

### भारतीय प्रबंधन संस्थान मुंबई

# Indian Institute of Management (IIM) Mumbai (Erstwhile NITIE Mumbai)

विहार सरोवर मुंबई- Vihar Lake, Mumbai 400 087

Website <a href="https://www.iimmumbai.ac.in">https://www.iimmumbai.ac.in</a>
(Only Through Online e-Procurement Mode)

IIM e-Procurement / e-Tendering Website : : <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

Notice Inviting e-Tender (NIT) for the work of Empanelment of Edu-tech Firms for Providing Technology & Marketing Services for IIM Mumbai to conduct Online/Blended Executive Education Programs & other related services for Long Term Programmes

#### **Indian Institute of Management, Mumbai**

(Under Ministry of Education, Government of India)
Vihar Lake, Mumbai 400087
Email: program@iimmumbai.ac.in
URL: www.iimmumbai.ac.in

Tender Inviting Authority: Assistant Administrative officer (SRIC)

(Tender Document, Instructions to Tenderer, General conditions of Contract and Special conditions of Contract)

# Indian Institute of Management (IIM), Mumbai (erstwhile NITIE, Mumbai)

# **NOTICE INVITING e-TENDERS (NIT) For Long-Term Online Executive Programs**

**Tender Document**: Tender document will not be issued in person. The tender document can be downloaded from https://eprocure.gov.in/eprocure/app & IIM Mumbai website https://www.iimmumbai.ac.in.

Tenders downloaded from the website must be accompanied by requisite tender fee failing which tender will not be considered.

Cost of Tender document & e-Tender Processing Fees ( Applicable-Non Refundable)	Rs. 500.00 (Rupees Five Hundred Only): (Pay through e-Payment mode online on portal, e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking for Cost of Tender Document)
Download of Tender document Online	27/06/2024
Last date for receipt of Tender Online	18/07/2024 - Before 11.00 am. IST
Opening of the Tenders (Part-1) Online	19/07/2024 - 11.30 am. IST
EMD	Rs. 2,50,000/- (Rupees two lakh fifty thousand only) Pay through e-Payment mode online on portal, e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking.

1. Opening of the bid Online: Bid will be opened in the presence of tenderers or their authorized representatives, who are present online. Late and delayed tenders will not be opened, and such tenders will stand summarily rejected.

In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be fraudulent, following will be the course of action:

- [a] **Before award of work**: The work will not be awarded, EMD will stand automatically forfeited, and the tenderer will be liable for further action as may be deemed fit; OR
- [b] **After award of work**: The award of work will be cancelled, EMD and Security Deposit, will stand forfeited, and the contractor will be liable for action as deemed fit.

**Evaluation of tender**: In case two or more tenders are found equal in commercial bids, work will be awarded to the contractor who has executed satisfactorily contracts of higher values based on the certificate of experience submitted along with tender papers assessment carried out by the Institute and as per the condition no. X.

The Director, IIM Mumbai (erstwhile NITIE Mumbai). reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not binding himself/herself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed on the website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> & <a href="https://www.iimmumbai.ac.in">https://eprocure.gov.in/eprocure/app</a> & <a href="https://www.iimmumbai.ac.in">https://www.iimmumbai.ac.in</a>. Tenders downloaded from the website must be accompanied by requisite tender fee failing which tender will not be considered.

# 2. E-TENDER FOR empanelment of Edu-tech Firms for Providing Technology & Marketing Services for IIM Mumbai to conduct Online Open Executive Education Programs & other related services

The institute invites E-Tender <u>under a two-bid system</u> from the eligible companies/firms/agencies for providing Technology & Marketing Services for IIM Mumbai's Online Open Executive Education Programs & other related services at IIM Mumbai.

The subject tender is proposed to be taken up through electronic mode (e-tendering) and the bidding agencies are requested to note the following instructions for submission of e-bids.

