

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR

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

E-TENDER DOCUMENT FOR EMPANELMENT OF EDTECH PARTNERS FOR EXECUTIVE EDUCATION PROGRAMS OF IIM UDAIPUR



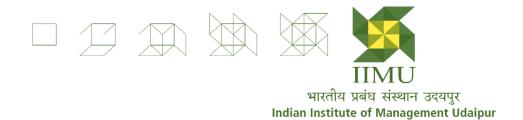
Tender reference No. - IIMU/Tender/Edtech/2024 dated: 12 Sep 2024

Indian Institute of Management Udaipur Balicha, Udaipur-313001, Rajasthan Website: www.iimu.ac.in



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NOTICE INVITING TENDER (NIT) FOR EMPANELMENT OF EDTECH PARTNERS FOR EXECUTIVE EDUCATION PROGRAMS OF IIM UDAIPUR

- 1. Indian Institute of Management Udaipur (hereinafter referred to as "IIMU") is an Autonomous Institute under the Ministry of Education, Government of India. IIM Udaipur is recognized as the premier management institution in the country. IIM Udaipur started its operations in 2011 and operates from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 150 faculty and staff.
- 2. IIMU invites an E-tender (online tender) from the reputed and experienced service provider (hereinafter referred to as "Agency" or "Bidder") under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for providing marketing, delivery & platform support for Executive Education programs of IIM Udaipur.
- 3. <u>Bidders must read the complete Tender Documents:</u> This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. The bidders must go through the complete Tender Document for details before submission of their Bids.
- 4. 'The bidders shall sign and stamp each page of this tender document as a token of having read, understood, and complied with the tender, the terms and conditions contained herein. Only online bids/tenders will be accepted. Incomplete bids/documents shall be rejected without giving any reason.
- 5. <u>Availability of the Tender Document</u> -This tender document containing eligibility criteria, scope of work, terms, and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal https://eprocure.gov.in/cppp/ or Indian Institute of Management Udaipur website:www.iimu.ac.in .
- 6. <u>Clarifications</u> A bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.
- 7. <u>Pre-bid Conference:</u> The bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned in the TIS. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate

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Indian Institute of Management Udaipur

or submit any query, then no subsequent representations from them regarding the Technical/commercial specifications/conditions shall be entertained. The procuring entity reserves the right to have multiple pre-bid meetings.

8. **Submission of Bids, EMD, and Tender document fee:** - Bids shall be submitted through online mode under the e-procurement system. No manual Bids shall be made available or accepted for submission. The bidders must apply online through E-Procurement portal https://eprocure.gov.in/cppp/ only. The original EMD and tender fee is to be submitted in a sealed envelope to be superscribed to this tender name & the name of their organization and must reach the below address before the last date & time for submission of the bid.

The Chief of Administration IIM Udaipur, Balicha, Udaipur-313001 Rajasthan

- 9. Cost of EMD & Tender Cost is exempted for Bidders (Micro, Small & Medium Enterprises) registered with District Industries Centre or any other bodies specified by the Ministry of Micro, Small & Medium Enterprises for the relevant category (as indicated in scope of work) and having valid registration certificate as on date of tender submission. The MSMEs would not be eligible for exemption of Tender Cost and EMD if,
 - (a) They are not registered for providing services in the relevant category.

OR

- (b) they do not have valid registration as on the date of tender submission for subject works. The tenderers seeking exemption from "EMD", being MSMEs, shall ensure their eligibility w.r.t. above and submit a registration certificate issued by the body under which they are registered which clearly mentions the relevant category (as per the scope of work) and Terminal Validity of registration. In the absence of any of the above requirements no exemption for "Cost of EMD" will be allowed and tenderer eligibility shall be dealt with as if they are not registered Centre or any other body(s) specified by the Ministry of MSME.
- 10. The tenders without the Earnest Money shall be summarily rejected.
- 11. The tender security (EMD) may be forfeited:
 - (i) If the Tenderer withdraws his tender during the period of tender validity specified by the Tenderer in the tender form; or
 - (ii) In the case of a successful Tenderer, if the Tenderer
 - (a) Fails to sign the contract in accordance with the terms of the tender document.
 - (b) Fails to furnish required performance security in accordance with the terms of the Tender

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document within the time frame specified by the client.

- (c) Fails or refuses to honor his own quoted prices for the services or part thereof
- 12. <u>Bid Opening-</u> Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

13. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- (a) reject any or all the Bids, or
- (b) cancel the tender process, or
- (c) abandon the procurement of the Services; or
- (d) issue another tender for identical or similar services.

Note: For further details, please refer to the appended TIS and the complete TenderDocument.

