

Notice Inviting Tender for Engagement as Service Provider to market and End to End manage Executive MBA in Digital Transformation and Analytics, and Executive MBA in Business Administration Programmes for IIM Sirmaur

NIT No.: IIMS/EEP/2022-23/01 Dated 23.02.2023

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

1. NOTICE INVITING TENDER

Online financial bids are invited for Engagement as Service Providers to market and End-to-End manage Executive Education Programme (EEPs) of the Indian Institute of Management Sirmaur (hereinafter referred to as "IIM Sirmaur", "IIMS", or the "Institute") as per the schedule mentioned below:

SI. No.	Item Name	Description
1	Service Description	Engagement of the Service Providers to market and End-to-End manage Executive MBA in Digital Transformation and Analytics and Executive MBA in Business Administration Programmes for Indian Institute of Management Sirmaur.
2	Tender Ref. No. and Date	IIMS/EEP/2022-23/01 Dated 23.02.2023
3	Date of e-Publishing on Tender Wizard Portal	23.02.2023 (Thursday) https://www.tenderwizard.com/ETENDERS
4	Closing Date & Time for Submission of Bids	14.03.2023, 03:00 PM (Tuesday)
5	Pre-bid meeting	02.03.2023, 03:00 PM (Thursday)
6.	Opening of Financial Bids	14.03.2023, 04:00 PM (Tuesday)
7	Performance Security	The successful Empaneled Agency should have to deposit Performance Security for each programme of Rs. 6,00,000/- before finalize the contract agreement.
8	Contract Period	For a period of two years or until the completion of the Programme whichever is later.
9	Contact Person & Authorized Person	Senior Consultant (Administration) Indian Institute of Management Sirmaur Rampur Ghat Road Paonta Sahib Sirmaur 173025 Ph: 1704-277 303 Mail: <u>sc@limsirmaur.ac.in</u>

Pre-bid meeting: The prospective bidders are requested to submit their prebid queries through email in <u>sc@iimsirmaur.ac.in</u> by 28.02.2023 at 04:00 PM with subject line "Tender for EEPs - Pre-Bid meeting" and furnishing the mail ID on which the meeting link to be forwarded. Any query received after this date will not be entertained further. Reply of only valid pre-bid queries relevant to tender will be uploaded on institute's website by 03.03.2023. All concerned are requested to visit our website <u>www.iimsirmaur.ac.in</u> to check the same.

2. <u>GENERAL INSTRUCTIONS TO THE BIDDERS</u>

- (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) Financial 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).

3. PROGRAME DESCREPTION SHEET

- (a) The Programme Description Sheet is at "Annexure I" for Executive MBA in Digital Transformation and Analytics.
- (b) The Programme Description sheet is at "Annexure-II" for Executive MBA in Business Administration (ExMBA).

4. SCOPE OF WORK

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

(a) <u>Responsibility</u>

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

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) <u>Enrolments</u>

(i) A desirable enrolment of 100 participants for the programme (meeting the prescribed admission-eligibility requirements)

(d) <u>Marketing Services</u>

- i. Providing up-to-date market research and feedback to the Institute for enabling it to design these programmes 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 this programs.
- v. Development of campaign in consultation with IIM Sirmaur as to how the proposed campaigns are the best fit for obtaining targeted enrolments.
- vi. Lead generation and identify interested individuals as well as organizations.

(e) End-to-End Program Management Services

- i. To take care of the successful admission of the desired level of 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. <u>Role of IIM Sirmaur</u>

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 prescheduled 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 certification, clarification regarding scholastic performance 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 <u>https://www.tenderwizard.com/ETENDERS.</u> Or www.iimsirmaur.ac.in.
- (ii) Intending party needs to register themselves on the e-tendering website <u>https://www.tenderwizard.com/ETENDERS</u> 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. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- (V) For any further clarification, the Senior Consultant (Administration) of the Institute may be contacted.[email: sc@iimsirmaur.ac.in.
- (vi)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 180 Days from the last date

of submission of bid.

(vii) 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 Financial bid has to be uploaded online at <u>https://www.tenderwizard.com/ETENDERS</u>. The date of Submission of online Financial bid will be as per tender notice.