#### 3. ELIGIBILITY CRITERIA:

**A.** The following documents are to be furnished by the tenderer in Technical bid. Only those bidders who meet the below mentioned minimum criteria will be considered for Financial Bids:-

#### **Essential**

- 1. Bidder should be a Proprietary/ Partnership firm/ Company. Joint ventures companies are not allowed.
- 2. The bidder should be in the Edu-Tech business of providing Synchronous technological and Marketing services & have satisfactory completion of contracts/ assignments to date in the field of providing Synchronous technological & Marketing services to IIMs, IITs, ISB, NITs, IISERs, and or top 100 NIRF Ranking institute. (Details to be provided in Format -4)
- 3. Bidder should have done at least 1 long-term program (200 + hrs and more than 1 year duration) for PGP, PGPEx, eMBA till date during last 5 years as on 31.05.2024 (Details to be provided in Format -4 with Proof- Program description sheet/Self-attested and CA certified completed list of program/ Course completion certificates provided by the respective institute/ Invoices etc.)
- 4. The bidder must have work force/professionals (required nos. and having skill of educational marketing and synchronous programs technical competence) on their roll. (Details to be provided in Format- 5)
- 5. The bidder must have minimum employee strength of 10 people (on payroll) (Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labour authorities and valid ESI & PF registration to be attached. Copy of up-to-date remittance to ESI & PF authorities to be also attached.)
- 6. The bidder should have at least one Center in each four zones (North, East, South, and West of India). The representative centers will facilitate students' attendance, classes, and other activities. Details are to be submitted in FORMAT-6.
- 7. The bidder should have a valid PAN& GST Registration number.
- 8. The bidder should not have been blacklisted by any department/institute of the Government of India in the past.
- 9. Signed and Scanned Copy of Tender Acceptance Letter (format-2)

#### **Desirable**

1. The Bidder's LMS platform should have AI capabilities.

#### B. Financial Bid

- 1. Financial bid of only technically qualified bidders shall be opened.
- 2. BoQ/Financial Bid: The rate of percentage should be quoted ONLINE as per the BoQ/Financial Bid in excel sheet (as per Format 3). Any extra charges other than the contract agreed amount will not be paid by the Institute.
- **3.** Taxes/ GST, as applicable, are extra and should be shown separately in appropriate column of BoQ/ Financial Bid. The bidders are advised to download this BoQ.xls as it is and quote their rate of percentage only and upload the same as the Financial Bid. The bidder shall not tamper/modify downloaded financial bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected.
- 4. Do not quote price in the Technical Bid or elsewhere it would lead to bid getting disqualified without any further reference to the bidders.
- 5. The prices must include all the applicable taxes and duties, fees, and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.
- 6. IIM Mumbai reserves *the right to negotiate* the quoted price with the successful bidder as per process.
- 7. All Edu-Tech partners agreeing on the quoted or negotiated price of the successful bidders will be empaneled as service providers for online courses of Long-term programs.

#### 4. GENERAL TERMS & CONDITIONS

#### A. Bid Validity:

The submitted bid by the bidder shall remain valid for a period of 120 days from the date of opening of the bid. The bidder shall be blacklisted from IIM Mumbai if a bidder withdraws his bid during the period of bid validity as specified in the bid form.

#### **B.** Payment Terms:

All fees, including programme fee, study material fee, boarding and lodging charges etc. shall be paid by the participants directly to the service provider or as decided by the Institute. The shareable revenue shall be released by the service provider based on the invoice raised by the Institute as described in Programme Description Sheet (PDS) agreed by both the parties. (Nonshareable items like boarding and lodging charges, etc. shall be excluded from the total Shareable revenue with bidders.)

Payment should be released within 30 days of submission of invoice by IIM Mumbai, provided the same is complete and duly authenticated by the specified Officer(s) of IIM Mumbai. Payment, including GST, shall be released by E-payment/NEFT/RTGS.

IIM Mumbai will collect the fees and release the share of the revenue to the service provider as per the agreement by both parties.

#### C. Rejection of Tender (s):

IIM Mumbai reserves the right to reject any or all the bids either in part or full relating to the work under this Tender Document without any reason whatsoever. IIM Mumbai reserves the right to accept or reject any or all tenders received by it without assigning any reason whatsoever. IIM Mumbai may also withdraw or cancel the tender either in part or in full to its sole discretion.

#### D. Authorization:

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. Later, if it comes to light that the person signed had no authority to do so, IIM Mumbai may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges, and damages.

#### **E. Contract Period:**

The initial empanelment will be for a period of three years, and on satisfactory completion, the empanelment may further be extended for a period of two years, and on satisfactory completion of the work, it may further be extended to another two years. Hence, on satisfactory and successful execution of work, empanelment may be for a period of five years. The terms & conditions will remain the same as per the original contract.