Chief of Administration

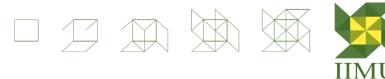




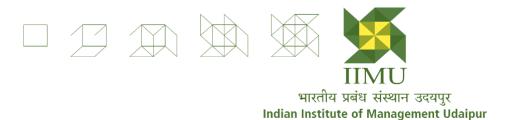


APPENDIX TO NIT: TENDER INFORMATION SUMMARY

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		120 days
Date	ument Download End & Time	04 Oct 2024 by 1000 hrs.
at Bid S	Submission Closing Date &	04 Oct 2024 by 1000 hrs.
	der Opening (Financial bid)	Will be intimated later
ment and	clarifications.	
pdesk fo	https://eprocure.gov.in/e	procure/app
n	www.iimu.ac.in	
rifications	Phone – 02942477254 Email - procurement@iimu.ac.in/	head.exed@iimu.ac.in
	19 Sep 2024 at 1100 hrs.	
written	IIM Udaipur	
nust be	by 1800 hrs. on 18 Sep 202	4
	Queries may be shared to the following email -	
	procurement@iimu.ac.in/	head.exed@iimu.ac.in
	written nust be	procurement@iimu.ac.in/ 19 Sep 2024 at 1100 hrs. Written IIM Udaipur by 1800 hrs. on 18 Sep 202 Queries may be shared to t



Indian Institute of Management Udaipur TENDER INFORMATION SUMMARY (TIS)				
Submission of Bids	The bid shall be submitted online on the CPP Portal			
Instructions for Online Bid Submission	As per the Annexure - IV attached to the tender documents.			
Tender Opening Place	On e-procurement portal			
6.0 Presentation by the bidder				
Place, time, and date of the Presentation	08 Oct 2024			
7.0 Documents relating to Tender Fee,	Bid Security, and Performance Security			
Rs. 2500.00 (Rupees Two Thousand Five Hundre only)				
Performance Security	Rs. 10,00,000 (Rupees Ten Lakhs only)			
EMD	Rs. 8,00,000 (Rupees Eight Lakhs only)			



Annexure – I

SCOPE OF WORK

EMPANELMENT OF EDTECH PARTNERS FOR EXECUTIVE EDUCATION PROGRAMS OF IIM UDAIPUR

Detailed scope of work

IIM Udaipur invites proposals for providing marketing, delivery & platform support for its Executive Education Programs through online/blended mode from service providers (Empaneled Service Provider – ESP) who have demonstrated capability and competency to offer such programs and successfully market them.

Bids are sought for the above services for executive education programs using both synchronous and asynchronous modes of delivery. Bidders may submit proposals for either or both based on their expertise and interest. IIM Udaipur reserves the right to empanel different ESPs for different modes of delivery. IIM Udaipur also reserves the right to empanel none of the bidders for one or both modes of delivery.

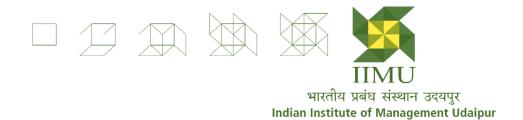
The indicative scope of work and services to be provided by the ESP is listed below. This list is indicative and may not be exhaustive.

- 1. End to end support for conducting online/blended programs of IIMU's Executive Education which includes acquisition of participants (marketing), execution of the program (delivery) and technology (platform).
- 2. Provide a robust online platform for delivering synchronous as well as asynchronous (recorded) mode of delivery without any interruption. Should have bandwidth to accommodate multiple programs at the same time in both modes.
- 3. Support for both faculty as well as participants in terms of scheduling, setting up sessions, recording, editing, archiving
- 4. In case of Direct to Device (synchronous) mode of delivery, though it is the responsibility of the participant to make sure that good internet speed is available, the ESP should be able to provide any other troubleshooting support requested by the program participants during or after sessions.
- 5. In case of asynchronous mode of delivery, the videos will be recorded at the studio space available and provided by the Institute. The production cost will be borne by the Institute. But technical support and vendor identification in case required for video making will be the responsibility of the ESP.
- 6. **No physical digital studio at the IIMU campus needs be provided by the ESP**. In case required, such studio will be organized of IIMU though the ESP may be required to provide technical advice.



- 7. Provide the necessary technology/software/hardware that enables delivery of programs as described in point no. 1 above. Necessary services complementing & supplementing the technology, LMS or any other emerging necessities related to online education should be made available for all the programs.
- 8. It is expected that the bidder will maintain a minimum of 99.5% uptime of the platform and communication network used for this purpose. The bidder is expected to execute a Service Level Agreement to this effect as part of the contract.
- 9. The ESP will undertake all necessary marketing activities to acquire the targeted applicants for each program.
- 10. Regular upgradation to ensure state-of-the-art technology is made available for connectivity, & all other related infrastructure.
- 11. The ESP should establish a dedicated helpline to support program participants in terms of any queries during the program period.
- 12. The technology should also provide means to verify that program participants are attending and taking part in the program.
- 13. Provide LMS platform for the participants to login to view schedule, program content, platform to submit assignments, interact with faculty and other participants, links to join online sessions and appear for exams.
- 14. Should have the facility of Computer Based Testing (CBT) for tests and / or grading and assessments wherever necessary.