(viii) **Requirements for Vendors for uploading online tender.** Registration with portal Class-III Digital signature certificate in the name of the companyof 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 (9073677150/151and 152). Bids will not be recorded without Digital Signature Certificate.

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: -
 - (a) The Financial Bid document is to be filled in and submitted as per **Annexure-III**. The bidders can submit bids for both programmes or any one of the programme. Separate Financial Bids to be submitted for each programme. Financial Bid should be properly filled in, signed by the authorized signatory, stamped, and submitted online.
 - (b) Before submitting the financial bids, 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.

(i) **REJECTION OF BIDS**

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. EXECUTION OF AGREEMENT

- (a) The Empaneled Agencies selected will be communicated through a formal letter.
- (b) The Bidders shall be required to execute a Contract in each programme separately in judicial stamp paper for a value of Rs. 100/- (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.

8. <u>PERFORMANCE SECURITY</u>

Guaranteeing due performance under the Contract, Performance Security for each programme separately 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. The bank guarantee of the selected bidder shall be adjusted towards performance security.

9. COMMENCEMENT OF PROGRAMME: -

a. Within 2 days of mail acceptance.

10. 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. GST as applicable is extra and should be calculated separately.
- b. 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 program. Studio engineer should remain present during all the class time.
- c. The EA shall at all times use duly licensed software, tools, etc. for the management of the program 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.

- d. The EA shall apprise and seek the inputs of the Institute in the promotional and marketing campaigns for the program.
- e. The EA shall share the information with the Institute, from time to time, concerning the existing and potential market opportunities for the program.
- f. The EA shall notify the Institute of any potential customer-interest in any new or modified program or inquiries concerning the same.
- g. 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.
- h. The EA shall develop and ensure due security protocols so that the material developed, and the program 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.
- i. 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 program.
- j. 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 of the Institute.
- k. 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.
- l. The EA shall not alter the program offerings of the Institute, in any manner, without the prior written approval of the Institute.
- m. The EA shall promptly notify the Institute of any defects or deficiencies that appear or tend to recur in the delivery of program.
- n. 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.

- o. 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.
- p. 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.
- q. 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.
- r. The EA shall be solely responsible for ensuring compliance with all applicable laws of the land in the performance of services.
- s. 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.

11. DURATION OF CONTRACT

- a. The Contract shall be awarded for a period of two years or until the completion of this program in all aspects whichever is later. 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) 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.

12. PAYMENT TERMS

- a. For these Programmes, the EA's 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)If fee is collected from participants in installments, then the share's of point number i and ii is proportionally applicable for each installment and its program duration.
- 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. GST payments shall be honored by the parties, additionally, as per law.

13. 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, guarantine 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.

14. <u>PENALTY</u>

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 any other penalty as decided by the competent authority. The Director of the Institute (Competent Authority) shall decide whether a breach has occurred, and the same shall be binding on the EA.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Damages for Loss of Intellectual Property Rights of IIM Sirmaur

EV shall assume responsibility and indemnify the Institute if any of the lecture content of those programmes completed by the Institute is lost, or misused or infringed by EV and shall be fully responsible and liable to pay full and adequate monetary compensation sought by any aggrieved person/party, without prejudice to any other right that the Institute has under the law or this Agreement. EV shall indemnify, defend and hold the Institute fully harmless against all liabilities, damages, losses, costs or any expenses (including without limitation, lawyers' fees and expenses) arising out of any claim, suit of proceeding by any third Party alleging that the Services provided under this Contract violate or infringe any Intellectual Property. If the intellectual property rights belonging to IIM Sirmaur are compromised, including if they are lost, stolen, misused, misappropriated, copied, distributed, posted, shared, and circulated due to the responsibility of the partner or EV, then the partner agrees to compensate IIM Sirmaur to the extent of INR 5,000/- per slide of presentation content that is so compromised, INR 10,000/- per page of document that is so compromised and INR 5,000/- per minute of audio and / or video content that is so compromised. In addition, the partner and the EV also agrees to pay a fixed sum of damages to the extent of INR 1,00,000/- per instance of such compromise. In addition, IIM Sirmaur also reserves the right to initiate criminal suit for breach of confidence and misappropriation of confidential information / data. This clause would survive for a period of three years after the termination of this contact. This amount would be adjusted from the security deposit maintained by the EV with IIM Sirmaur, after providing due notice in this regard.

