



## NOTICE INVITING TENDERS

### INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD

**Tender No. IIMA/Contracts/TS-03/2026-27 Dated – 13/05/2026**

Online bids are invited under Single stage (Two bid system) professional agencies for the Service mentioned below:

**Name of Service:** Empanelment of agencies to provide Design services for Brochure, Academic Calendar, Advertisement, social media compatible creative content, HTML Emailer creatives and IIMA website compatible content design and creatives.

Bid Downloading Schedule: Tender documents can be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:

#### **CRITICAL DATE SHEET:**

Published Date	13/05/2026 AT 05:30 PM
Bid Document Download / Sale Start Date	13/05/2026 AT 05:30 PM
Clarification Start Date	13/05/2026 AT 05:30 PM
Pre-Bid Meeting Date	20/05/2026 AT 11:00 AM
Clarification End Date	20/05/2026 AT 05:00 PM
Bid Submission Start Date	22/05/2026 AT 03:00 PM
Bid Submission End Date	04/06/2026 AT 03:00 PM
Pre-Qualification Bid Opening Date	05/06/2026 AT 03:30 PM
Technical bid opening date	To be declared later
Price Bid opening date	To be declared later

**Instructions for Pre-Bid Meeting: Through zoom or physical**

Pre-Bid meeting	
Pre-Bid Date and Time	Pre-Bid Venue
20/05/2026 at 11:00 AM	Offline at IIMA and Online though Zoom Platform

- Bidders who wish to attend the PRE-BID meeting are requested to register by sending their email along with their queries (if any) to below mentioned mail address,

1. [rakesh-exed@iima.ac.in](mailto:rakesh-exed@iima.ac.in)
2. [gm-contracts@iima.ac.in](mailto:gm-contracts@iima.ac.in)

Please mention Subject as “Queries on TENDER NO: IIMA/Contracts/TS-03/2026-27 while sending your queries.

- The details required to attend online meeting (link and login credentials) shall be provided by email to the bidders who have registered for PRE-BID meeting.

**Contact person for any clarification:**

For Technical queries:	Name: Vasudha Matta (AGM, Executive Education) Phone no. +91 79 71526470 Email: <a href="mailto:agm-exed@iima.ac.in">agm-exed@iima.ac.in</a>  Name: Rakesh Chauhan (AM-Executive Education) Phone no. +91 79 71526460 Email: <a href="mailto:rakesh-exed@iima.ac.in">rakesh-exed@iima.ac.in</a>
For Contractual queries	Name: Mr. Vinay N Chauhan (General Manager-Contracts) Phone No. 079-7152 4542/4543 Email: <a href="mailto:gm-contracts@iima.ac.in">gm-contracts@iima.ac.in</a> <a href="mailto:am-contracts@iima.ac.in">am-contracts@iima.ac.in</a>

**1. Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Bidder are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in **Annexure A** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have 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.

Tenderer who has downloaded the tender from 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 if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and tenderer is liable to be banned from doing business with IIMA.

Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

**2. Earnest Money Deposit (EMD):**

₹ 16,000/- (Rupees Sixteen thousand only) through DD/Pay Order/NEFT/RTGS/ Insurance surety bond from Scheduled Commercial banks payable at Ahmedabad in favour of Indian Institute of Management, Ahmedabad **OR** through online payment (Link for online payment: <https://web.iima.ac.in/web/127>). Bidders must send EMD (hard copy) to **GM-Contracts**, Main Campus, Indian Institute of Management Ahmedabad, Vastrapur, Ahmedabad – 380015 so as to reach on or before the tender submission date and time or up to any other extension provided by IIMA. (In case of online payment, no need to submit physical copy of EMD payment)

No hard copies of the bid or any documents in any form, except the EMD amount shall be accepted by IIMA as part of this bidding process.

All applicable bank charges shall be borne by the applicant. Tender submitted without EMD shall be rejected.

However, MSMEs only with **UDYAM/NSIC** registered units are exempted from the payment towards cost of EMD on e- submitting valid relevant documents along with Bid security declaration. Due certificate is to be attached. The decision of IIMA Officials will be final and binding to all for interpretation of any ambiguity.

**3. Release of EMD:**

EMD of unsuccessful Bidders shall be returned within 30 days after publishing the technical evaluation result OR awarding of contract, whichever is later. EMD of successful empaneled Bidder shall be returned after deposit of the Performance Security Deposit (PSD).