#### F. Compliance of statutory obligations:

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, or suit initiated against IIM Mumbai by any individual, agency, or government authority due to acts of the bidder, the bidder shall be liable to make good / compensate such claims or damages to the IIM Mumbai. As a result of the acts of the bidder, if IIM Mumbai is required to pay any damages to any individual, agency, or government authority, the bidder would be required to reimburse IIM Mumbai such amount along with other expenses incurred by IIM Mumbai. IIM Mumbai reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

#### **G.** Assignment and sub-contracting:

The successful bidder shall not assign, sub-contract, or sublet the whole or any part of the contract in any manner. In unavoidable circumstances, the successful bidder shall be able to do it with the prior approval of IIM Mumbai. However, the work shall be sublet only to the party approved by IIM Mumbai. Prior approval of IIM Mumbai will be necessary to sublet the work

#### H. Award of similar types of work/services on the same rates:

Upon mutual consent, IIM Mumbai may award a similar types of work / services / program for which the rates shall be valid during the contract period.

#### I. Quantum of work:

This contract is basically a delivery of a program on a revenue-sharing basis. The rates fixed for the contract shall remain the same throughout the contract period. The actual executed quantities paid for the Programme will be assigned to the selected bidder empaneled for the work described in this tender based on their performance and customer satisfaction/feedback. However, it should be noted that the program assignment would be purely at the discretion of IIM Mumbai.

#### J. Exit Clause:

This is a service contract and the bidder has to complete the services as stipulated in FINANCIAL BID. However, if conditions are beyond control of the bidder and upon recommendation of the competent authority, the contract can be terminated after giving two months' notice period. Decision of Director, IIM Mumbai would be final and binding to all. However, all on-going/existing service contracts must be completed as per discretion of Director, IIM Mumbai.

#### **K.** Contract Agreement:

If required by IIM Mumbai, the successful Bidder must execute a contract Agreement with IIM Mumbai on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only). The cost of stamp paper shall be borne by successful Bidder. IIM Mumbai reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

#### L. Indemnity:

The bidder shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The bidder shall abide by and observe all statutory laws and regulations as applicable in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Royalty, Excise Duty, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The bidder shall not employ child labor.

#### M. Termination of the Empanelment:

#### M.1 Termination due to contractor's Default

If the Contractor 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 Contract or Contract Work with due diligence.
- (b) Any serious issue related to safety/ critical complaint from the participants.
- (c) Any issue including Technological failure, execution of marketing as per approved marketing plan, etc.
- (d) Failure to 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 Mumbai.
- (f) Delay in executing the Contract/ Empanelment

- (g) Abandoning the Contract/ Empanelment
- (h) Assigning or subletting any part of the Contract Scope of Service without the prior written approval of IIM Mumbai.
- (i) Failure to comply with Financial obligations of the contract in a time-bound manner.
- (j) Failure to comply with any Applicable Law.

then, and in any such event and without prejudice to any other rights or remedies that IIM Mumbai may have, IIM Mumbai may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIM Mumbai may terminate all or any part of the Contract Service/ Empanelment under this Contract and may then complete or have others complete all such terminated Work at the consultant's sole risk and cost.

In case of such termination, Contractor shall not be entitled to receive further payment, until the terminated Service is completed and accepted by IIM Mumbai. If the costs incurred by IIM Mumbai, including costs incurred in performing additional services to complete the Contract Scope of service and IIM Mumbai overheads in this regard, exceed the unpaid balance of the Contract Price, the Contractor shall reimburse IIM Mumbai such excess within ten (10) days after receipt of an invoice thereof.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIM Mumbai by law, equity, or under any other Article in this Contract. Such termination will not relieve the Contractor of its responsibility to its labourers, suppliers, or any other creditors, including IIM Mumbai.

#### **M.2 Termination for Convenience**

IIM Mumbai may, at its discretion, terminate for convenience the Empanelment, at any time by written notice to service provider(s). Such notice shall specify the extent to which the performance of Service is terminated and the effective date of such termination.

