-certificate oriented programs.

- (g) The programs 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.
- (h) The Institute is planning to expand its footprint in the EEP 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 and end-to-end managing the EEPs of the kind described above.

3. 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 afresh 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).

4. SCOPE OF WORK

The objective of this Tender is to engage competent service providers who can fulfill the end-to-end service requirements of executive programs as enumerated below. These are indicative and not exhaustive. The successful Bidders [to whom the Contract(s) is/are awarded] hereinafter called the “Engaged Agency/ices” or “EA”, will be responsible, *inter alia*, for the following:

(a) Responsibility

It is made clear upfront that the rights and privileges of designing and developing a program shall vest entirely with the Institute only, and the responsibility and obligations of the EA would be to facilitate the delivery of the programs, by providing support in the form of marketing and program management services. Program management services include but is not limited to initial shortlisting of applicants based on Institute’s criteria, conducting qualifying examination, collection of fees and remittance to IIM Sirmaur on agreed terms, technology support (both hardware and software) for online education, distribution of books and materials conduct of online/offline examinations etc.

(b) Marketing and End-to-End Program Management

Marketing and end-to-end Program Management of the following kinds of programs in online, offline and/or hybrid mode:

S. No	Type/Classification of Program	Typical No. of Program Hours
1	Participation Certificate	60
2	Academic-title: Certificate / Diploma	>60 and <=160
3	Academic-title: PG Certificate	>160 and <=320
4	Academic-title: PG Degree	> 900

Notes:

- i. This information is representative and the actual program offerings may vary. This information is being provided to make the Bidders aware of the marketing and program management requirements expected from the EA. The decision on the classification of the programs is the prerogative of IIMS.
- ii. Programs may be offered in online (virtual mode), offline (on-campus) or hybrid mode.
- iii. The Institute would work closely with the EA on the program specifics as regards its nature, type, structure, duration, pedagogy, mode of delivery, title, fee-per-participant, marketability, etc., factoring in the suggestions of the EA to the extent deemed appropriate, as regards the expectations and requirements of the industry, market, participants, etc. The institute reserves the right to decide to academic content of the programs.

(c) Enrolments

- (i) A minimum enrolment of (i.e., at least) 100 participants (meeting the prescribed admission-eligibility requirements) for certificate, diploma, and PG certificate, and PG degree program. Detailed information about number of expected participants will be shared to EVs at the time of program offering.
- (ii) The Bidder must conduct at least 600 training hours (i.e., No. of participants * No. of training hours) per year, spread across multiple programs and at least two subject Areas of the Institute (Indicative Areas are mentioned at S.No.:8 of the Evaluation Criteria for Technical Bid).
- (iii) Deciding on the ceiling of enrolment per batch of any program is the prerogative of the Institute and the same shall be accepted by the EA, without demur.
- (iv) Bidders not conforming to the above requirements NEED NOT apply. Failure to meet the targets prescribed may lead to termination of Contract.

(d) Marketing Services

- i. Providing up-to-date market research and feedback to the Institute for enabling it to design appropriate EEPs for the appropriate audience.

- ii. Providing print/electronic and Digital Marketing and Communication campaigns across all social media and digital channels.
- iii. Harmonization of the campaigns to ensure synergy and positive impact with the promotional efforts (if any) of IIMS.
- iv. Customization of the campaigns suiting individual programs.
- v. Development of campaign in consultation with IIM Sirmaur as to how the proposed campaigns are the best fit for obtaining targeted enrolments.