21. <u>Training</u>

A detailed technical training including both theory and practical, shall be conducted for the faculty members at IIM Sirmaur, on the concept, configuration, operation, testing and maintenance of all hardware, software, network and other systems / sub-systems as applicable without any extra cost to IIM Sirmaur. The EV shall bear the travelling, boarding and lodging cost related to its own personnel including the trainers.

The EV shall indicate the course content of such training for the IIM Sirmaur's review along with the offer.

The EV shall provide extensive lecture notes, handouts and other training documentation related to the technology to faculty members participating in the training.

If IIM Sirmaur requires similar additional training at any time, the EV shall provide the same at no extra cost.

22. Redundancies and Disaster Recovery

The EV shall specify the extent of redundancy provided at each component of the proposed system, for ensuring trouble-free high-quality service delivery. In the event of a site failure, the EV should specify an alternate site from where

23. Indemnity

The EV shall indemnify the IIM Sirmaur and be liable for any loss due to malfunctioning of the equipment under the project.

24. Termination

Termination for Convenience: Either the institute or the EA may terminate the contract for convenience at any time during its valid term by issuing a notice for the termination of contract. However, this option cannot be exercised while a programme is in process. If the contract is terminated for reason of the convenience of the EV / the Partner, then in such event as promptly as practicable, but not more than 30 days, the EV / Partner shall (i) pay all sums due to IIM Sirmaur, (ii) cease using Programme including, but not limited to, the title of the programme, the reading materials provided as part of the programme, the presentation material provided as part of the programme, the video and other supplementary material required for the programme which were provided by IIM Sirmaur, as well as any marketing literature created for the programme, and (iii) return all copies of Programme and all written materials and all physical embodiments of Programme or any portion thereof to IIM Sirmaur. However, if EV is terminating the contract, the facilities will be transferred to IIM Sirmaur at no cost. If the contract is terminated for reason of IIM Sirmaur's convenience, then in such event as promptly as practicable, IIM Sirmaur shall deliver all the ordered and accepted Programme and such termination shall be effective only upon successful completion of all the Programme being conducted hereunder by EV.

Termination due to contractor's default:

If the EA is in default under any of the provisions of this Contract, including but not limited to:

- (a) Failure to proceed with all or any part of the EA or Contract Work with due diligence.
- (b) Any serious issue/critical complaint from the participants.
- (c) Any issue including Technological failure, execution of marketing as per approved marketing plan, etc.
- (d) Failure of execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- (e) Refusal or neglect to make good of defective service or after being instructed to do so by IIM Sirmaur.
- (f) Delay in executing the Contract.
- (g) Abandoning the contract.
- (h) Assigning or subletting any part of the Contract Scope of Service without prior written approval of IIM Sirmaur.
- (i) Failure to comply with any Applicable Law.

then, and in any such event and without prejudice to any other rights or remedies that IIM Sirmaur may have, IIM Sirmaur may issue EA written notice describing the default. If EA does not commence remedy of the default within (10) Ten days after receipt of the notice, IIM Sirmaur may terminate all or any part of the Contract Service under this Contract. In case of such termination, EA shall not be entitled to receive further payment, until the terminated Service is completed and accepted by IIM Sirmaur. If the costs incurred by IIM Sirmaur, including costs incurred in performing additional services to complete the contract scope of service and IIM Sirmaur overheads in this regard, exceed the unpaid balance of the Contract Price, the Engaged agency shall reimburse IIM Sirmaur such excess within (10) ten days after receipt of an invoice thereof.

25. <u>Term</u>

This Agreement shall come into force from the date of its execution and remain in full force and effect for a term of TWO YEAR ONLY or till the completion of the programmes whichever is later, unless terminated as per the terms of this Agreement.