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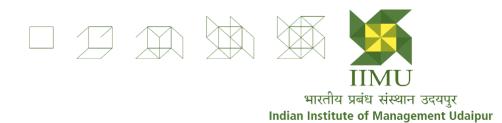


Annexure – II

GENERAL TERMS AND CONDITIONS ABOUT THE CONTRACT

- (1) **Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on the e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online at https://eprocure.gov.in/cppp/ duly signed and sealed on each page of the Tender. For details, kindly see the Annexure IV of this tender: Instructions for Online Bid Submission.
- (2) **Presentation by bidders:** Bidders who clear the pre-qualification and are found eligible for technical stage will be called in for presentation either online or in person to IIMU campus. Final scoring of technical bid will be based on the documents and the presentation. For technical bid scoring, please refer Annexure VI.
- (3) **Period of Contract:** The contract period will initially be for three years. The agreement will be entered into with selected bidder(s) and will be valid for three years. The contract may be extended for one year at a time up to two times (3+1+1) based on the satisfactory performance recorded by the user department and at the sole discretion of IIMU.
- (4) **Exit Clause:** In case the performance of the agency is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by IIMU even before the scheduled time by giving advance notice of three months to this effect. However, the programs which are under progress at such time must be completed. IIMU may take ownership of all other programs in various stages of marketing and after completion of admissions. In the event of premature termination of the contract for reasons mentioned herein above, the Performance Bank Guarantee shall be invoked.
- (5) **Contract Agreement:** The successful bidder shall be bound to draw up an agreement on non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of the contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
- (6) **Tender Fee:** The tenderer shall deposit a Non-refundable Tender fee as mentioned in the TIS (Tender information summary) through a Demand Draft drawn in favor of **"Indian Institute of Management Udaipur"** payable at Udaipur.

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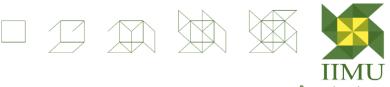


- (7) **Earnest Money Deposit (EMD):** The tenderer shall deposit Earnest Money as mentioned in the TIS (Tender information summary) through a Demand Draft drawn in favor of "**Indian Institute of Management Udaipur"** payable at Udaipur. The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted. The Earnest Money Deposit of the tenderers whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received or adjusted towards the Performance Guarantee.
- (8) **Performance Bank Guarantee:** The successful tenderer will have to deposit a Bank Guarantee for an amount mentioned in the TIS of this tender document in favor of "**Indian Institute of Management Udaipur**" payable at Udaipur drawn on any scheduled Bank before signing of the contract and valid for 60 days beyond the expiry period of contract. In case the tenderer fails to deposit the requisite performance guarantee, the EMD furnished by the tenderer shall be invoked without any further notice to the tenderer.
- (9) In the event of a bidder withdrawing before the actual award or execution of the agreement, IIMU will have the right to invoke the EMD. In case the eligible selected bidder declines the offer of contract, for whatsoever reason(s) his EMD will be invoked.
- (10) The Institute will not provide any residential space for accommodation for the agency. The agency has to make its own arrangements for the residential accommodation for the deployed staff.
- (11) The Institute seeks to empanel at least two bidders through this tender. However, the Institute may decide to empanel a higher or lower number of bidders. Technical evaluation will be common for both synchronous and asynchronous programs, but financial evaluation will be carried out separately for the two categories of programs. Therefore, the ESPs selected for the two categories may be different.
- (12) Bidders may participate in either or both the categories. The final award of the contracts for synchronous and asynchronous programs may be given to same or different agencies based on the evaluation.
- (13) The Institute would invite H1 and H2 bidders (i.e., bidders who have the highest TSO scores (please refer section 2 in Annexure IV on Bid evaluation) to be empaneled as ESPs with the sharing percentage quoted by H1. In case H2 does not agree to accept the sharing percentage quoted by H1, the Institute may invite H3, H4 and so on until the required number of bidders are empaneled at the sharing percentage quoted by H1. The Institute retains the right to have only one bidder (H1).
- (14) **Interpretation**: All the terms and conditions of the contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary to every part and shall be read with and into the contract.