(e) End-to-End Program Management Services

- i. To take care of the successful admission of the minimum enrolments.
- ii. To setup a studio at the temporary campus of IIMS equipped with all the latest equipment and to provide uninterrupted connectivity & uplink and best audio and video quality and necessary systems and sound insulation requirements for the conduct of online classes. Once IIMS shifts from the temporary campus to the permanent campus, it will be the EA's responsibility to redo it at the IIMS permanent campus. Rental for the studio space will be paid by EA at mutually agreed rates.
- iii. To ensure the Program's smooth, streamlined, and successful conduct.
- iv. Establish and maintain a dedicated channel to support the program registration, access, queries, grievance-redress, and other requirements of the participants and IIMS.
- v. Timely communication of the program logistics, schedules, changes (if any), etc. to the participants.
- vi. Ensuring the smooth delivery of programs by overseeing and close monitoring of the day-to-day operations.
- vii. Deploy the necessary licensed technology tools, platforms, and software interfaces to manage the Program deliverables, including hosting courseware, content sharing, assessment/evaluation, recording sessions and attendance, and proctoring of online/offline exams, etc. efficiently and effectively, indemnify IIMS in case of any dispute.
- viii. Maintaining online attendance record of students, Compilation of the program feedback from all the participants post completion of the Program and submitting the same to Institute, as per Institute requirements, within the prescribed timelines.
- ix. Providing the space for offline examination for at least 20 participants in multiple cities of India.

5. Role of IIM Sirmaur

IIM Sirmaur's role shall include the following:

- i. Ensure curriculum design, content development and programme delivery of the same using the facility provided by the bidder.
- ii. Specify the minimum threshold qualifications for selecting candidates for individual Programmes, based on which the bidder would promote the programme and shortlist the candidates. IIM Sirmaur would do the final selection for various Programmes.
- iii. Provide for students' interaction with faculty; this may take the form of pre-scheduled visits during the on-campus components or by prior appointment.
- iv. Decide and communicate, at the beginning of the programme, an appropriate scheme of evaluation as per the requirements of the course and the methods of instruction.
- v. Nominate one or more person(s) to interface between IIM Sirmaur and the Partner.
- vi. Provide the instruments for examination of the participants (whoever requires certification from IIM Sirmaur as a proof of completing the course.)

6. PREPARATION AND SUBMISSION OF BIDS

- (i) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website <https://www.tenderwizard.com/ETENDERS>. Or www.iimsirmaur.ac.in.
- (ii) Intending party needs to register themselves on the e-tendering website <https://www.tenderwizard.com/ETENDERS> to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through e-payment only and completing the steps specified on above referred website.
- (iii) Bid submission through any other mode will not be accepted.
- (iv) All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- (v) Bidders must upload soft copies/scanned copies of all documents while uploading e-tender on the website. Submit hard copy of challan generated on deposit of EMD, Certificates and Declaration on non-judicial stamp paper as detailed at Annexure-III.
- (vi) If the bid is made by an individual on behalf of the party, he/she shall sign it with his/her full name and his/her address designation along with the complete details of the organization, authorization for bidding on behalf of the concerned CPSU shall also be uploaded.
- (vii) The bids of agencies with Joint venture and Amalgamation will be summarily rejected.
- (viii) For any further clarification, the Senior Consultant (Administration) of the Institute may be contacted.[email: sc@iimsirmaur.ac.in].

- (ix) In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for Validity of the Bid will be for 75 Days from the last date of submission of bid.
- (x) Cancellation of Tender. Not with standing anything specified in this tender document, Purchaser / IIM Sirmaur in his sole discretion, unconditionally and without assigning any reasons, reserves the rights.

Special Note: The technical bid with documents have to be uploaded online at <https://www.tenderwizard.com/ETENDERS>. The date of Submission of online Technical will be as per tender notice.

- (xi) **Requirements for Vendors for uploading online tender.** Registration with portal Class-III Digital signature certificate in the name of the company of the vendor is mandatory (in the name of the company who will be submitting the EMD & general information). This may be obtained by calling our helpdesk (9073677150/151 and 152). Bids will not be recorded without Digital Signature Certificate. Bidders will have to pay Tender Processing fee (amount as per work order including GST) (Non- Refundable) through payment in favor of M/S KEONICS Ltd.