**4. Submission of Tender:**

The tender shall be submitted online as follows:

PART-I: Pre-qualification documents as per Chapter-1.

PART-II: Technical Bid as per Chapter-2.

PART-III: Price bid as per Price Bid format.

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

## Chapter-1

### Part I: Pre-qualification Bid

The following documents are to be furnished by the tenderer along with **Pre-Qualification Bid** as per the tender document:

Sr	Description	Document to be uploaded
1	<b>ORGANISATION TYPE</b> (The bidder shall be legal entity as per GOI regulations and laws of the land (Joint venture shall not be allowed))	Attach the Copy of Proprietorship <b>OR</b> Partnership Deed <b>OR</b> Memorandum of the Articles of Association <b>OR</b> Registration certificate
2	The bidder should be in similar business (Brochure, Academic Calendar, Advertisement, social media) for a minimum period of Three years as on 30.04.2026. The right to accept contracting business of the vendor will rest with IIMA.	Please upload the relevant document as a proof that the firm is in business for the period mentioned.
3.	Bidder should have completed similar work (as mentioned in Sr. 2 above) as asked for in last FIVE years as on 30.04.2026: <ul style="list-style-type: none"> <li>• One work worth ₹ 3,00,000/-</li> <li style="text-align: center;"><b>OR</b></li> <li>• Two work worth ₹ 2,00,000/-</li> </ul> The right to accept the contracting business of the vendor will rest with IIMA.	Attach the work order and work completion certificate. <b>(As per Annexure – C)</b>
4	The average annual turnover of the firm in last three consecutive financial years as on 31.03.2025 (For Financial Year 2022-23, 2023-24, 2024-25) shall be minimum Rs. Five (5) Lakhs.	Attach CA's certificate as per <b>Annexure-D</b> (IIMA may ask for audited P&L account statements also if required).
5	Other mandatory documents as per PQ Criteria. (Scanned documents duly signed and stamped on Company's Letter head)	<ul style="list-style-type: none"> <li>• GSTIN (Registration certificate)</li> <li style="text-align: center;"><b>OR</b></li> <li>Those bidder's does not fall under GST registration, the bidder must have to declare on his company's letterhead.</li> <li>• PAN Copy.</li> <li>• <b>Annexure-B</b> (Tender acceptance letter &amp; Price bid undertaking)</li> <li>• <b>Annexure- C</b> (List of Work orders and Completion Certificates)</li> <li>• <b>Annexure- D</b> (CA Turnover)</li> <li>• <b>Annexure-E</b> (Bid Security Declaration)</li> <li>• <b>Annexure-F</b> (Undertaking regarding Blacklisting)</li> </ul>

		<ul style="list-style-type: none"> <li>• <b>Annexure-G</b> (Bidder's Details)</li> <li>• <b>Annexure-I</b> (Certificate for No Deviation)</li> <li>• <b>Annexure-J</b> (Employee Relative declaration)</li> </ul>
7	EMD (Earnest Money Deposit)	<ul style="list-style-type: none"> <li>• EMD payment details</li> <li style="text-align: center;"><b>OR</b></li> <li>• Certificate for exemption (<b>Udyam/NSIC</b>) + Bid Security Declaration</li> </ul>

**Note:** Only those bids who meet the above-mentioned minimum criteria will be considered for evaluation of Part-II- Technical Bid.

## Chapter-2

### Part II: Technical Bid

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. All the above information should be organized in logically structured form and submitted as technical bid with an index. Bidder is free to add any information that can help in assessing the technical quality of the proposed solutions which touches upon the parameters/attributes for technical assessment.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of product being proposed by the bidder.

All the pre-qualified bidders should come for a detailed technical presentation and discussion on the parameters mentioned below and the items offered in the bid.

Technical evaluation will depend on the information provided herein. Technical bid score, out of 100, will be arrived based on the following Parameters/Attributes/Dimensions:

Sr. No.	Description	Marks
1.	Average annual turnover in following three consecutive financial years: 1. 2022-23, 2023-24 & 2024-25	10
2.	Past experience of the firm with similar requirements. The Bidder should have satisfactory completion of contracts / assignments in the last 3 years in the relevant field for Higher/Executive Education/ Long-duration programmes with IIMs and/or ISB and/or latest published NIRF ranked top 50 management institutes.	20
3.	Details of reputed Client (list of clients on company letterhead with signed and stamped)	20
4.	<b>PPT Presentation</b> Overall assessment of the firm based such as Technology leadership, technical capabilities, soundness, quality and expertise of team, vision, commitment, international exposure, client service and responsiveness to client's issue, experience in undertaking similar assignments, feedback from clients, recognition, awards and standing, etc.	50