#### N. Performance Security Deposit:

Successful bidder has to submit Performance Security Deposit (PSD) of Rs. 5,00,000 (Rupees Five Lakhs only) in the form of Bank Guarantee within two weeks from the date of award of contract in the form of bank guarantee from a scheduled commercial bank in favour of "Indian Institute of Management Mumbai". Validity of PSD must be up to contract duration plus two months & needs to be extended for any extension in contract period (if any). If any amount remains liable to be recovered by IIM Mumbai from the bidder or in the event of termination of contract by IIM Mumbai on account of breach of any terms and conditions of the contract by the bidder, the bank guarantee shall be invoked by IIM Mumbai. PSD needs to be renewed for the period for any contract period extension if any. PSD will be revoked on completion of scope of work to the satisfaction of IIM Mumbai. INTEREST WILL NOT BE APPLICABLE ON PSD AMOUNT.

#### **Information for bidder**

- i. No subsequent increase in rate (except taxes/ GST as applicable from time *to* time by appropriate authority of Govt. of India) will be allowed under any circumstances during policy period of one year or duration of the programme, whichever is higher.
  - ii. If any discrepancy is found between the figure and in words in the financial bid, the value in words shall prevail. The committee shall correct errors, if any and sign the same.
  - iii. The bidder is expected to examine all instructions, Forms, Annexures, Terms and Conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.
- iv. No alterations should be made in any of the contents of the bid document by scoring out/removing any pages online/editing the contents of the bid document etc. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this part are liable to be rejected.
- v. The bid document and the enclosures as well as all correspondence and documents shall be written in English language. All the relevant particulars in the lender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.
- vi. Tender by hand, post, courier, fax, mail or any other mode will not be accepted. Under no circumstances tender documents will be received after the above date/ time.
- vii. Tender document and other details can be obtained from the institute website <a href="www.iimmumbai.ac.in">www.iimmumbai.ac.in</a>. Amendment/ Corrigendum, if any, will be notified in above websites only. No press notification will be issued in this regard. Bidders are therefore requested to regularly visit above websites for updates.
- viii. More than one bid from the same company shall disqualify the bidder.
- ix. **OPENING AND EVALUATION OF BIDS:** The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/ document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/ document(s) within the prescribed date and time, the proposal shall be liable to be rejected. The bidder who meets the Eligibility Criteria' shall be shortlisted as the technically responsive bidders.
- x. **SELECTION OF SUCCESSFUL BIDDER:** Only technically responsive bidders who fulfill the eligibility criteria, have clear credentials, and have not been debarred/blacklisted will be shortlisted for opening financial bids.

After evaluation of bids, the bidders who qualify the technical bid round as well as quote the lowest rate of percentage for the Long Term Programme shall be declared as the successful service provider for that category. In the event of receiving more than one Financial Bid quoting the same revenue share percentage amount, the final selection of successful bidder shall be made in the following manner:

- a) The one with the highest aggregate turnover during the last 3 years;
- b) In case of more than one bid having the same total turnover, then the earliest one registered with the law as per Govt.
- c) In case of more than one bidder had been registered on the same day, then by 'Draw of Lots".
- xi. Bidders who do not fulfil any of the above conditions or incomplete or conditional bids are liable for rejection.
- xii. The service provider shall not sublet the policy or transfer the policy to any other insurer/ agency or person in any manner.
- xiii. Any *act* on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- xiv. Canvassing/ marketing/ offering promotional services etc. in any form will invite disqualification of that bidder.
- xv. Dispute Resolution: In the event any dispute or differences arises under this agreement, the decision of the Director, Indian Institute of Management Mumbai shall he final and binding on both the parties. The decision of Director IIM Mumbai, will be final in all respect.
- xvi. Applicable Law: The Court of Jurisdiction shall be Mumbai for all such purposes.

#### 5.SCOPE OF WORK

The objective of this tender is to empanel competent agencies for providing service as explained in detailed scope of work mentioned below:

The Scope of work and services enumerated below are indicative and may not be exhaustive.