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- (15) **Bid Validity:** The quoted rates must be valid for a period of 120 (One hundred and twenty) days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted a validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- (16) **Program Description Sheet (PDS)**: Apart from the overall contract, a PDS (Annexure-XII) will be signed by respective ESP and IIM Udaipur for each program which will capture all relevant program-related details including title, content, faculty lead, duration of the program, revenue sharing, timelines for program and payments, etc.
- (17) **Payment to the Institute:** IIMU will raise invoice for each program as per the schedule mentioned in the PDS (Annexure XII).
- (18) Awarding the programs: On launch of a new program for which IIM Udaipur would like the services of an edtech partner, a Program Description Sheet (PDS) will be floated among the Empaneled Service Providers (ESPs) and the contract will be awarded to the ESP found most appropriate by IIM Udaipur in its discretion. This decision may be based on various considerations which may illustratively include the ESP's experience, expertise, past performance, revenue commitment, etc. The program will be offered periodically till the end of the contract. However, if the ESP's performance is not up to expectations, IIM Udaipur may withdraw the program from that ESP and offer it to another ESP. IIM Udaipur may also conduct programs in association with parties who are not ESPs.
- (19) The allocation of programs amongst the ESPs is entirely at the discretion of IIM Udaipur. IIM Udaipur will decide on the number and nature of programs to be awarded to each ESP.
- (20) In case the tenderer withdraws, modifies, or changes his offer during the validity period, the bid is liable to be rejected, and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions, etc. of their original tender.
- (21) In exceptional circumstances, the IIMU may request the bidder's consent for an extension of the period of bid validity. A bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of the bid will not be allowed to modify his bid.
- (22) Anyone or more of the following actions/commissions / omissions are liable to cause summary rejection of tender:
 - (a) Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
 - (b) Any conditional bid or bid offering rebate.
 - (c) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.



- (d) Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision.
- (23) Authority of person signing document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, IIM Udaipur may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

(24) **ARBITRATION:**

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by IIMU.
- (b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the IIMU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties' consent to this effect, failing which the Arbitrator shall be entitled to precede de novo.
- (c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
- (d) The venue of arbitration shall invariably be at Udaipur.
- (e) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

(25) **FORCE MAJURE:** -

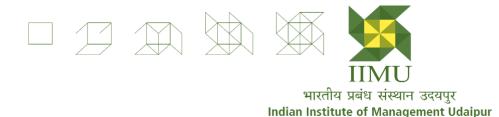
If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages

against the other in respect of such non-performance or delay in performance. The operation of the contract shall be resumed as soon as practicable after such event may come to an end or

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cease to exist and the decision of the IIMU as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.



(26) **PENALTY**

Penalties for complaint, non-adherence of terms & conditions specified in the tender document, indiscipline & unsatisfactory operation of the services, and the incidence given in the various clauses of this document for the purpose, may be levied up to Rs. 25,000/- on each occasion as per IIMU discretion which will be deducted/adjusted in subsequent monthly bill/security deposit/ performance guarantee.

- (27) IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary for the benefit of the IIMU.
- (28) All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.
- (29) The decision of the Director of IIMU will be final in all respects and will be acceptable to all the tenderers.
- (30) **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.

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ADDITIONAL TERMS AND CONDITIONS FOR THE FINANCIAL BID

S No.	Additional terms and conditions
1	Percentage of revenue to be shared with the Institute to be mentioned clearly for two different categories (Synchronous & Asynchronous) as per the format provided. This sharing will be purely on amounts shareable. Any academic costing, participants' campus stay costs, and similar costs will be considered as non-shareable.
2	Revenue share will be fixed through this tender and amount to be shared per participant will be fixed through each PDS.
3	Income Tax (TDS) and GST (TDS), if applicable, will be deducted at source as per the Rules.
5	The agency has to bid for all the sections/items mentioned in the tender document. The tender document shall be considered invalid for partial bidding or non-bidding of any section/item.
6	The agency shall be responsible for managing and supervising the service as per the tender documents for which the agency must depute a competent and experienced Manager exclusive for IIMU.
7	All services shall be carried out as per the details in the technical bid (Part - I) and finance bid (Part - II) of this tender





<u> Annexure - III</u>

AGENCY DETAILS

SI	Particulars	Details
No.		
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
	Full Address of registered office with pin code,	
3	Telephone Number	
4	E-mail ID of the agency	
5	Website of the agency, if any	
6	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
	Name and designation of authorized person with	
	telephone/mobile number. (Authorization letter to be	
7	enclosed)	

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

(Signature of the bidder with seal)



Annexure - IV

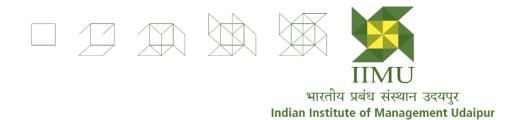
INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at http://eprocure.gov.in/eprocure/app

1. SUBMISSION OF TENDER

- 1) Bidders should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders are requested to note that they should submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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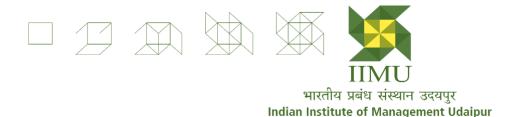
- 8) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
- 9) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 10) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA** will not be held responsible for any sort of delay, or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.
- 12) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- Bidder who has downloaded the tender from the IIMU website www.iimu.ac.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not alter/modify the tender form including downloaded price bid template in any manner. In case the same is found to be altered/ modified in any manner, the tender will be completely rejected and EMD will be forfeited, and bidder is liable to be banned from doing business with IIMU.