**Note: Bidders getting 70 and above marks will be considered for opening of their Part-III-Price Bid. The decision of IIMA will be final and binding to all for interpretation of any ambiguity.**

### Chapter-3

#### Part III: Price Bid

Price Bid of only pre-qualified bidders shall be opened at later date in presence of the Institute's Officials. Pre-qualified bidders shall be intimated by web notification or auto generated email through e-procurement. The date and time of opening the price bid shall be communicated to the eligible bidders through web-notification at e-procurement website <https://eprocure.gov.in/eprocure/app>.

- The bidders have to e-submit the price bid only as per the price schedule format/template available on CPPP portal. Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.
- In case if the price bid is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited, and bidder is liable to be banned from doing business with IIMA.
- Do not quote price in the Pre-Qualification, Technical bid or elsewhere, it would lead to your bid getting disqualified without any further reference to the bidders.
- The prices must include all the applicable taxes and duties, fees and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.
- IIMA reserves the right to ask for detail price break-up /justification of the quoted price with the successful bidder.
- IIMA reserves the right to negotiate the quoted price with the successful bidder.
- The quoted rates shall remain firm throughout the contract period and no revision is permissible for any reason.
- Canvassing by the bidders in any form, unsolicited letters or emails may result in suspension of bidder being eligible for bidding from any tender at IIMA. IIMA reserves the right to accept or reject any or all tenders received by it without assigning any reason what so over. IIMA may also withdraw or cancel the tender in part or in full to its sole discretion. IIMA also does not bind itself to accept the lowest bid.

The Institute authority reserves the rights, at any time and in its absolute discretion, to accept or reject proposals (or to permit any bidder to resubmit its proposal, such that proposal fails to meet any or all of the criteria and/or the requirements), to pursue negotiation with any number of bidders to withdraw from negotiation with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

**Chapter-3**  
**General Terms & Conditions**

**1. Bid Validity:**

Bid submitted by the bidder shall remain valid for a period of **SIX (6) Months** from the date of opening of the Price bid. During this period, the bidder shall not be entitled to revoke or vary the content of Bid or any term thereof. In case of making any variation subsequent to submission of bid at their own, the offer shall be treated as “REJECTED” and the Bidder shall be suspended from being eligible for bidding and EMD shall be forfeited without any reference to the Bidder. The Bidder shall be suspended from being eligible for bidding if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the Work or fails to deposit the performance guarantee.

**2. Payment Terms:**

Payment will be made based on the certification of IIMA Officials on part (as Running Account Bill) OR full completion of work. No Advance Payment will be made. Payments will be made within 30 working days after submission of corrected copy of the bills. First invoice shall be paid within time limit of 30 working days, Payment of the subsequent invoice shall be done after IIMA verification on GST portal for previous invoice GST paid. Payment will be made by E- payment/NEFT/RTGS after deducting the TDS as applicable.

Income Tax deduction and other statutory deductions will be made from “monthly” bills of the Contractor as per rules and regulations in force under the Income Tax Act.

Final Payments will be made within 45 working days after submission of corrected copy of the bills.

Payment of Final invoice shall be done only after IIMA verification on GST portal for payment of GST for the invoice.

IIMA will be able to settle the invoice in full only after the invoice appears correctly (without discrepancy as against the physical invoice issued) in its GSTR-2B. GSTR2B is a static statement generated after the last date of filing of GSTR1, i.e., 11th of the subsequent month. Only invoices uploaded in Form GSTR1 by due date will appear in our GSTR2B which will be considered by us for matching in that month. Any delay in filing of GSTR1 will automatically result in postponement of matching and availment of ITC in respect of invoices uploaded in such GSTR1 to the next month. This would result in a delay in availment of ITC at our end as also a delay in the release of payment of invoice amounts to the bidder.

**3. Prices/taxes duties:**

The Bidder should quote firm prices/ rates inclusive of all Taxes like Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, Labour welfare Cess etc. and all other expenditure required to be incurred by him/her for providing required construction work etc. during the contract period as indicated under this tender and after wards no variation on any account unless otherwise specifically mentioned will be allowed. (The contractor will indemnify IIMA against all statutory liabilities present and future, arising out this contract.) Only GST as applicable shall be paid extra over and above the quoted rates.