The parties are expected to undertake the following:

#### 1. Providing of Technology Platform and Marketing support:

- a) The Interested parties will undertake all necessary marketing activities to acquire the targeted participants for various long term (200+hrs & more than 1 year) programme unless participants for any specific programs are sourced directly by IIM Mumbai.
- b) IIM Mumbai would like to engage the services of an appropriate service provider, to provide IIM Mumbai blended learning Programmes to be delivered to participants using multimedia based online education using contemporary technology.
- c) IIM Mumbai expects the service provider to provide technology support, participant enrolment, development of marketing materials, aid in internet-based delivery, and participant management services including enrolment, attendance management services, to all the Participants enrolled.
- d) The bidder has to submit the Marketing and Promotional plan for each programme well in advance for IIM Mumbai approval. Bidder has to do the marketing as per approved Marketing plan.
- e) The Service Provider will provide marketing and promotional services in respect of the awarded programme(s) and should acquire a minimum of students for each program as per the direction given by the Program Directors.
- f) The cost of all marketing, promotional and coordination activities, including advertisements, shall be borne by the Service Provider. All such marketing, and promotional materials used by the Service Provider needs to be consulted.
- g) The Service Provider would be using its technology platform to support IIM Mumbai in promoting e-Learning programmes through various websites either owned by the service provider or on websites that have partnership with the service provider or through other social media platform.
- h) To carry out an appropriate marketing activity, it is expected that bidder should have expertise in conceptualizing, designing, and creating digital marketing strategies and campaigns on various platforms like (LinkedIn, Facebook, Twitter, YouTube, Instagram etc.).
- i) The organization should have a dedicated team headed by an Account Executive, a fully charted out operational plan for the campaign ensuring maximum reach out to the target group, support for design of marketing strategies besides, an updated current database for mailing and call contact.
- j) The Service Provider is expected to have direct relationships with various sources, over the course of its development, which may be harnessed for the marketing of various IIM Mumbai blended learning programmes.
- k) The organization should also provide the key metrics like number of hits, number of impressions, No. of posts, no. of inbound links, no. of shares, no. of comments, percentage conversion etc. on an on-going basis, for the validation of the campaign plan. The service provider shall provide weekly performance report reports to IIM Mumbai.
- I) During marketing of IIM Mumbai's Open Online Executive Education Programmes, requests/enquiries are likely from its clients and potential clients for customized / regular programmes. All such queries/requests would have to be diligently passed on in quick time to nominated Executive of IIM Mumbai.

- m) On receipt of the work order, the bidder will start planning for finalising the Programme Description Sheet (PDS) in coordination with the concerned Programme Chair. The Programme Description Sheet [PDS] shall become part of the contract document.
- n) The Service Provider shall submit a separate Programme Description sheet (PDS] and agreed upon in writing prior to the Programme launch. PDS shall include all details of the programme covering Programme Name, duration, Brief contents, minimum number of participants, certification, student facilities, selection process, fee structures, timings, penalties for deficiencies in service etc.
- o) At the beginning of each programme Bidder has to comply with the minimum number of participants for each programme as agreed in Programme Description Sheet (PDS), failure of which shall attract penalty as specify in PDS.
- p) In case of registration of participants below the numbers (applicants who meet the criteria for selection as decided by IIM Mumbai) as indicated in the Programme Description Sheet, IIM Mumbai reserves the right to cancel, postpone the programme, or take any other suitable action.
- q) The Interested service provider will undertake all necessary marketing activities to acquire the targeted participants for each programme unless participants for any specific programmes are sourced directly by IIM Mumbai.
- r) The activities expected to be performed cover the various stages of end-to-end marketing including but not limited to electronic data mailing, demand generation and follow-up:
- 1. The bidder is expected to facilitate the minimum number enrolment of various programmes.
- 2. Produce Creatives and Display advertisements for social media
- 3. To provide end-to-end Go-To-Market (GTM) strategy for acquiring participants for IIM Mumbai Executive Education Programmes.
- 4. Digital and Social Medial Marketing: The bidder, after taking approval of IIM Mumbai must formulate a result-oriented comprehensive social media promotion strategy on the social media websites. Webinars Developing and Hosting micro-website for lead generation. The bidder is responsible for conducting a webinar as and when the faculty chair/s of the programme request. The micro-website of the programme related information is for the lead generation.
- 5. Weekly MIS and Lead Dashboard sharing.
- 6. Managing the examination process
- 7. To provide state of the art learning management system that would be accessible to all faculty of IIM Mumbai.

