



विद्या परं दैवतम्

IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम

Indian Institute of Management Visakhapatnam

**Tender Document Inviting Bidders for
Engagement as Service Providers to Market & Manage
Executive Education Programs
of
IIM Visakhapatnam**

Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022

**Indian Institute of Management Visakhapatnam
Andhra Bank School of Business Building, Andhra University Campus,
Visakhapatnam - 530 003
Ph: +91 891-282 4444
Website: <https://www.iimv.ac.in/>**

1. NOTICE INVITING TENDER

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

S. No.	Item Name	Description
1	Service Description	Engagement of the Service Providers to market and manage Executive Education Programs of Indian Institute of Management Visakhapatnam
2	Tender Ref. No. and Date	IIMV/EEP/2022-23/01 Dated 11 April 2022
3	Date of e-Publishing on Central Procurement Portal	11 April 2022
4	Pre-Bid Meeting	18 April 2022 (Monday) at 1430 Hrs.
5	Closing Date & Time for Submission of Bids	02 May 2022 (Monday); 1600 Hrs.
6	Opening of Technical Bids	02 May 2022 (Monday); 1700 Hrs.
7	Bid Security	Bidder should submit Bid Security Declaration Form
8	Contract Period	Initially, for a period of two years. Can be further extended based on performance review, requirement of the Institute etc., at the discretion of the Competent Authority (Director) of the Institute, on mutually agreeable terms and conditions.
9	Contact Person & Authorized Person to whom the Bids are to be submitted <i>(in physical form only. Not by mail or in any other form)</i>	Senior Administrative Officer (Administration) Indian Institute of Management Visakhapatnam Andhra Bank School of Business Building Andhra University Campus Visakhapatnam 530003 Ph: 0891 2824 444 Mail: sao.administration@iimv.ac.in

Further details or clarifications (if any) may be obtained via email to sao.administration@iimv.ac.in with the subject line “Tender for EEP”. Mails will normally be responded to, during 1000-1600 Hrs on weekdays, till 15 April 2022 (Friday).

Pre-Bid Meeting: An online pre-bid meeting will be held on **18 April 2022 (Monday) at 1430 Hrs.** Bidders who wish to participate in the pre-bid meeting may forward their details to sao.administration@iimv.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 Visakhapatnam belongs to the prestigious IIM family of business schools. It is a new 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. The programs are being offered in online, offline (on-campus) and hybrid formats.
- (d) 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)
- (e) 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.
- (f) The programs are function/domain focused or a judicious blend of them, encompassing Areas such as viz. Decision Sciences, Economics & Business Environment, Entrepreneurship, Finance & Accounting, Information Systems, Management Communication, Marketing, Organization Behavior and Human Resource Management, Production & Operations Management, Public Policy, and Strategy.
- (g) A total of about 1300 participants were trained through the various MDP and FDP programs offered by IIMV in the year 2021 alone. [For more details, the potential Bidders are invited to visit the EEP page on our website (<https://www.iimv.ac.in>)].

(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 managing the EEPs of the kind described above.

3. GENERAL INSTRUCTIONS TO THE BIDDERS

(a) IIMV 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 IIMV reserves the right to amend/add details in the tender document under due notification to the Bidders.

(b) Bids received after the last date and time as mentioned herein shall be rejected. Bids that are not enclosed in closed covers shall be rejected. IIMV is not responsible for any delays in the submission of the Bids.

(c) Amendments to this Tender (corrigenda), if any, will be published on the Institute’s website under the “Tender Notices” section only. No separate communication will be sent to the Bidders; and hence, they 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 requirements enumerated below. These are indicative and not exhaustive. The successful Bidders [to whom the Contract(s) is/are awarded] hereinafter called the “Engaged Agency(ies)” 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.

(b) Marketing and Program Management

Marketing and 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

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 IIMV.

- 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.

(c) Enrolments

- (i) A minimum enrolment of (i.e., at least) 50 participants (meeting the prescribed admission-eligibility requirements) in each program, irrespective of its nature, type, structure, duration, fee-per-participant, etc., must be assured by the EA.
- (ii) The Bidder must conduct at least 15000 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.:4 of the 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. 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 IIMV.
- iv. Customization of the campaigns suiting individual programs.
- v. Providing justification to the Institute as to how the proposed campaigns are the best fit for obtaining targeted enrolments.