**4. Performance Security Deposit (PSD):**

**4.01. Performance Security Deposit Amount:** The Contractor shall provide a performance deposit in the form of bank guarantee/account payee demand draft/ fixed deposit from a scheduled commercial bank. The amount of performance deposit shall be **Rs. 15,000 (Rupees fifteen Thousand)**, as specified in the tender documents and subsequent contract agreement.

- 4.02. Performance Deposit Submission:** The Contractor shall submit the performance deposit to the Institute within 30 days from the date of Letter of Intent (LOI)/Work Order (WO) or before commencement of the work/services. The performance security deposit shall be submitted in favor of "Indian Institute of Management Ahmedabad", payable in the currency specified in the tender documents and subsequent contract agreement. The validity of PSD must be up to 1 month beyond expiry of contract period. Contractor shall provide extended PSD if the contract period is extended.
- 4.03. Purpose and Intent:** The purpose of this performance deposit clause is to ensure the commitment and performance of the successful tenderer (hereinafter referred to as "the Contractor") in executing the awarded contract. The Contractor shall provide a performance security deposit as a form of security to protect the interests of the tendering party (hereinafter referred to as "the Institute") in case of non-performance, default, or breach of contractual obligations by the Contractor.
- 4.04. Non/late-Submission of PSD:** In the event that the Contractor fails to submit the required performance security deposit within 30 calendar days from the date of the Letter of Intent (LOI)/workorder by the Institute, it shall be considered a material breach of the contract and shall be dealt with accordingly. In case of unavoidable circumstances, the contractor may approach the institute in advance for availing an extension on submission of PSD without any penal liability. It shall be prerogative of the institute to grant such extension on being satisfied by the reason provided.
- 4.05. Penalty for Non/late-Submission:** The Contractor shall be liable to pay a penalty for the non-submission of the performance deposit within the specified timeframe of 30 days. Beyond 30 days for delay in submission of PSD, the penalty amount for non-submission shall be calculated as follows:

Sr. No	Delay in No. of days (beyond allowable 30 days)	Penalty imposed*
1.	Beyond 30 days	Rs. 1,000/- per day
2.	Beyond 40th days (10 days beyond the allowable 30 days)	Rs. 1000/- per day and the Institute has right to terminate the Contract.

\*Penalty shall be imposed/payable over and above the Performance Deposit.

- 4.06.** In case where the contractor fails to submit the Performance Deposit after 40 days of award of LOI/WORKORDER, the Institute shall have right to terminate the Contract, and shall also have an option to 'blacklist' the contractor for a minimum term of 3 years.
- 4.07.** Any such amount due for payment shall be received from either EMD amount or the contractor's immediate invoice. **(Proforma for bank guarantee attached as Annexure-H)**

#### 5. Error in Tender submission:

IIMA does not take any responsibility for the tender being wrongly submitted in the e- procurement portal and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.

#### 6. Authorization:

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

**7. Conditional Bids:**

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

**8. Insurance:**

The empaneled bidder shall solely be responsible for any insurance related to scope of the services, IIMA shall not be responsible for any mishap. Also, the bidder shall indemnify the IIMA from any liability during the execution of the services.

The empaneled bidder has to declare on his letter head within 10 days from the date of award of work order /LOI that he has taken sufficient insurance coverage as per tender requirements. IIMA will not have any liability towards any of Contractor's personnel or in any Insurance related matter.

**9. Method of Measurement:**

Priority -1 = Actual Nos. / length / area / volume / weight to be measured and paid.

Priority - 2 = As per relevant code of measurement for works unless specified otherwise in respective item.

**10. Contract Period:**

The initial Contract/ empanelment will be for a period of one (1) year from the date of award of service/letter of empanelment and on satisfactory completion of one year, the Contract/Empanelment may be extended for a further period up to Two (2) years on annual basis, based on satisfactory and successful execution of work.

The contract/empanelment shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.

**11. Escalation / De-Escalation of Rates:**

The rates shall be firm till contract completion. In the event of any extension of contract agreement beyond one year the price may escalate at a maximum up to 5%, which will be mutually decided (same shall remain firm for such an extension).

**12. Compliance of statutory obligations:**

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

**13. Assignment and sub-contracting:**

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it with approval of the IIMA officials. However, the job shall be sublet only to the party approved by IIMA officials.