Contact Person:

Name: Rishi Shankar Chatterjee

Mob: 9674758726/9044314492

Email: helpdesk844@etenderwizard.com/helpdesk774@etenderwizard.com/
helpdesk518@etenderwizard.com

Help Desk No: 9073677150/151/152

- b. The Bids shall be uploaded in soft copy only, as follows: -

- (i) **Technical Bid** - The following documents should be uploaded:
1. Bid Submission Letter (Annexure-1)
 2. Technical Bid along with all documents mentioned therein (Annexure-2)
 3. Bid Security and Declaration Form (Annexure-3)
 4. Declaration of non-blacklisting of the firm (Annexure-4)
 5. Firm Registration Certificate with validity as on closing date of submission of Bids
 6. Income Tax Returns for the Financial Years 2019-20, 2020-21 and 2021-22
 7. Copy of PAN Card
 8. Copy of TAN (GST) Registration
 9. 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 programs

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.

Note:

- a. All the pages of the documents should be signed and stamped by the authorized signatory.
 - b. Financial Bid information SHOULD NOT be mentioned anywhere in the Technical Bid. Any breach will result in the rejection of the Bid.
- (ii) **Financial Bid - Only the bidders who are shortlisted and empaneled shall be asked to submit the financial bids as and when the institute decides to run an executive education program.**
- (a) The Financial Bid document is to be filled in and submitted as per Annexure-5. Financial Bid should be properly filled in, signed by the authorized signatory, stamped, and submitted online.
 - (b) Before submitting the financial bid, bidders are expected to carefully read all terms and conditions in this tender document and comply with the same, strictly. Non-compliance will result in (i) Rejection of Bids prior to award of Contract, and (ii) Cancellation of Contract (if awarded) thereafter.
 - (c) Bids submitted shall remain valid for a period of 6 (six) months from the closing date for receipt of Bids.
- (iii) **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.

7. ELIGIBILITY CRITERIA

- a. The Bidder should have operational experience for at least three years as on the date of application, (company incorporation certificate, 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 (2019-20,2020-21 & 2021-22) of at least Rs. Three Crores (audited statements should be attached). 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.

8. 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 choose to be present physically/virtual mode. Bidders or their representatives willing to attend the Technical Bid opening should produce a letter from the authorized signatory, as per Annexure-6, 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

S. No	Description	Documents to be provided	Max Marks
1*	Record of setting up, installation, operation, and maintenance of a studio for online education at any of the IIM/IIT campus for running the programs listed under this NIT. <u>Count of Years:</u> <ul style="list-style-type: none"> • Providing technology to an IIM/IIT for at least 01 year and continuing: 03 Marks • Providing technology to an IIM/IIT for at least 02 years and continuing: 04 Marks • Providing technology to an IIM/IIT for at least 03 years and continuing: 05 Marks 	At least one set of Work Order & Corresponding Invoice along with photographs reflecting all the hardware and interior of the studio as proof for each year.	05
2*	Record of required technology used for the conduct of classes including	At least one set of Work Order	05

	<p>attendance, quiz, polls, class participation etc. at any of the IIM/IIT campus for running the online programs listed under this NIT.</p> <p><u>Count of Years:</u></p> <ul style="list-style-type: none"> • Providing technology to an IIM/IIT for at least 01 year and continuing: 03 Marks • Providing technology to an IIM/IIT for at least 02 years and continuing: 04 Marks • Providing technology to an IIM/IIT for at least 03 years and continuing: 05 Marks 	(with mention of the required technology) & Corresponding Invoice as proof for each year.	
3*	<p>Record of required technology used for the successful conduct of online proctored technology for examination in the institutions ranked in the top 50 of NIRF 2022 (Management Category) for programs listed under this NIT.</p> <p><u>Count of Institutions:</u></p> <ul style="list-style-type: none"> • 01-02 Institutions: 03 Marks • 03-04 Institutions: 04 Marks • 05 and above Institutions: 05 Marks 	At least one set of Work Order (with mention of the required technology) & Corresponding Invoice as proof for each of the said institutions.	05
4*	<p>Record of infrastructure of physical examination with seating capacity of twenty participants in major Indian cities.</p> <p><u>Count of cities:</u></p> <ul style="list-style-type: none"> • 01-05 Cities: 03 Marks • 06-09 Cities: 04 Marks • 10 and above Cities: 05 Marks 	Any proof of ownership, leased, or on franchisee should be produced.	05
5	<p>Record of successful completion of programs (as mentioned in the Scope of Work) in the institutions ranked in the top 50 of NIRF 2022 (Management Category), <u>excluding IIMs</u></p> <p><u>Count of Institutions:</u></p> <ul style="list-style-type: none"> • 01-03 Institutions: 03 Marks • 04-07 Institutions: 05 Marks • 08 and above Institutions: 07 Marks 	At least one set of Work Order & Corresponding Invoice as proof for each of the said institutions.	07