(e) Program Management Services

- i. Taking care of the program management comprehensively for the smooth, streamlined, and successful conduct of the programs.
- ii. Establishment and maintenance of a dedicated channel to support the program registration, access, queries, grievance-redress, and other requirements of the participants and IIMV.

- iii. Timely communication of the program logistics, schedules, changes (if any), etc. to the participants.
- iv. Ensuring the smooth delivery of programs by overseeing and close monitoring of the day-to-day operations.
- v. Deployment of the necessary licensed technology tools, platforms, and software interfaces to efficiently and effectively manage the Program deliverables, including hosting courseware, content sharing, assessment/evaluation, recording of sessions, and proctoring of exams etc.
- vi. 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.

5. **SUBMISSION OF BIDS**

(a) The Bids shall be submitted in hard copy only, as follows: -

- (i) **Cover-1: Technical Bid** - The following documents should be submitted:
 - 1. Bid Submission Letter (Annexure-1)
 - 2. Technical Bid along with all documents mentioned therein (Annexure-2)
 - 3. Bid Security 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 2017-18, 2019-20, and 2020-21
 - 7. Copy of PAN Card
 - 8. Copy of TAN (GST) Registration
 - 9. Details of IT Platform, LMS, etc. that are available and (to be) deployed for catering to IIMV
 - 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. Documents at S.No. 1 to 4 should be in original, and 5 to 13 should be relevant documents or their photocopies, duly attested by the authorized signatory and stamped.
- b. All documents should be arranged in the above order, serially numbered and stapled/bound, and placed in one single envelope.
- c. The envelope should be properly sealed and superscribed clearly as: **“Technical Bid - Tender for Service Providers for EEPs”**

- d. Name, Address, Mail ID and Contact No.s of the Bidder should also be provided on this cover.
- e. Financial Bid information SHOULD NOT be mentioned anywhere in the Technical Bid. Any breach will result in the rejection of the Bid.

(ii) **Cover-2: Financial Bid** - following documents should be submitted:

The Financial Bid document is to be filled in and submitted as per Annexure-5.

- 1. Any corrections and interlineations in the Financial Bid shall lead to rejection of the Bid.
- 2. Financial Bid should be properly filled in, signed by the authorized signatory, stamped, and placed in a separate cover.
- 3. This cover should be properly sealed and superscribed as: **“Financial Bid - Tender for Service Providers for EEPs”**.
- 4. Name, Address, Mail ID and Contact No.s of the Bidder should also be provided on this cover.

5. **Cover-3:**

- 1. Both the above covers (Technical Bid envelope and Financial Bid envelope), closed individually, will be put in this outer cover. It must be superscribed clearly as: **“Bid - Tender for Service Providers for EEPs”**
- 2. Bidder should mention Name, Address, Mail ID and Contact No.s of on this outer cover and send through Speed Post, Courier or By Hand to the address mentioned in the ‘Notice Inviting Tender’ so as to reach this office on or before the date and time mentioned therein. **Closing Date: 02 May 2022; 1600 Hrs.**

(b) All the information furnished shall be true, complete, and evidence-based. Documentary proofs should be attached for all claims made and information furnished in the Bid document.

(c) 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.

(d) Bids submitted shall remain valid for a period of 6 (six) months from the closing date for receipt of Bids.

6. **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) Bids without the required documents, incomplete or conditional bids, bids submitted in a format other than the one prescribed, Bids with interlineations and unauthenticated corrections, Bids received after closing date and time, Bids with Financial Bid in unclosed/open cover, etc. are liable for rejection. No correspondence in this regard shall be entertained.
- (c) IIMV reserves the right to reject any or all the Bids either in part or in full relating to the work under this Bid document, without any reason and without incurring any liability, whatsoever. IIMV 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. IIMV may also modify, withdraw, or cancel the tender either in part or in full, at its sole discretion.

7. **BID OPENING AND EVALUATION CRITERIA**

- (a) The Bidders must submit both Technical Bids and Financial Bids simultaneously, clearly superscribed as such, as specified in this Tender document.
- (b) 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. 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. The authorized representative attending the bid opening must carry his/her Aadhar Card in original. The Technical Bid opening meeting will held in physical mode.
- (c) Technical Bids will be evaluated first, to obtain a Technical Score as under:

(d) **Evaluation Criteria for Technical Bid**

S. No	Description	Documents to be provided	Max Marks
1	Record of successful completion of programs (as mentioned in the Scope of Work) in the institutions ranked in the top 50 of NIRF 2021 (Management Category), <u>excluding IIMs</u> <u>Count of Institutions:</u> <ul style="list-style-type: none"> • 01-03 Institutions: 03 Marks • 04-07 Institutions: 05 Marks • 08 and above Institutions: 08 Marks 	At least one set of Work Order & Corresponding Invoice as proof for each of the said institutions	08
2	Record of successful completion of programs (as mentioned in the Scope of Work), <u>in IIMs only</u> <u>Count of Institutions:</u> <ul style="list-style-type: none"> • 01-03 IIMs: 05 Marks • 04-07 IIMs: 08 Marks • 08 and above IIMs: 12 Marks 	At least one set of Work Order & Corresponding Invoice as proof for each of the said IIMs	12

S. No	Description	Documents to be provided	Max Marks
3	<p>Record of successful completion of programs <u>in IIMs only</u></p> <p><u>Count of programs, including repeat programs:</u></p> <ul style="list-style-type: none"> • 01-05 Programs: 05 Marks • 06-10 Programs: 08 Marks • 11 Programs and above: 12 Marks 	One set of Work Order & Corresponding Invoice as proof, for each Program	12
4	<p>Areas in which programs were successfully conducted (<u>in IIMs 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
5	<p>No. of Programs conducted <u>for IIMs only</u>, with a maximum (actual) enrolment of:</p> <ul style="list-style-type: none"> • 50 participants and less [0 Marks, irrespective of no. of Programs] • 51-75 participants: [1 Mark per Program, Max 5 Marks] • 76-100 participants: [2 Marks per Program, Max 10 Marks] • Above 100 participants: [3 Marks per Program, Max 15 Marks] 	Invoice (evidencing actual enrolment) as proof for each of the said Programs	30

S. No	Description	Documents to be provided	Max Marks
6	<u>Presentation on:</u> <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 <p>[Max 5 Marks for each]</p>	Documentary proof of strengths	25
Total Marks			100

Cut-off Marks for Qualifying: Bidders securing a **minimum of 60 marks** in the Technical Evaluation only will be considered as ‘Technically Qualified’. Financial Bids of only those Bidders who are technically qualified will be opened and evaluated further, as notified herein.

- (e) The evaluation for the award of the Contract will be done under the Combined Quality Cum Cost Based System (CQCCBS). Based thereon, the Technical Bid will be allotted a weightage of 80%, and the Financial Bid will be allotted a weightage of 20%.
- (f) In case of a tie, the Bidder who scores higher marks in the Presentation [Technical Bid: Item-6] will be credited (notionally) with five more marks (subject to a ceiling of 25 marks) and evaluation carried out.

8. 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 fifteen (15) days of 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.

9. PERFORMANCE SECURITY

Guaranteeing due performance under the Contract, Performance Security shall be furnished by the EA for a sum of Rs.10.0 Lakh (Rupees Ten 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.

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.
- (b) The Institute reserves the sole right to have a panel of Bidders and award the work to one or more Bidders, based on the nature and specificities of the programs to be conducted, irrespective of their being the lowest Bidder(s) or otherwise, under the aegis of this tendering process.
- (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, IIMV 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 with prior experience in the scope of work, for exclusive servicing of the IIMV contract. One of the resource persons shall be the single point of contact (SPOC), who will liaise with the counterpart in IIMV for the successful conduct of the programs.
- (g) The EA shall at all times use duly licensed software, tools, etc. for the management of the programs of IIMV. 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 IIMV 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 Visakhapatnam 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.

11. 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 on mutually acceptable terms and conditions.
- (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.
- (c) As already mentioned herein, the Institute reserves the sole right to have a panel of Bidders and award the work to one or more Bidders, based on the nature and specificities of the programs to be conducted, irrespective of their being the lowest Bidder(s) or otherwise, under the aegis of this tendering process.

12. 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.
- (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.

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 IIMV), 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.

14. 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.

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 Visakhapatnam, Andhra 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 Visakhapatnam/Andhra 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 Administrative Officer (Administration)
Indian Institute of Management Visakhapatnam
Andhra Bank School of Business Building
Andhra University Campus
Visakhapatnam- 530 003

Dear Sir,

Subject: Bid for Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Providers to Market & Manage Executive Education Programs

Subject to the conditions given in the tender documents, I/We hereby submit my/our bid for Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Providers to Market & 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.