**14. Penalty Clause:**

The service provider will be bound to supply the deliverables within stipulated period, failing which liquidated damages will be recovered for default on the part of the supplier in delivery of deliverables beyond scheduled delivery dates.

**14.01. For Delay in Supply of design:** The empaneled agency shall complete the brochure design within the stipulated timeline (Maximum 5 working days). In case of delay, a penalty of INR 200/- per day shall be imposed.

**14.02. For Delay in Incorporating Revisions:** The empaneled agency shall incorporate feedback/revisions within the stipulated timeline (Maximum 2 Working Days). Failure to do so will attract a penalty of ₹ 300/- per day of delay.

**14.03.** If the submitted brochure does not meet the required specifications (content, design quality, branding guidelines), the same shall be rejected. Repeated failure (more than 3 times) may attract a penalty of INR 1,500/- per instance shall be imposed and After 3rd instance, the IIMA shall have right to Terminate the contract or continue to impose the same penalty as imposed for 3rd instance.

**14.04.** If the empaneled agency does not respond or fails to proceed with the brochure design work, a penalty may be imposed. Specifically, a penalty of INR 1,500 will be levied for the first instance of non-compliance, INR 3,000 for the second instance, and INR 6,000 for the third instance. After 3rd instance, the IIMA shall have right to Terminate the contract or continue to impose the same penalty as imposed for 3rd instance.

**14.05.** If the final output is found to be below acceptable professional standards, the client reserves the right to:

- Reject the deliverable without payment, or
- Impose a penalty up to 10% of the invoice amount

**Note:**

1. Any due amount for the above-mentioned penalty shall be recovered from the immediate invoice or shall be recovered from the PSD amount.
2. In case of unanticipated/unforeseen delay because of the Institute's action, the Institute and the bidder may mutually agree to the period of delay and for the said period, liquidity damage clause will not be applicable.
3. Agency does not respond or fails to proceed with the brochure design work, IIMA has right to get the work done through some other agency. The risk and cost thus incurred shall be recovered from payment due or shall be adjusted against bill submitted by Agency/Contractor and penalty to be levied.

**15. Inspection and testing by IIMA:**

The Owner shall be entitled to inspect and / or test by itself or through any of its representatives or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the Contract and/or any ingredient to be used. If any material, item, or component intended to be used for the WORK is found to be unsatisfactory (in which matter the decision of the Owner, or his authorized representative shall be final) the Contractor shall not use such material and shall keep the Owner indemnified from and against any claim.

**16. Quantum of work:**

The service will be distributed among empaneled bidders for the service described in this tender.

However, it should be noted, the distributions would purely on the discretion of IIMA based on performance & participant's satisfaction.

**17. Safety and Security:**

Contractor shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities as per applicable rules.

**18. Interpretation:**

The Special conditions of Contract shall be read in conjunction with all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

**19. Termination of Empanelment:**

**19.01. Termination due to contractor's Default**

If the contractor is in default under any of the provisions of this Contract/ Empanelment including but not limited to:

- a) failure to proceed with all or any part of the Contract/ Empanelment or Contract Work with due diligence,
- b) failure to execute all or any part of the Contract/ Empanelment or to perform any other obligations in accordance with the Contract/ Empanelment.
- c) refusal or neglect to make good defective Work or after being instructed to do so by IIMA.
- d) going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e) delay in executing the Contract/ Empanelment such that Penalty are due under the terms of the Contract/ Empanelment.
- f) abandoning the Contract/ Empanelment.
- g) assigning or subletting any part of the Contract/ Empanelment Scope of Work without the prior written approval of IIMA.
- h) failure to comply with any Applicable Law.

then, and in any such event and without prejudice to any other rights or remedies that IIMA may have, IIMA may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMA may terminate all or any part of the Contract/ Empanelment Work under this Contract/ Empanelment and may then complete or have others complete all such terminated Work at the contractor's sole risk and cost. In case of such termination, contractor/ Empaneled shall not be entitled to receive further payment, until the terminated Work is completed and accepted by IIMA. If the costs incurred by IIMA, including costs incurred in performing additional services to complete the Contract/Empanelment Scope of Work and IIMA's overheads in this regard, exceed the unpaid balance of the Contract/ Empanelment Price, the contractor/ Empaneled shall reimburse IIMA such excess within (10) ten days after receipt of an invoice thereof. The rights and remedies provided in this article are in addition to the rights and remedies provided to IIMA by law, equity, or under any other Article in this Contract. Such termination will not relieve the contractor of its responsibility to its laborers, suppliers, or any other creditors, including IIMA.