Programme Description Sheet

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Programme Title: Ex-MBA in Digital Transformation and Analytics

Programme overview:

Ex-MBA in Digital Transformation and Analytics (Part-Time) for Executives is a Two Years weekend non-residential hybrid mode executive programme equivalent to MBA Degree programme. The delivery of the programme will be in hybrid mode comprising two in campus modules for which the students shall visit the institute twice a year, and the rest of the programme shall be offered online. The programme has been designed with an aim to meet career unification goals for middle and senior-level professionals. This Ex-MBA programme in Digital Transformation and Analytics shall empower practicing executives to respond effectively to the rapid changes in the global business environment. The customized modules of the programme certify that the participants are adequately equipped and empowered with knowledge and skillsets to achieve leadership positions and add value to organizations by making informed decisions. In unique their its sense. the programme emphasizes familiarizing professionals to gain in-depth knowledge and skillset in Digital Transformation and Analytics in various streams, including Strategy and Leadership, Finance, HR, Marketing, Information Technology, and Operations. The pedagogy employed for executive learning would include case discussions, lectures, group exercises, role plays, management games, simulations, seminars, assignments, project work, audiovisual aids, ICT-based learning methods and, etc.

Content of the Programme

Core & Elective courses

Proposed Executive MBA programme is to be completed in total of VII terms. The detail of the courses for these terms are as follows:

Term I (Core Courses)

Sr. No.	Course Name	Credits
1	Financial Reporting and Analysis	1
2	Marketing Management	1
3	Communication for Managers	1
4	Business Statistics	1
	Total	4

Term II (Core Courses)

Sr. No	Credits	
1	Management Accounting	1
2	Advanced Analytics - I	1
3	Behaviour in Organizations	1
4	Managerial Economics	1
	Total	4

Term I (Core Courses)

Term III (Core Courses)

Sr. No	Credits	
1	Advance Analytics - II	1
2	Designing Work Organizations	1
3	Operations Management	1
4	Management Information Systems	1
	Total	4

Term IV (Core Courses)

Sr. No.	Credit s	
1	Financial Management	1
2	Strategic Management	1
3	Legal Aspects in Management	1
4	Macroeconomic Environment	1
	Total	4

Term V (Core & Elective Courses)

. Course Name	Credits
Human Resources Management	1
Quantitative Decision Making	1
Elective I	1
Elective II	1
Total	4
	Quantitative Decision Making Elective I Elective II

Term VI (Elective Courses)

Sr. No. Course Name Credits

- 1 Elective III 1
- 2 Elective IV 1
- 3 Elective V 1
- 4 Elective VI 1
 - Total 4

Term VII (Elective Courses)

Sr. No	. Course Name	Credits
1	Elective VII	1
2	Elective VIII	1
3	Elective IX	1
4	Project Presentation and Final Submission (This will start from Term V and the final submission will take place in Term VII)	3
	Total	6
	Grand Total	30

Elective Courses List

Sr. No. Course Name

Credits

E-Commerce	1
Blockchain	1
Internet of Things (IoT)	1
Business Intelligence & Data Mining	1
Business Forecasting & Analytics	1
Big Data Analytics	1
Artificial Intelligence & Applications	1
Digital Marketing Analytics & Optimization	1
Programming in Python and R	1
Financial Analytics	1
Supply Chain Analytics	1
People Analytics	1
Customer Analytics and Artificial Intelligence	1
Healthcare Analytics	1
Predictive Analytics for business	1
Data Analytics and Statistical Computing	1
Analytics for Strategy	1
Analytical Decision Modelling	1
Cloud Technology & Security	1
	Blockchain Internet of Things (IoT) Business Intelligence & Data Mining Business Forecasting & Analytics Big Data Analytics Artificial Intelligence & Applications Digital Marketing Analytics & Optimization Programming in Python and R Financial Analytics Supply Chain Analytics People Analytics Customer Analytics and Artificial Intelligence Healthcare Analytics Predictive Analytics for business Data Analytics and Statistical Computing Analytics for Strategy Analytical Decision Modelling

*More Electives may be added based on experts' opinion.