S.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.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Providers to Market & 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.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for
Engagement as Service Providers to Market & Manage
Executive Education Programs**

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

S. No	Description	Documents to be Submitted
1	Record of successful completion of programs (as mentioned in the Scope of Work) in the institutions ranked in the top 50 of NIRF 2021 (Management Category), excluding IIMs.	At least one set of Work Order & Corresponding Invoice as proof, for each of the said institutions
2	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
3	Record of successful completion of programs in IIMs (only)	One set of Work Order & Corresponding Invoice as proof, for each Program
4	<p>Areas in which Programs were successfully conducted (in IIMs only)</p> <ul style="list-style-type: none"> • General / Business Management: • Decision Sciences & Information Systems: • Economics: • Entrepreneurship: • Finance & Accounting: • Management Communication: • Marketing: • Organization Behaviour & 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>	One set of Work Order & Corresponding Invoice as proof, for at least one Program for each of the said Areas
5	<p>No. of Programs conducted for IIMs (only), with maximum (actual) enrolment of:</p> <ul style="list-style-type: none"> • 50 participants and less • 51-75 participants: 	Invoice (evidencing actual enrolment) as proof, for each of the said Programs

S. No	Description	Documents to be Submitted
	<ul style="list-style-type: none"> • 76-100 participants: • Above 100 participants: 	
6	Presentation on [Max 5 Marks for each]: <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)

Notes:

- 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.
- Cut-off Marks for Qualifying: Financial Bids of only those Bidders who score 60 marks and above only will qualify. Only those Financial Bids will be opened and evaluated further.
- The Presentation will be evaluated by a Committee constituted by IIMV. The date, time and mode of the presentation shall be communicated by IIMV, post the closure date for the submission of the Bids, to the Bidders whose Bids are not rejected.
- Bidders should submit all the documents as mentioned in the Section 5 SUBMISSION OF BIDS.
- 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-5).

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

Name & Designation of the Authorized Signatory: _____

Date:

Signature:

Place:

Name:

Company Seal:

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

Date:

To:

The Senior Administrative Officer (Administration)
 Indian Institute of Management Visakhapatnam
 Andhra Bank School of Business Building
 Andhra University Campus, Visakhapatnam, AP

Sir,

Sub: 'Bid Security Declaration' for Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Providers to Market & Manage Executive Education Programs.

We, _____ understand that, as per Item 7 of the Notice Inviting Tender, bids may be supported with a 'Bid Security 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 Visakhapatnam 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.
- c. During the bid process, if we indulge in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We understand that this declaration shall expire, if we are not the successful Bidder, and on receipt of IIMV'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 Administrative Officer (Administration)
Indian Institute of Management Visakhapatnam
Andhra Bank School of Business Building
Andhra University Campus
Visakhapatnam 530 003.

Dear Sir,

Subject: Non-Blacklisting declaration in connection with IIM Visakhapatnam Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Provider to Market & Manage Executive Education Programs.

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Provider to Market & 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

**Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for
Engagement as Service Providers to Market & Manage
Executive Education Programs**

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

Name of Bidder:		
<u>Percentage</u> (up to 2 decimals) of the share of Program Fee per enrolled Participant/Student (excluding GST) offered by the Bidder to the Institute. The price quoted should be valid and applicable for any Program and any number of Programs launched by the Institute, mentioned under "Scope of Work".	In figures	
	In words	

Notes:

- (a) 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, irrespective of the nature and number of programs offered.
- (b) Programs may be offered in online (virtual mode), offline (on-campus) or hybrid mode.
- (c) Bids with conditions of any kind will be rejected.
- (d) In case of any discrepancy between figures and words, the value in stated in words shall prevail.
- (e) Price quoted should be all inclusive, except GST.
- (f) Price quoted in any form other than as above will result in the rejection of the Bid.
- (g) Any corrections/interlineations on this page shall result in rejection of the Bid.

Date:

Authorized Signatory:

Place:

Full Name:

Designation:

(Company Seal)

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

To:
The Senior Administrative Officer (Administration)
Indian Institute of Management Visakhapatnam
Andhra Bank School of Business Building
Andhra University Campus
Visakhapatnam 530 003.

Dear Sir,

Subject: Authorization for attending bid opening of IIM Visakhapatnam Tender No.: IIMV/EEP/2022-23/01 Dated 11 April 2022 inviting Bidders for Engagement as Service Providers to Market & 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.
2. Permission for entry into the hall where bids are opened may be refused in case authorization as prescribed above and/or Aadhar Card in original is not produced.

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