In the event of a termination under above clause **19.01**, IIMA may use all or part of contractor's drawings, documents, and facilities at Site, in the performance of the Contract Scope of Work, without

payment to contractor otherwise than by the extent such use of contractor's items causes a reduction of cost of completing the Contract/ Empanelment Scope of Work.

### **19.02. Termination for Convenience**

IIMA may, at its opinion, terminate for convenience the Contract/ Empanelment Scope of Work in whole or in part, at any time by written notice to contractor. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination. Upon receipt of such notice, contractor shall:

- a) Immediately discontinue the Contract/ Empanelment Scope of Work on the effective date or date of receipt of notice from IIMA, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Contract/ Empanelment Scope of Work that is not terminated.
- b) Promptly obtain cancellation upon terms satisfactory to IIMA of all purchase orders, sub- Contracts, rentals, or any other agreements existing for the performance of the terminated Work or assign those agreements to IIMA as instructed.
- c) Assist IIMA in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and Goods acquired by contractor or furnished by contractor under this Contract/ Empanelment; and
- d) Complete performance of the Contract/ Empanelment Scope of Work that is not terminated. Upon any such termination for convenience, IIMA shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for
  - a) The Work, which has been satisfactorily performed till date of such term termination. The Contractor shall have the responsibility to submit the Scope of Work that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. All such Scope of Work shall be properly protected and handed over to IIMA.
  - b) All amounts due and not previously paid to contractor for Contract/ Empanelment Scope of Work completed in accordance with the Contract/ Empanelment prior to such notice of termination, and for Work thereafter completed as specified in such notice.

The termination of the Contract/ Empanelment shall not relieve the contractor of any continuing rights, obligations, and liabilities under the Contract/ Empanelment.

### **19.03. Termination without cause:**

Notwithstanding any of the above terms, this contract/ Empanelment can be terminated by IIMA without assigning any reason by giving the other party, thirty (30) days written notice of termination.

The termination of the Contract/ Empanelment shall not relieve the Contractor of any continuing rights, obligations, and liabilities under the Contract/ Empanelment.

Further, after termination of contract/ Empanelment the work done by the vendor up to the date of cancellation of contract will remain the property of IIMA and the vendor cannot claim his right on the same.

While terminating this contract/ Empanelment due to the reason as mentioned in 19.01 & 19.02 above, it is agreed that IIMA will make payments to the vendor on pro rata basis for delivered service and other actual costs incurred by service provider which is duly certified by authorized officer of IIMA made up to the day of cancellation of the Contract/ Empanelment excluding the taxes.

### **20. Contract Agreement:**

IF REQUIRED BY IIMA, the successful Bidder has to execute a contract Agreement with IIMA on the non-

judicial stamp paper of Rs.300/- (Rupees Three hundred only). The cost of stamp paper shall be borne by successful Bidder. IIMA reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

## **21. Conflict of Interest among bidders/agents:**

### **21.01. Conflict of Interest is defined as:**

Participation by a Bidder (i.e. bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates) that are either involved in the work/services to which this tendering is linked; or if they are part of more than one bid in the tendering process; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity (i.e. IIMA/Architect/PMC & their subsidiaries) who are directly or indirectly related to tendering process or execution process of tender; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the tendering process or for personal gain or in any other ways.

### **21.02. Conditions & remedies for conflict of interest:**

- (1) The Bidder will take all appropriate steps to ensure that bidding firm/bidder's subcontractors/sister concern companies are not in a position where there is or may be a conflict between the financial or personal interests of the bidding firm/bidder's subcontractors/sister concern companies and Procuring Entity where both are providing the Services to the IIMA.
- (2) Any breach of this Clause will result in cancellation eligibility for tendering.
- (3) A conflict of interest may arise in situations including but not limited to where a member of the Bidder i.e., bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates:
  - is related to someone with IIMA/Architect/PMC & their subsidiaries who both form part of the same team performing the work/services under the respective tender.
  - has a business interest with IIMA/Architect/PMC & their subsidiaries who part of the same team is performing the work/services under the respective tender.
  - has been provided with, or had access to, information which would give the Bidder i.e., bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates an unfair advantage in a further competition procedure.
- (4) Where the Bidder identifies a risk of a conflict or potential conflict, they will (at the time of bidding) inform the IIMA officials of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the IIMA as soon as possible during bidding process. On receiving this notification, the IIMA will, at its sole discretion, notify the Bidder if the mitigation arrangements are acceptable or whether the risk or conflict remains a Breach.
- (5) The IIMA reserves the right to terminate the bidder from tendering process immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the IIMA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the bidder and the duties owed to the IIMA under the provisions of the tender. The actions of the IIMA pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the IIMA.