6	<p>Record of successful completion of programs (as mentioned in the Scope of Work), <u>in IIMs only</u></p> <p><u>Count of Institutions:</u></p> <ul style="list-style-type: none"> • 01-03 IIMs: 05 Marks • 04-07 IIMs: 08 Marks • 08 and above IIMs: 10 Marks 	At least one set of Work Order & Corresponding Invoice as proof for each of the said IIMs.	10
7	<p>Areas in which programs were successfully conducted (<u>in IIMs/IITs only</u>)</p> <ul style="list-style-type: none"> • General / Business Management: 3 Marks • Decision Sciences & Information Systems: 1 Mark • Economics: 1 Mark • Entrepreneurship: 1 Mark • Finance & Accounting: 1 Mark • Management Communication: 1 Mark • Marketing: 1 Mark • Organization Behaviour & HRM: 1 Mark • Production & Operations Management: 1 Mark • Strategy: 1 Mark • Public Policy: 1 Mark <p>[One program can be counted under one Area only, i.e., same program cannot be counted under multiple Areas]</p>	One set of Work Order & Corresponding Invoice as proof, for at least one Program for each of the said Areas.	13
8	<p>No. of in-company Programs conducted for <u>**CFT/MIs only</u>, with a maximum (actual) enrolment of:</p> <ul style="list-style-type: none"> • 10 participants and less [0 Marks, irrespective of no. of Programs] • 11-25 participants: [0.5 Mark per Program, Max 5 Marks] • Above 25 participants: [1 Marks per Program] 	Invoice (evidencing actual enrolment) as proof for each of the said Programs.	15

9	No. of Programs conducted for **CFT/MIs only , with a maximum (actual) enrolment of: <ul style="list-style-type: none"> • 50 participants and less [0 Marks, irrespective of no. of Programs] • 51-100 participants: [0.5 Mark per Program, Max 2.5 Marks] • 100-300 participants: [1 Marks per Program, Max 5 Marks] • 300-500 participants: [1.25 Marks per Program] • Above 500 participants: [1.5 Marks per Program] 	Invoice (evidencing actual enrolment) as proof for each of the said Programs.	15
10	Presentation on: <ul style="list-style-type: none"> • Business Strengths of the Bidder • Financial Strengths of the Bidder • Technical Strengths of the Bidder • Service Support Strengths of the Bidder • Marketing Plan for the Programs [Max 4 Marks for each]	Documentary proof of strengths.	20
Total Marks			100

* Subject to physical verification **CFT/MIs: Centrally Funded Technical/Management Institutions.

Cut-off Marks for Qualifying: Bidders securing a **minimum of 60 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.

9. **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 programs as per the prescribed dates of the Institute, will lead to penal action, including cancellation of the Program Work Order(s) and/or termination of the Contract.

10. **PERFORMANCE SECURITY**

Guaranteeing due performance under the Contract, Performance Security shall be furnished by the EA for a sum of Rs. 06.00 Lakh (Rupees Six 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.

11. COMMENCEMENT OF PROGRAMME: -

- a. Within 30 days of mail acceptance.

12. TERMS & CONDITIONS GOVERNING THE CONTRACT

- a. The rates quoted by Bidders shall be all-inclusive (except GST) 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 programs.

- 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 Program.
- 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 programs.
- 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 programs.
- 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.