#### 6.GENERAL SCOPE OF WORK

- 1. The selected bidder needs to submit a quarterly report on the performance of the facilities provided by the selected bidder. IIM Mumbai on its own can also conduct an independent assessment of the facilities provided by the bidder.
- 2. The relationship of the bidder with IIM Mumbai would be a Service Provider to IIM Mumbai, and shall not amount to a Franchisor-franchisee relationship or a partnership.
- 3. The use of IIM Mumbai brand and logo name by the Service Provider shall be strictly as per norms/ specifications and guidelines defined by IIM Mumbai.
- 4. All processes involved in the e-Learning programme such as selection of participants, enrolments, evaluation, teaching, assessment, certification etc. of the participants shall be carried out as per IIM Mumbai policies and guidelines.
- 5. IIM Mumbai will decide about the course fee and develop and issue all the course material to the participants either through service provider or direct to the participants.
- 6. IIM Mumbai shall issue appropriate certificate as required to participants on closure of the awarded e-learning programme of IIM Mumbai as per policy.
- 7. The term of empanelment shall be initially for a period of one year effective from the date of issuing empanelment letter and subsequently may be renewed for two more years subject to satisfactory performance and review of the Service Provider and may further be renewed for two years subject to satisfactory performance and review as mutually decided.
- 8. On empaneling the bidder, for allotment of each programme an appropriate work order will be issued to the bidder for confirming the award of one e-learning programme.
- 9. Any deviation from the scope & terms of original Tender are not permitted unless specifically agreed in writing.
- 10. The bidders should not assign this contract in full or any part thereof to any third party.
- 11. **Penalty clause:** In the event of non-performance of any of the duties/ obligations or breach of any of the conditions arising out of the understanding, the bidder shall be liable for a penalty as mentioned hereunder:
- a) The bidder will make its best effort to maintain a high level of service, and shall take note of all advice/suggestions presented to them by IIM Mumbai to improve the quality of the experience, and shall provide detailed explanation of why such suggestions are not implementable in case they decide to not implement certain suggestions.
- b) If bidder does promotional and marketing activities of any programme without institution approval, it will be considered unauthorized and INR 1,00,000/- will be levied per instance.

#### **EVALUATION CRITERIA AND METHOD OF EVALUATION**

- a) Screenings shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- b) Bidders qualifying in the Technical Bid shall be eligible for opening of the financial bid.

#### **Recommended Rate:**

Lowest percentage [%] share of revenue as quoted by the bidder for that category of Long Term Programme among the technically qualified bidders will be declared as recommended percentage for that category of programme.

#### **Empanelment of agencies:**

The Recommended Percentage Share per Category of Program shall be offered to all qualifying bidders. The bidders accepting the recommended rate shall be empanelled as the service provider for that Category of Programme.

At the sole discretion of IIM Mumbai, the distribution of the work/programme shall also be based on relevant expertise of the bidder and subsequent performance of the bidder.

The decision of Director, IIM Mumbai will be final and binding to all for interpretation in case of any ambiguity.

#### FORMAT-1 TECHNICAL BID

(To be submitted online in .xlsx File)

#### (To be filled by the tenderer and submitted in the Technical Bid)

#### I. Details of Tenderer

Sl.N. Particulars

Details

- 1. Name of Tendering Agency
- 2. Name of the Proprietor/ Director Partner
- 3. Full Address of registered office with pin code
- 4, Mobile number of three top officials with name and designation
- 5. E-mail ID of the three top officials with name
- 6. Website of the agency, if any
- 7. Name and designation of authorized person with mobile number (authorization letter to be enclosed)

## II. Registration and Other Statutory document details:

- 1. Name of the agency (Individual/ Pvt. Ltd./ Company etc.) and Month & Year of the Establishment (attach self-attested
- 2. Permanent Account Number
- 3. GST Registration Number
- 4. PF Registration No.
- 5. ESI Registration No.

#### SI. Description

N.

- Bidder should be a Proprietary / Partnership firm/ Company. Joint ventures companies are not allowed.
- 2. The bidder should be in the Edu-Tech business of providing Synchronous technological and Marketing services & have satisfactory completion of contracts/ assignments to date in the field of providing Synchronous technological & Marketing services to IIMs, IITs, ISB, NITs, IISERs, and or top 100 NIRF Ranking institute.

Documents to be Yes/ Page Submitted No No.