2. BID EVALUATION

The bid will be evaluated as per the following steps: -

- **Step 1.** Evaluation of tender fee, EMD and pre-qualification criteria as per Annexure V. Only those bidders who qualify the step 1 will be eligible for evaluation for the next step.
- **Step 2.** Evaluation of technical bid as per Annexure VI. Only those agencies that meet the prequalification conditions will be considered for the technical evaluation. The technical evaluation will be performed in 2 parts as mentioned below: -
 - Part 1. As per Annexure XI
 - Part 2. As per the evaluation of the presentation by the bidder. Details are given on the page number 24.

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Step 3. Evaluation of financial bid. Financial bids are to be submitted in two-parts part A & B as per the format provided for two categories of programs – Synchronous & Asynchronous.

ESP(s) will be selected using the Quality-And-Cost-Based Selection (QCBS) method. The Institute would invite H1 and H2 bidders (i.e., bidders who have scored highest TSO including both technical and financial scores) to be empaneled as ESPs with the sharing percentage quoted by H1. The Institute may further negotiate with H1 to increase the sharing percentage. If agreed by H1, such higher percentage will be used as the sharing percentage for H2 also. In case H2 does not agree to accept the sharing percentage quoted by H1, the Institute may invite H3, H4 and so on until the required number of bidders are empaneled at the sharing percentage quoted by H1. The Institute retains the right to have only one bidder (H1).

The technical bid will have a weightage of 60% and the financial bid will have a weightage of 40%.

Technical Score: See Annexure VI for the criteria and the scoring scheme.

Financial Score: The highest (percentage of sharing) financial bid (FM) will be given a Financial Score (FS) of 100 points.

The Financial Score (FS) of other financial bids will be computed as per the following formula:

 $FS = 100 \times FO/FM$

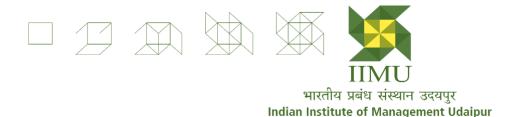
Where, FM = Highest %age of sharing with IIMU among the bids received, FO = Financial Bid of the relevant bidder, FS = Financial Score.

TSO (Total Score Obtained) = 60% of the Technical Score + 40% of the Financial Score

- A. On the basis of the combined weighted score for Technical Bid and Financial Bid, the qualified bidders shall be ranked in terms of the total score obtained (TSO). The proposal obtaining the highest total combined score in evaluation of Technical Bid and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1.
- B. In case more than one bidder has identical highest marks in the overall evaluation, then the % of sharing quoted by the bidder scoring highest marks in Financial Bid will be considered as the % of sharing.

<u>Financial scores will be calculated for two categories (Synchronous & Asynchronous) separately and two TSO will be calculated, and two rankings will be prepared.</u>

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3. TENDER OPENING PROCEDURE

The tender will be opened online on the Central Public Procurement Portal (CPP Portal).

4. CLARIFICATION ON TENDER EVALUATION

- 4.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.
- 4.2 The Client also reserves the right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

5. RIGHT OF ACCEPTANCE

- 5.1 Office of the Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.
- 5.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.
- 5.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderers at its discretion and this will be binding on the Tenderer's.
 - The Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that

the Contractor is blacklisted on a previous occasion by any institution.

6. LETTER OF ACCEPTANCE

5.4

- After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to the client duly acknowledged, accepted, and signed by the authorized signatory, within 3 days of receipt of the same by him.
- 6.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor



Annexure - V

Pre-Qualifications Conditions

Only those agencies/service providers that meet the following Pre-Qualifications Conditions will be considered for the technical qualification. Supporting documents/ annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

(1) The bidder should be a registered company. Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this along with the format given below.

SL No	Registration Issued By	Registration Validity From (DD/MM/YYYY)	Registration Validity To (DD/MM/YYYY)	Page No. of Copy of license attached

- (2) The bidder should have been in practice relevant to the scope of this tender for three or more years. Work completion certificate/PO shall be attached as part of the tender along with written recommendation/feedback from at least three previous clients/institutions wherein the bidder has undertaken similar service along with their contact details for verification.
- (3) The bidder should have a valid Indian Permanent Account Number (PAN) and registered with GST as per the details given below: -

SI No	Name	PAN No.	GST number	Copies attached	Remarks

(4) The bidder must have an average turnover of Rs. **5 Crores** per annum in each of the last three financial years ended on 31.03.2024. The agency should provide the following documentary evidence duly certified by CA in the following formats (**Annexure X**):

<u>Financial Year</u>	Turnover Rupees (in words and figures)
2021-22	
2022-23	
2023-24	



(5) The bidder should have conducted at least ONE similar program each year for leading educational institutions like IIMs or IITs or other reputed B-schools with an average delivery of 20,000 student hours (meaning 100 students X 200 hrs. or equivalent.) in the past 3 years. (Purchase order along with the completion certificate pertaining to the same should be attached)

SI. No.	Year	Name of Institution	Type of Program	Average Delivery (Student Hours)	Purchase Order (PO) Number	Completion Certificate Attached (Yes/No)

(6) The bidder shall submit in person or by post/courier the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the agency to reach IIMU before the last date & time for receipt of the Bid. A photocopy of the EMD and tender fee should be enclosed to support this along with the format given below.