The rights and remedies provided in this clause will supersede any rights and remedies provided under any other Article in this tender, in which matter the decision of IIMA official shall be final.

## **22. Taxes, Labour laws and other regulations:**

The bidder/service provider will be exclusively responsible to meet and comply with all legal

requirements related to the service. The bidder/service provider shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or service rendered pursuant thereto. The bidder/service provider/firm shall be responsible to abide by legal and labour provisions prescribed by the Government of India which shall include Income tax, Insurance, Accident, ESI, PF, Minimum Wages, Contract Labour R&A Act, etc. The minimum wages shall be as of Central labour laws.

The Bidder/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any interest/Penalty/taxes (non-availing Input tax credit due to mismatch to GSTRN) which is required to be paid by IIMA due to default by the Bidder/service provider to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Bidder/Service provider and adjustment shall be made when mismatch is attended and solved, and credit is extended to IIMA.

Apart from compliance mentioned at above para, in the event of nonpayment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, IIMA reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or to Labourers, as may be applicable.

### **23. Indemnity:**

The contractor shall indemnify and keep indemnified to the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, servicemen Compensation Act, GST, Royalty, Excise Duty, Octroi, services Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The contractor shall not employ child labour. Payment to servicers must be according to Minimum wages act. The Agency acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Contract. Accordingly, in addition to all other remedies available at law or in equity or any other relief, which may be available to IIMA, IIMA shall be entitled to seek equitable relief of any kind including but not limited to injunctive relief and the right to seek specific performance against Agency. The Contractor at all times should indemnify IIMA against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act,1923; Industrial Disputes Act, 1947; Shops and Establishment Act or any modification thereof or any other law relating thereto, and rules made thereunder from time to time. IIMA will not own any responsibility in this regard.

### **24. Compliance with IIMA's rules and regulations:**

The Contractor shall comply with all norms stipulated by the IIMA such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the work site, safety precautions and safety regulations.

### **25. Dispute Resolution:**

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMA and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMA.

If IIMA and successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual

consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy, or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed mutually having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties. Arbitration shall be held in Ahmedabad; India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Ahmedabad and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both the parties. The courts in Ahmedabad shall have the exclusive jurisdiction.

**26. Jurisdiction:**

In case of any dispute during tendering (Pre/post award) legal proceedings shall be held in Ahmedabad, India and the legal proceedings shall be conducted in the English language.

**27. Force Majeure:**

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances, or events beyond the control of the Parties including but not limited to delays due to floods, fires, accidents, pandemic, epidemic, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. However, there will not be any additional cost implications towards IIMA for such delay in performance, and the successful bidder agrees to complete scope of service & meet his obligations under contract for the cost agreed in LOI/ service order.

**28. Confidentiality:**

- i. The parties agree to maintain secrecy and confidentiality of all confidential information exchanged or to be exchanged between them in relation to scope of service of this Tender.
- ii. Both parties agree to restrict access and disclosures of confidential information to such of their employees, agents, vendors and parties to this Tender. Agency shall not use the brand mark and/or logo of IIMA in any other future activity where IIMA is not involved.
- iii. For purposes of this Tender, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade

secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

- iv. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Tender; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Tender, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.
- v. For the purpose of this clause Confidential Information shall mean to include information exchanged between the Parties including:
  - Intellectual property information;
  - Technical or business information or material not covered in (i); the publicly provided information released;
  - Proprietary or internal information;
  - Any & all derivative works, reports, database or document called by any name whatsoever, created using information provided by IIMA.
  - Information disclosed pursuant to this Tender;
  - All such other information – which by its nature or the circumstances of its disclosure is confidential and all such information of whatever nature and exchanged between the parties hereto and which by mutual Tenders to be treated as confidential;
  - This Tender and its terms and conditions.
- vi. Confidential information shall at all times remain the sole and exclusive property of the disclosing Party. Upon request of the disclosing party, the information shall be destroyed or returned as requested followed by a written confirmation. The party in possession of the confidential information shall be responsible for the destruction and/or return of information to other party as needed. Any consequential events arising out of non-destruction/non-return of information shall be the responsibility of the party retaining the information subject to duty of confidentiality being maintained at all times

## **29. Non-compliance:**

The bidder to quote the price in provided excel sheet (BOQ format) and submit on e-procurement portal as instructed and not to provide any price related information anywhere else in pre-qualification, technical qualifications document or any other bid document. Bidder failed to adhere to this shall be disqualified and shall not be eligible for further processing.