13. DURATION OF CONTRACT

- a. 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.
- b. In the event of such an extension being under consideration (after

conclusion of the Contract) and even in the event of the EA seeking a hike in professional fee, it shall continue to be the responsibility of the EA to continue to work at the rates prevailing on the last date of the surviving Contract, even beyond the Contract period or the extended Contract period as the case may be, for at least 3 (three) months or till a new Contract is finalized, whichever is earlier.

14. PAYMENT TERMS

- a. For each Program 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. For each Program of duration one year or more, the 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: 40% of the Institute share
 - (ii) Within one week of the invoice being raised on completion of half of the planned hours of the Program: Balance 60% of the Institute share.
 - (iii) The payments which are to be received in installments can be mutually agreed between by both the parties.
- c. 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.
- d. GST payments shall be honored by the parties, additionally, as per law.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 Sirmaur, 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.

21. JURISDICTION OF COURTS

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

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(To be printed on Bidder's letterhead and submitted as the first page of
'Technical Bid')

LETTER FOR SUBMISSION OF BID

To:
The Senior Consultant (Administration)
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib
Sirmaur - Himachal Pradesh
173 025

Dear Sir,

Subject: Bid for Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to market and End-to-End manage Executive Education Programs.

Subject to the conditions given in the tender documents, I/We hereby submit my/our bid for Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to market and End-to-End manage Executive Education Programs, I/We hereby certify that I/We have read all the terms and conditions of the tender document and agree to abide by them unconditionally and without demur.

Sl.No	Particulars	Details
1	Name of the Bidder (Firm/Co./Agency)	
2	Address of Registered Office	
3	GSTN & PAN	
4	Authorized Signatory's Name	
5	Authorized Signatory's Designation	
6	Contact No.(s): Landline	
7	Contact No.(s): Mobile	
8	Email ID:	

Note: All correspondence shall be made by the Institute on the mentioned address, contact No. and email ID only.

DECLARATION

I, _____, the undersigned, being the authorized signatory for submission of bid for Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to Market and End-to-End Manage Executive Education Programs, hereby declare that I read and understand all the terms and conditions of the Tender document.

All the documents submitted and the details being furnished are true, complete and correct to the best of my knowledge. I also declare that no fact or information has been concealed or misrepresented in the bid being submitted. I understand that if at any time, during or after the tender process or after the award of the contract, if any breach of this declaration has been found out or comes to light, the bid will be summarily rejected and the contract (if awarded) will be nullified without the Institute incurring any liability whatsoever and suitable action as deemed fit by the Institute will be initiated against me and my firm, company or agency.

Authorized Signatory:

Full name:

Designation:

(Company Seal)

Date:

Place:

TECHNICAL BID**Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to Market and End-to-End manage Executive Education Programs**

The following documents are to be furnished by the Bidder in the Technical Bid. Bidders should carefully read and comply with the notes given below this Table.

Sl. No	Description	Documents to be provided
1	Record of setting up, installation, operation, and maintenance of a studio for online education at any of the IIM/IIT campus for running the Programmes listed under this NIT.	At least one set of Work Order & Corresponding Invoice along with photographs reflecting all the hardware and interior of the studio as proof for each year.
2	Record of required technology used for the conduct of classes including attendance, quiz, polls, class participation etc. at any of the IIM/IIT campus for running the online Programmes listed under this NIT.	At least one set of Work Order (with mention of the required technology) & Corresponding Invoice as proof for each year.
3	Record of required technology used for the successful conduct of online examination in the institutions ranked in the top 50 of NIRF 2022 (Management Category) for Programmes listed under this NIT.	At least one set of Work Order (with mention of the required technology) & Corresponding Invoice as proof for each of the said institutions.
4	Record of infrastructure of physical examination with seating capacity of twenty participants in major Indian cities.	Any proof of ownership, leased, or on franchisee should be produced.
5	Record of successful completion of programs (as mentioned in the Scope of Work) in the institutions ranked in the top 50 of NIRF 2022 (Management Category), excluding IIMs	At least one set of Work Order & Corresponding Invoice as proof for each of the said institutions.
6	Record of successful completion of programs (as mentioned in the Scope of Work), in IIMs only	At least one set of Work Order & Corresponding Invoice as proof for each of the said IIMs.
7	Areas in which programs were successfully conducted (in IIMs/IITs only) <ul style="list-style-type: none"> • General / Business 	One set of Work Order & Corresponding Invoice as proof, for at least one Program for each of the said Areas.