S. No.	Type of Fee	Details	
		DD Noof Rs. 2 500/- (Rup o	ees Two Thousand Five
1	Tender Fee	Hundred only) of Dateddrawn on	
		Bank	Branch
	Earnest Money	DD Noof Rs. 8,00,000.	00/- (Rupees Eight Lakhs
2	Deposit (EMD)	Only) of Dated	drawn on
		Bank	Branch

DD will be made in favor of "Indian Institute of Management Udaipur" payable at Udaipur.

(7) There should be no case pending with the police against the Proprietor/Firm /Partner or the Company (agency) and should not be blacklisted by any Govt agency. A self-undertaking to this effect on the agency's letterhead should be attached.

	(To be provided on letterhead of the Firm/LLP)
	Declaration regarding Blacklisting
To, Director,	
IIM Udaipur,	

Signature of Bidder Page 23 of 35 Signature of HOD



Balicha, Udaipur 313001	
Tender Reference No.	
Name of Work/ Service: -	
I hereby certify that our firm (name) has never been past by any Central/State Government/Publ International/National agency from taking part in teany criminal case is pending against the firm/LLP or	lic Undertaking/Autonomous Institute/ any enders or for corrupt or fraudulent practices nor
I also certify that the above information is true and it is found that any details provided above are incomay be summarily terminated, and the firm/LLP bla	rrect, any contract given to our firm/LLP (name)
Date:	Firm Name:
Place:	Name of the authorized person:
(8) The agency should possess all mandatory so (Agency Details) in this tender document.	tatutory requirements mentioned in Annexure-III
No price should be specified in the technical bid, included.	uding such information will entail rejection of the
NOTE: All third-party certificates should be duly signe	ed and stamped by the bidding agency.
Certified that all above information is correct to the ball the attached relevant documents are duly signed,	
Place:	
Date: (Signature of the bidder with seal)	



Annexure - VI

Technical Bid Evaluation

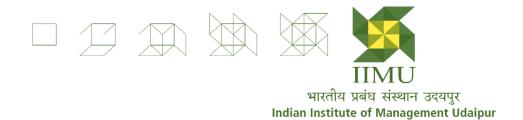
Only those agencies that meet the pre-qualification conditions will be considered for the technical evaluation. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number. The technical evaluation will be performed as given below.

1. Criteria as per format (Annexure XI)

Sl. No.	Criteria	Scoring scheme		Max. Marks
1.	Prior experience in the domain	3 years	5	10
		4 - 5 years	7	
		Above 5 years	10	
2.	Average no. of participants in top three programs (of at least one year duration) for current clients	Up to 50	5	10
		50 to 100	7	
		Above 100	10	
3.	Recommendations from previous / current clients of the vendor	NA	NA	10
Total				

2. Evaluation of Presentation. The bidder needs to present as per the schedule given in TIS.

Sr. No.	Description	Maximum Marks
1	Strength of database	10
2	Quality of marketing plan suggested for IIMU's ExEd programs	15
3	Evidence of performance of data-base marketing, online marketing, digital marketing, social media marketing, offline (face-to-face) marketing, B2B marketing etc.	15
4	Organization strength to undertake the task	15
5	Special strategies suggested for sectoral and niche programs	10
6	Evidence of success in niche programs marketing	5
	Total	70



Annexure - VII

TENDER ACCEPTANCE LETTER (To be given on Agency Letter Head)

Date:

To.

Director, IIM Udaipur, Balicha, Udaipur, Rajasthan-313001.

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No. : <u>IIMU/Tender/Digital HRMS /2024</u>

Name of Tender/Work : <u>EMPANELMENT OF EDTECH PARTNERS FOR EXECUTIVE EDUCATION</u>

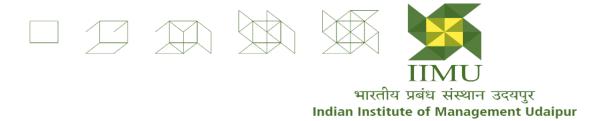
PROGRAMS OF IIM UDAIPUR

Dear Sir,

- 1.I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:______ as per your advertisement, given in the above-mentioned website(s).
- 2.I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.___to___(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms / conditions /clauses contained therein.
- 3.The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
- 4.I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5.In case any provisions of this tender are found to be violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with Official Seal)