1 credit = 30 hours

Classes Schedule

Classes shall be conducted in the following schedule on Fridays, Saturdays, and Sundays every week.

DayTimingsFriday6:30 PM to 9:45 PMSaturday3 PM to 9:45 PMSunday10 AM to 1:15 PM

In addition to the above-mentioned slots, the classes for elective courses may be scheduled on Saturday mornings (10 AM to 1:15 PM) and Sunday Evenings (3 PM to 6:15 PM).

Eligibility Criteria

To be eligible for the programme, the candidate must have:

• A Bachelor Degree or equivalent with a minimum of 50% marks or equivalent CGPA with Minimum 3 years of full-time post-qualification managerial/professional experience as of March 31, 2022.

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- Score on any one of the following test:
 - A valid CAT/GMAT/XAT/GATE/GRE score
 - IIM Sirmaur Ex-MBA test score (if conducted)

Selection Process

- Based on the valid qualifying scores of the GMAT/XAT/CAT/GATE/GRE or entrance exam conducted by IIM Sirmaur in collaboration with EV for ExMBA, candidates shall be shortlisted for a Personal Interview.
- Offer of admission shall be made based on the composite score obtained along with the various parameters of selection (Qualifying test score as referred above, Personal Interview, Academic and professional profile).

Gross Programme Fees

The programme fees for the proposed 2023 batch is INR 9.5 Lakh (approx). Fee includes tuition, reading materials including cases, and other facilities provided by the institute. The expenses for the international immersion programme shall be additionally borne by the candidates (if organized). In addition, the costs related to the two visits for in-campus modules at IIM Sirmaur Campus shall also be borne by the candidates.

Maximum enrolment

120 seats

Mode

Hybrid (2 three days' module in campus)

Duration

24 months

Admission Schedule

The important dates for admission related activities are given below:

Activity	Date
Announcement of the Programme	March 22, 2023
Last date for submitting the application form	May 31, 2023
Ex-MBA Entrance Exam Date	June 15, 2023
Announcement of Shortlisted candidates for PI	June 16, 2023
Personal Interview and Announcement of Result	June 30, 2023
Deposition of the First instalment of fees	July 15,2023

Annexure-II

Programme Description Sheet Executive MBA in Business Administration (ExMBA)

Programme Name (as on Certificate)	Executive Master of Business Administration (Batch: 01			
Certificate Issued By	Indian Institute of Management Sirmaur Studio				
Programme Directors	Professor Prafulla Agnihotri and Professor B. Karthikeyan				
Programme Faculty	 IIM Sirmaur Faculty If required, outside faculty would be invited to offer specific courses in the domain of their expertise 				
Programme Description and Objectives	 The business environment in India is rapidly changing. It is far more dynamic today than ever before. Managers must adapt to professional way of managing businesses to remain afloat in today's dynamic environment. This programme is therefore developed to educate and enable the future managers to understand and learn how to tackle the challenges faced by the business and continue to contribute to the national economy in a bigger way. It is also aimed for those working professionals who cannot quit their jobs to pursue a full-time MBA. The program should help them to build the conceptual understanding of the theory and develop their analytical skills; will expose them to the theory related to the functional aspects of the business and groom them in developing strategies to solve the managerial issues. After completing this programme, the participants should be able to Develop a conceptual understanding of various aspects of management, Appreciate the functional aspects like Marketing, Finance and Accounting, OB and HR, Operations Management and MIS. Learn how to develop and execute strategies in a complex business environment, and 				
Alignment with LDP Mission and Goals	 To provide functional and strategic orientation of business principles and practices to the aspiring managers who are working in lower positions in the industry and To improve the managerial, leadership and entrepreneurial abilities of the aspiring managers / entrepreneurs. 				
Who should attend / Target Segment	The owners / scienc of Family Managed Businesses				
Programme Content	The program will be spread over two years - the first year will have common courses like Marketing, Finance, Accounting, OB, HR, MIS, Principles of Management, Operations, Quantitative Technique, etc. The second year will be a mix of common courses and electives from domains like Marketing, Finance, HR, Operations and MIS in which the participant wishes to specializes in.				