	<p>Management:</p> <ul style="list-style-type: none"> • Decision Sciences & Information Systems: • Economics: • Entrepreneurship: • Finance & Accounting: • Management Communication: • Marketing: • Organization Behavior & HRM: • Production & Operations Management: • Strategy: • Public Policy: <p>[One program can be counted under one Area only, i.e., same program cannot be counted under multiple Areas]</p>	
8	<p>No. of in-company Programs conducted for <u>**CFT/MIs only</u>, with a maximum (actual) enrolment of:</p> <ul style="list-style-type: none"> • 11-25 participants: • Above 25 participants: 	Invoice (evidencing actual enrolment) as proof for each of the said Programs.
9	<p>No. of Programs conducted for <u>**CFT/MIs only</u>, with a maximum (actual) enrolment of:</p> <ul style="list-style-type: none"> • 50-100 participants: • 100-300 participants: • 300-500 participants: • Above 500 participants: 	Invoice (evidencing actual enrolment) as proof for each of the said Programs.
10	<p>Presentation on:</p> <ul style="list-style-type: none"> • Business Strengths of the Bidder • Financial Strengths of the Bidder • Technical Strengths of the Bidder • Service Support Strengths of the Bidder • Marketing Plan for the Programs 	Documentary proof of strengths (Refer 'C' Below)

****CFT/MIs: Centrally Funded Technical/Management Institutions.**

Notes:

- a) Data about Programs that commenced and/or completed in the past three financial years only i.e., 01 Apr 2019 to 31 Mar 2020; 01 Apr 2020 to 31 Mar 2021; and 01 Apr 2021 to 31 Mar 2022 should be furnished. Programs that commenced and/or completed outside the range of the said three years will NOT be considered.
- b) Cut-off Marks for Qualifying: Financial Bids of only those Bidders who score 60 marks and above only will qualify.

- c) The Presentation will be evaluated by a Committee constituted by IIMS. The date, time and mode of the presentation shall be communicated by IIMS.
- d) Bidders should submit all the documents as mentioned in the Section 6 PREPARATION and SUBMISSION OF BIDS.
- e) The Bidders should not have been blacklisted by any Department of the Government of India, Quasi-Govt., or Autonomous body of the Central Govt., anytime in the past. There should not be any criminal case registered against the Bidder including the firm and its owners, representatives, successors, assigns, partners, or management, anywhere in India or abroad. The Bidder should not have faced any action by any law enforcement agency of India or any foreign country. A declaration to this effect is to be submitted with the Technical Bid, signed by an authorized signatory (as per Annexure-4).

Name of the Bidder (Firm/Co./Agency) _____

Name & Designation of the Authorized Signatory: _____

Date: _____ Signature: _____

Place: _____ Name: _____

Company Seal:

BID SECURITY AND DECLARATION FORM
(to be printed on the company/firm/agency's letterhead)

Date:

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

Sir,

Sub: 'Bid Security Declaration' for Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to Market and End-to-End Manage Executive Education Programs.

We, _____ understand that, as per Item 7 of the Notice Inviting Tender, bids may be supported with a 'Declaration' towards payment of EMD for the companies which are not exempted from payment of EMD, to participate in the tender process. We declare as under:

We will automatically be suspended from being eligible for bidding in any tender issued by the Indian Institute of Management Sirmaur for the period of 3 years, from the date of award of contract, if we are in breach of any of the following obligation(s) under the bid conditions: -

- a. If we withdraw the bid or increase the quoted prices after opening of the bid and during the period of bid validity or its extended period, if any.
- b. In case we fail to sign the Contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender or fail to furnish the Performance Security in accordance with the terms and conditions of this Tender and Letter of Award.