Annexure - VIII

PROFORMA OF PERFORMANCE BANK GUARANTEE

1.	In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered
	to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and
	(Hereinafter called "the said agency(s) for the work of "EMPANELMENT_OF
	EDTECH PARTNERS FOR EXECUTIVE EDUCATION PROGRAMS OF IIM UDAIPUR" (hereinafter
	called "the said agreement") having agreed to the production of an irrevocable Bank
	Guarantee for Rupeesonly) as a security/ guarantee from the
	agency(s) for compliance of his obligations in accordance with the terms $\&$ conditions in the
	said agreement.
2.	We
	hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this
	Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the
	amount claimed is required to meet the recoveries due or likely to be due from the said
	agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due
	and payable by the Bank under this guarantee. However, our liability under this Guarantee shall
	be restricted to an amount not exceeding Rs (Rupees)
3.	We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded
	notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding
	pending before any Court or Tribunal relating thereto, our liability under this present being
	absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of
	our liability for payment thereunder, and the agency(s) shall have no claim against us for making
	such payment.

- 4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.
- 5. We further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM UDAIPUR against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and

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we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence by the IIM UDAIPUR to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

	whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6.	This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).
7.	We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.
8.	This guarantee shall be valid up tounless extended on demand by the IIM UDAIPUR.
Notwit	chstanding anything contained hereinabove:
a.	Our liability under this Guarantee shall not exceed Rs (Rupees. Only);
	This Bank Guarantee shall be valid up to
C.	We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or beforeAll your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.
Dated	the day of for
(Indica	te the name of the Bank)

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Annexure – IX

PRE-BID CONFERENCE

- 1. A Pre-bid conference is stipulated in the Tender Information Summary (TIS), prospective bidders interested in participating in this tender may attend the Pre-bid conference to clarify the technocommercial conditions of the Tenders at the venue, date and time specified therein.
- 2. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS.
- 4. Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter from their organization otherwise, they shall not be allowed to participate.

 The pre-bid conference may also be held online at the discretion of the Procuring Entity.
- 5. After the Pre-bid conference, if required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

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<u> Annexure - X</u>

AGENCY TURNOVER CERTIFICATE (Certificate by the CA)

To,			Date:
Direc	tor, IIM Udaipur, Bali	cha, Udaipur, Rajasthan-313001.	
		Sub.: Agency Turnover Certi	ficate
	er Reference No. e of Tender/Work Sir,		RTNERS FOR EXECUTIVE EDUCATION
avera		than Rs. 5 Crore per annum in each c	(name of the bidder/agency) has an of the last three financial years ended on
	Financial Year	Turnover Rupees (in words and fig	ures)
	2021-22		
	2022-23		
	2023-24		
Yours	s faithfully,		
Signa Mem	e: ture with seal: bership No		

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Annexure - XI

<u>Technical Bid Evaluation Criteria - Certificate</u> (To be given on Agency Letter Head)

Director, IIM Udaipur, Balicha, Udaipur, Rajasthan-313001.

Sub.: Technical Bid Evaluation Criteria - Certificate

Tender Reference No. : <u>IIMU/Tender/Edtech/2024</u>

Name of Tender/Work : <u>EMPANELMENT OF EDTECH PARTNERS FOR EXECUTIVE EDUCATION</u>

PROGRAMS OF IIM UDAIPUR

Dear Sir,

I/we have read the technical bid evaluation criteria and the details of M/s ______ is appended below:

SI. No.	Criteria	Response	Page No. of attached document
1.	Prior experience in the domain		
2.	Average no. of participants for current clients (top three programs which are of one year duration)		
3.	Weightage for previous / current clients of the vendor - recommendations from such clients		

Yours	faithfu	lly,

(Signature of the Bidder, with Official Seal)





Annexure – XII

Program Description Sheet (PDS)

Program Name			
Certificate Awarded			
Certificate Issued by	Indian Institute of Management Uda	aipur	
Institute	Indian Institute of Management Uda	aipur	
Program Directors			
Program Description			
Target Audience			
Eligibility Criteria			
Duration in months		Duration in hours:	
Program Schedule	Days of the week:		Frequency:
Applicable Marketing Channel			
Batch Size	Minimum:		Maximum:
Pedagogy			
Program Delivery			
Admission Criteria			
Participant Privileges	Institute I - Card: No	Library Card: No	Alumni Status: Yes
Certification	IIM Udaipur shall carry out the exam will directly award a 'Certificate of C successfully. It is mandatory for part	completion' to participar	
Campus	Duration: Participants are expected to arrange Accommodation, food and refreshm by IIM Udaipur during the campus v	nents will be organized	Campus Dates: Campus 1: TBA Campus 2: TBA
Total Fees (Rs. per	All Fees are payable by participant	directly to XXXXXXXXX	(ESP), unless otherwise specified
Total Fees (Rs. per participant)	All Fees are payable by participant Application Fee* Registration Fee*	directly to XXXXXXXXXX Nil	(ESP), unless otherwise specified