Pedagogy	 Interactive discussion Projects and Assignments Case Studies 						
Duration of the programme (months/year)	Two Years Total number of hours 750 (approximately))			
Programme Schedule	Frequency (N Two	lo. of days i	n a wee	ek):	Day	s of the week:	TBD
Campus	Duration: 14 DAYS (07 Days * 2 times)	Aration: 14 AYS (07 Days * times) Rs. 6,000/- per day per participant for double accommodation (twin-sharing) 2 nd					Dates :TBD 1 st Campus Visit 2 nd Campus Visit
Evaluation	Written Tests	Assignr	nents	Or	nline	Exam.	Others
Methodology	Examination/Eva	luation shall	be conc	ducted	by th	ne institute	
Certification	Candidates who successfully complete the program will receive a Degree of ExMBA (Executive MBA) from IIM Sirmaur during the Annual Convocation; Those with requisite participation but complete ONLY the first year shall receive a Post Graduate Diploma in Business Management (PGDBM); those who have received poor grades in more than FOUR courses will receive a Certificate of Participation.						
Eligibility	 Graduation in any Discipline with m from a UGC / AICTE approved colle University and Have an experience of at least 2 ye after graduation; 			.ege /	0 %	Batch Size	Min:70 Max:250
Programme Delivery	The sessions will be delivered through the online platform and through face-to- face sessions at IIM Sirmaur campus. Participants will attend the online classes from the centres. The online examinations will be held at the centres under a proctored environment managed by the selected service partner.						
Applicable Channel	Retail			In	1 - CO	mpany	
Admission Criteria	 Corporate Nominations from Multiple Corporates Implication + Credentials Function + Credentials Function + Credentials 						
	Any other:						
	All Fees are payable by Corporate/ Student directly to the service partner.						
	Application Fee (taxes extra)			Rs. 2500/-			
Fees (Taxes extra	Programme Fee (Taxes extra)			First Year: Rs. 5,50,000/- Second Year: Rs. 4,00,000/-			
wherever applicable)	Books/Study Material Fee		0	0			
applicable)	Campus Visit		Rs.	Rs. 6,000/- per day on twin sharing basis			
	Any other fee (Fin & Admin Charges) /						
	Total Fee		Rs.	Rs. 9,50,000 /-			

	Collection of Fee: Program Fee will be collected by the service partner. Campus Fee to be collected by IIM Sirmaur.						
Installment Schedule (Campus Fees separately to be paid to IIM Sirmaur)			I		II	III	
	Date		Rolling, on Selection				
	Amount INR						
	Amount USD						
Payment to IIM Sirmaur Schedule	Date	TI	3D				
	Amount						
Programme Launch Schedule	Sales Laun	ch Date			TBD		
	Application	n Closur	e Date		TBD		
	List of Sele	ected Ca	ndidates	Date	TBD		
	Date of 1st	Installn	nent		TBD		
	Induction I	Date			July 1 st Week 2023		
	Date for 1 ^s	t Class			July 1st week 2023		
	Programme	e End Da	ate		February 2025		

- Books will be procured and forwarded to students by IIM Sirmaur.
- Board and lodging arrangements for participants during campus visits will be made either in or near the IIM Sirmaur campus.
- Payment of campus visit fee is mandatory

FINANCIAL BID FORMAT

Tender No.: IIMS/EEP/2022-23/01 Dated 23.02.2023

Inviting bidders from EVs for Engagement as Service Provider to Market and End-to-End manage Executive MBA in Digital Transformation and Analytics

Price is to be quoted in the following format:

Name of Bidder:		
(a). Percentage (up to 2 decimals) of the	In	
share of Gross Program Fees* per enrolled Participant/Student (excluding GST)	figures	
offered by the Bidder to the Institute. * As detailed in programme description sheet.	In words	
(b). The minimum number of participants promised for this Programme.	In figure	

- (a) Gross Program Fees exclude GST and other taxes, if any from the total fees.
- (b) The percentage share quoted shall be supported by minimum promised 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 promised number of the participants, then his revenue share will be reduced keeping the IIMS share as fixed as promised.
- (d) Program may be offered in online (virtual mode), mode with a component of campus visit.
- (e) Bids with conditions of any kind will be rejected.
- (f) In case of any discrepancy between figures and words, the value in stated in words shall prevail.
- (g) Price quoted should be all inclusive, except GST.
- (h) Price quoted in any form other than as above will result in the rejection of the Bid.
- (i) Any corrections/interlineations on this page shall result in rejection of the Bid.
- (j) Bidders are mandatory to submit undertaking as per Annexure IV along with the price bids.