We understand that this declaration shall expire, if we are not the successful Bidder, and on receipt of IIMS's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

Name of the Bidder
 (Firm/Co./Agency) _____

Name & Designation of the Authorized Signatory: _____

Date:

Signature:

Place:

Name:
 Company Seal:

DECLARATION REGARDING NON-BLACKLISTING OF THE FIRM
(To be printed on Bidder's letterhead)

To:
The Senior Consultant (Administration)
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib
Sirmaur- Himachal Pradesh
173 025.

Dear Sir,

Subject: Non-Blacklisting declaration in connection with IIM Sirmaur Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Provider to Market and End-to-End manage Executive Education Programs.

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Provider to Market and End-to-End manage Executive Education Programs.

In accordance with the above we declare that:

- a. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by Central or any State Government or by any entity, organization, agency, autonomous body, or society of any State or Central Government or any Regulatory Authority in India or any other country in the world, for any kind of fraudulent activities.
- c. No action by any law enforcement agency in India or abroad has ever been initiated by us, at any time.

Name of the Bidder (Firm/Co./Agency) _____

Name & Designation of the Authorized Signatory: _____

Date: _____ Signature: _____

Place: _____ Name: _____

Company Seal: _____

FINANCIAL BID FORMAT
To be quoted after the empanelment

**Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting
Bidders for Engagement as Service Providers to Market and End-to-End
manage Executive Education Programs**

Price is to be quoted in this Financial Bid only, in the following format:

Name of Bidder:		
<p>Percentage (up to 2 decimals) of the share of Gross Program Fees per enrolled Participant/Student (excluding GST) offered by the Bidder to the Institute.</p> <p>The price/minimum number quoted should be valid and applicable for a specific Program and may be continued by IIMS in the future on agreed terms and conditions.</p>	In figures	
	In words	
	Minimum number promised	

Notes:

- (a) Gross Program Fees exclude GST from the total fees in a case where GST is not mentioned separately.
- (b) The percentage share quoted shall be supported by minimum number of participants by the EV. The final selection will be based on the maximum revenue to be shared to IIMS on both the figures (percentage share multiplied by number of participants) quoted.
- (c) If the EV fails to enroll the promise number of the participants, then his revenue share will be reduced keeping the IIMS share as fixed as promised.
- (d) Programs offered by the Institute may vary in structure, duration, content, title, mode, target audience etc. The rate quoted by the Bidder shall be applicable and hold good, for a specific program offered at the time of quote.
- (e) Programs may be offered in online (virtual mode), offline (on-campus) or hybrid mode.
- (f) Bids with conditions of any kind will be rejected.
- (g) In case of any discrepancy between figures and words, the value in stated in words shall prevail.
- (h) Price quoted should be all inclusive, except GST.
- (i) Price quoted in any form other than as above will result in the rejection of the Bid.
- (j) Any corrections/interlineations on this page shall result in rejection of the Bid.

Date:
Place:

Authorized Signatory:
Full Name:
Designation:
(Company Seal)

**LETTER OF AUTHORISATION FOR ATTENDING TECHNICAL BID OPENING
(To be printed on Bidder's letterhead)**

To:
The Senior Consultant (Administration)
Indian Institute of Management Sirmaur
Rampur Ghat Road, Paonta Sahib
Sirmaur-Himachal Pradesh
173 025.

Dear Sir,

Subject: Authorization for attending bid opening of IIM Sirmaur Tender No.: IIMS/EEP/2022-23/01 Dated 18 November 2022 inviting Bidders for Engagement as Service Providers to Market End-to-End manage Executive Education Programs.

The undermentioned person, bearing Aadhar No. as follows:

Name: _____

Designation: _____

Aadhar No. _____

is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Authorized Signatory) of _____ (Firm/Co./Agency).

Specimen Signature of the Authorized Representative:

Name of the Bidder (Firm/Co./Agency) _____

Name & Designation of the Authorized Signatory: _____

Date: _____ Signature: _____

Place: _____ Name: _____
Company Seal: _____

Note:

1. Only one representative will be permitted to attend bid opening either by physically present or virtual mode.

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