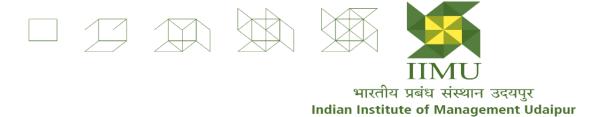






	T	indian institute o	<u>r ivianagement udaipt</u>		
	Program Fees*		Shareable as mentione	ed	
	Campus Visit Fee*				
	Total Fee* (exclusive of				
	Application Fee)				
	Note:				
	 The fees mentioned above a 	are exclusive of GST			
	*GST (currently @ 18%) will		a components Any extra	navment due to	
	any change in applicable tax	_		•	
	participants.	ics during the tendre of the	ic i rogiani wiii nave to be	borne by the	
	The total fee will be mention	ned on the websites and :	all nromotional material. T	he campus fee	
	will not be separately menti		an promotional material. 1	ne campus ree	
	10% discount on program fe		for IIM I Idainur Alumni		
Course Fee Installment	10% discount on program le	II	III IIII Odaipui Aldiliiii.		
Schedule (per	'		"	I	
participant)	(Dates)	(Dates)	(Dat	tes)	
participant)	(Amount)	(Amount)	(Amo	ount)	
	· · ·	<u> </u>	,	,	
IIMU Invoicing to TS	1	II	II	I	
(per participant)					
	(Dates)	(Dates)	(Dat	tes)	
	(0.000004)	(A	//		
	(Amount)	(Amount)	(Amo	ount)	
Evaluation	Written Tests	Assignments	Online Exam	Others	
Methodology	Written rests	Assignments	oninic Exam	Others	
Wethodology	•	•	<u> </u>		
Program Schedule	Sales Launch Date				
	Application Closure Date				
	Final list of selected candidates				
	First installment of fees (Last dat	te)			
	Technical Orientation				
	Academic Orientation				
	Online Class Start				
Fee share	Applicable as follows:				
	Application and Registration fee				
	Program fee				
	Campus Fee				
	All the Fee will be collected in the name of ESP.				
	ESP shall pay revenue share to IIMU as per agreement after deduction of TDS under relevant				
	provisions of Income Tax Act,1961				
	IIMU agrees to do all things that may be necessary to enable ESP to claim Input Tax Credit in				
	relation to any GST payable under this Agreement.				
. cada any sor payable dilater this Agreement					

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- 1. Program launch dates as well as instalment dates are subject to change as per the requirement and the decision can be taken in consultation with Program Directors.
- 2. ESP will be responsible for sales, marketing, advertisement and fee collection of the program.
- 3. All money due from the Registered Participants will be collected only by ESP.
- 4. IIMU will provide "IIMU Executive Education" alumni status to all participants successfully completing the program.
- 5. IIMU does not provide placement assistance to Program participants. This should be made explicitly clear to all potential participants at the outset.
- 6. For branding and marketing of this program, ESP is authorized to use the IIM Udaipur's name and logo under information to IIM Udaipur. The promotion campaign may utilize media like web based & digital marketing initiatives, ground promotion collaterals like use of leaflets, banners and brochures related to the program.
- 7. All Intellectual Property Rights in any materials provided or made accessible by either party to the other will remain with the party providing or making available such materials and nothing in this Agreement is intended to or shall affect a transfer of any such Intellectual Property Rights of either party to the other. The name and academic content of the program, excluding capstone content, will be solely the property of IIM Udaipur.
- 8. ESP will develop all the marketing material including brochures, advertisements etc. and ascertain the marketing material, in compliance with IIMU brand requirements.
- 9. All payments (including campus module fees) from participants will be collected in favor of ESP. The Fee arrangement as mentioned above will be paid to IIMU by ESP within 30 days of submission of invoice. Invoices will be raised by IIMU as per the invoice raising schedule mentioned above. ESP will however be responsible for follow-up collection of all fees due from participants to ensure fee payment is received in time.
- 10. In case a participant misses a session he/she may be given access to view the recorded version of the session for the duration of the program, under information to IIM Udaipur.
- 11. The attendance of participants must be recorded regularly and periodically shared with IIM Udaipur.
- 12. Feedback for every course must be administered in consultation with IIM Udaipur. All feedback must be shared with IIM Udaipur.
- 13. ESP will be responsible for sourcing the capstone projects
- 14. IIMU will be solely responsible for the academic aspects of the program.
- 15. No refund will be given to participants once the program starts. It is TS's responsibility to make participants well aware of this in advance.
- 16. ESP will provide a proctored examination platform in case examinations are required to be conducted online. The scores generated will be shared by ESP with IIM Udaipur within a specified time.
- 17. The default mode of distribution of study material will be through the electronic medium.

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Curriculum

S. No.	Modules	Topics	Sessions (90 mins each)	Hours	
	Total of Online Modules				
	Total of On Campus Modules				
	Visit 1+ Visit 2+	Total XX days			
Total No of Hours					