Necessary documentary Evidence

(Details to be provided in Format -4)

	Bidder should have done at least 1 long-term program (200 + hrs and more than 1 year duration) for PGP, PGPEx, eMBA till date during last 5 years as on 30.05.2024 (Details to be provided in Format -4 with Proof- Program description sheet/Self-attested and CA certified completed list of program/ Course completion certificates provided by the respective institute/ Invoices etc.)	(Details to be provided in Format -4	
	The bidder must have work force/professionals (required nos. and having skill of educational marketing and synchronous programs technical competence) on their roll. The bidder must have minimum employee strength of 10 people (on payroll) (Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labour authorities and valid ESI & PF registration to be attached. Copy of up-to-date remittance to ESI & PF authorities to be also attached)	In this regard the bidder must submit organization chart of the team they propose to depute for this assignment, along with their brief profiles, and experience.  (Details to be provided in Format -5	
5	The bidder should have at least one Center in each four zones (North, East, South, and West of India) Representative centers for facilitating students' attendance, classes, and other activities.	Details are to be submitted in FORMAT-6.	
6	The bidders should not be blacklisted by any Department/ institute of the Government of India in the past.	Detailed CV and payslips	
7	Submission of Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labour authorities and valid ESI & PF registration lo be attached. Copy of up-to-date remittance to ESI & PF authorities to be also attached.)	relevant documents	
8	Scanned copy of 1. PAN 2.GSTIN (GST Registration	ion)	
9	Signed and Scanned Copy of Tender Acc (FORMAT-2)	ceptance Letter	

 All documents shall be attested by the authorized signatory, stamped, serially numbered and bounded (spiral/hardbound).

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#### FORMAT-2

## TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

	То,	Date:
	Director IIM Mumbai	
	Sub: Acceptance of Terms and Conditions of Tender & Price bid undertak	ing
	Dear Sir/ Madam,	
	Name of Tender:	
	As per the advertisement given on IIM Mumbai website,	
	We hereby certify that:  1. We have read the entire terms and conditions of the tender documents documents like Formats, schedule(s), etc.), which form part of the contract agree we shall abide hereby by the terms/ conditions/ clauses contained therein.	
	2. The corrigendum(s) issued from time to time by IIM Mumbai too have also be consideration in its totality/ entirety, while submitting this acceptance letter.	oeen taken into
	3. We have not tampered/modified the downloaded price bid template in any ma	nner.
	4. We offer to work at the rates as indicated in the Price Bid, inclusive of all ex GST component and GST if applicable will be paid extra as mentioned in separ Price bid format.	
]	5. We do hereby declare that our Firm has not been blacklisted/debarred becartment/Public sector undertaking and there has been no litigation with any department on account of these services.	
	We certify that all information furnished by our Firm is true & correct and in the information is found to be incorrect/untrue or found violated, then IIM Mumbai giving any notice or reason thereof summarily reject the bid or terminate the without prejudice to any other rights or remedy including the forfeiture of the fumoney deposit absolutely.	shall without contract,
	Yours Faithfully,	

(Signature of the Bidder, with Official Seal)

#### FORMAT: 3

#### FINANCIAL BID- LONG TERM PROGRAMMES

(to be submitted online in .xlsx File)

Date of Submission of e-Financial Bid :						
Name of the Agency:						
Correspondence Address:						
Tel/ Mobile No.:						
Email Id:						

Herewith I confirm my intent to provision of services in accordance with Terms of Reference.

Please see below my financial proposal and its breakdown:-

Description of services(LONG TERM PROGRAMMES)	Rate of Percentage (%)
Percentage(%) of net revenue for completion of the services per candidate per programme for long term programmes by the service provider (here the Edu-tech Company)	
GST extra, as applicable	

<sup>\*</sup>Net Revenue = Gross Revenue less Statutory Dues less Financial Costs (if any).

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### FORMAT: 4

Sr.no	the	year	Title Of The Program	Programs Coordinator	oī Program	Contact Hour of	Numbers Admitted	Participants Numbers Completed	attached
1	XYZ		Project Management	VKK/ GRR	6 month	90 hrs	156	145	

#### FORMAT: 5

Top Management		Technical staff			Marketing staff			Administrative Staff			
Name	Qualification	Experien ce	Name	Qualificati on	Experienc e	Name	Qualificati on	Experience	Name	Qualificatio n	Experience

#### FORMAT-6

	NORTH	SOUTH ZONE	WEST ZONE	EAST ZONE	CENTRAL
	ZONE				ZONE
No. of Centers					
Address of 2 centers					
Seating capacity					
Facilities					
Support staff at Center					