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

Annexure-III (B)

FINANCIAL BID FORMAT

Tender No.: IIMS/EEP/2022-23/01 Dated 23.02.2023

Inviting bidders from EVs for Engagement as Service Provider to Market and End-to-End manage Executive MBA in Business Administration (ExMBA)

Price is to be quoted in the following format:

Name of Bidder:						
(a). Percentage (up to 2 decimals) of the	In					
share of Gross Program Fees* per enrolled	figures					
Participant/Student (excluding GST)						
offered by the Bidder to the Institute.	In words					
* As detailed in programme description						
sheet.						
(b). The minimum number of participants	In figure					
promised for this Programme.						

- (a) Gross Program Fees exclude GST and other taxes, if any from the total fees.
- (b) The percentage share quoted shall be supported by minimum promised 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 promised number of the participants, then his revenue share will be reduced keeping the IIMS share as fixed as promised.
- (d) Program may be offered in online (virtual mode), mode with a component of campus visit.
- (e) Bids with conditions of any kind will be rejected.
- (f) In case of any discrepancy between figures and words, the value in stated in words shall prevail.
- (g) Price quoted should be all inclusive, except GST.
- (h) Price quoted in any form other than as above will result in the rejection of the Bid.
- (i) Any corrections/interlineations on this page shall result in rejection of the Bid.
- (j) Bidders are mandatory to submit undertaking as per Annexure IV along with the price bids.

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

Date: Place:

UNDERTAKING TO COMPLY WITH THE MINIMUM COMMERCIAL REQUIREMENT

(Authorized Signatory) hereby Ι, _ undertake to abide bv the provisions of the Bid documents for of through IIM Sirmaur tender the following:

a) I agree and accept that IIM Sirmaur would be collecting additional fees directly from the participants towards campus visit, if any, and that as a bidder (and later, as an EV or the partner), I would not be entitled to receive any share in this fees collected by IIM Sirmaur towards campus visit, as IIM Sirmaur would be charging this to the participant on a cost basis only, as per provisions of this tender.

b) I accept and agree that the participant fee for the programme would be decided based on the market situation in consultation with IIM Sirmaur, as provided in this tender.

c) I accept and agree that the total revenue for the programme (gross of taxes) is calculated as the product of the number of participants and per participant fees gross of taxes, as specified in this tender.

d) I accept and agree that IIM Sirmaur is exempt from paying Income Tax under the provisions of Section 10(23C) (iii ab) of the Income Tax Act of 1961, as provided in this tender. Based on this, I agree and accept that the responsibility for the taxes and other duties as applicable on fees collected from the students would be our sole responsibility and that we would not be deducting any TDS for the amounts payable to IIM Sirmaur as per the provisions of this tender.

e) I also agree and undertake that the share of Revenue payable to IIM Sirmaur would be transferred to the account of IIM Sirmaur within a maximum of 15 days from the date of receiving the invoice from IIM Sirmaur, as per the provisions of this tender.

f) I accept, the Programme Description Sheet (PDS) with an intention of receiving the final commercial quote for the Programme and tender provisions. I also understand and agree that the final criterion for awards of Programme would be the maximum share of revenue payable to IIM Sirmaur, offered by the EV through a competitive process.

g) I agree to pay the electricity and the water charges, on a monthly basis, on actuals determined by IIM Sirmaur, based on the invoice raised by IIM Sirmaur.

In addition to the above, I shall abide by other conditions like studio set up, media campaign etc. as given in the tender.

(Name and Signature of authorized personnel of EA)

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