**30. Work and Risk Cost:**

The Institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the existing contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.

**31. Misconduct:**

The Contractor shall keep the Owner indemnified from and against all personal and third-party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.

## Chapter-5

### Scope of Work

#### **About the Institute:**

Indian Institute of Management, Ahmedabad (IIMA), was set up by the Government of India in collaboration with the Government of Gujarat and Indian Industry as an autonomous Institute in 1961. IIMA is India's best and Asia's foremost Business School, IIMA continues to be ranked as one of the finest institutions in the world. In 2008, IIMA also became the first business school in the country to be awarded EQUIS (European Quality Improvement System) accreditation. This accreditation awarded by the EFMD (European Foundation for Management Development) certifies that the quality of IIMA's academic processes and programmes are at par with the best business schools globally that have similar accreditation.

#### **About the Executive Education:**

IIMA's Executive Education Programmes are the most expansive management programmes in India, with a portfolio of over 250 programmes. Our aim is to assist the development of outstanding leaders and this is reflected in our academia. Our programmes comprise of multiple comprehensive programmes that are tailored to suit your needs and help emphasize your personal and professional growth. The programmes range from 3 days to 3 months including on campus, off campus, online as well as blended mode long duration programmes.

The Executive Education offerings at IIMA are largely grouped into two categories of programmes: Open and Customized. Each programme is designed to address the distinct needs of specific executives at various points in their career, helping them up-skill and progress. Whether you are an Entrepreneur, a General Manager or the CEO, our programmes and its distinctive faculty will facilitate your growth and consequently the profitability of your organization, enhancing your leadership and strategic skills. Additionally, interactions with other high-achieving peers will enrich your experiences and insights.

#### **Scale of Operation**

Annually more than 100 Open Enrolment Programmes vary from 3 days to 3 months duration each of these programmes require bidders to create all or some of the following details: Brochure, Advertisement, Social Media Creatives, HTML Emailer Creatives, Flyers. The bidders would need to regularly update content and creativity based on dynamic Academic and Institutional update requirements.

### 5.1. Scope of Service:

The Scope of service is as follows but not limited to,

1. The aim for the service is to design the marketing collaterals for Office of IIMA in various forms, sizes, as per the specific requirement.
2. Design and Layout must be prepared by using IIMA's visual identity guidelines.
3. The IIMA will only provide content and concept for the same in order for designing the collaterals.
4. If the agency wishes to purchase image / photography from a commercial website for creation of design, they can do so. However, the IIMA will not bear any extra charges towards the same. It will be part and parcel of the final rate.
5. The agency should not copy or use any such image which could result in copyright issues and IIMA will not take any responsibility for the same.
6. After creating the final design, the successful bidder should provide soft copy through email to Executive Education office for approval.
7. On final approval, the bidder must provide printable file (AI, InDesign or Corel Draw OR High-Resolution PDF).
8. Successful bidders are required to design the collaterals conceptually and creatively by using appropriate design as per programme title, content and suggestions from IIMA.
9. The successful bidder should give minimum three acceptable options for cover design. In case they are not satisfactory, the successful bidder may have to give maximum of up to two more cover designs.
10. In case of PDFs, the provided pdfs have to be active pdf format which allows us to link to the programmes on the IIMA website.
11. The selected agencies to provide an account manager / single point of contact for the IIMA account.
12. As the programme schedule of institute is dynamic the selected agencies need to update all changes/edit as may be necessary from time to time for programme related information.
13. Any minor modifications or adaptations to the brochure required until the programme goes live shall not attract any additional charges after final submission. OR any minor updates, corrections, or adaptations required from the time of final submission until the programme goes live shall be carried out without additional charges.
14. The empanelled agency will be responsible for the conceptualization and design of the brochure in line with IIMA branding guidelines, ensuring innovation and creativity in the overall layout and visual presentation. This includes design of the cover page and inside pages (text layout, infographics, icons, tables, faculty profiles, schedules, etc.), along with

incorporation of relevant images and visual elements. A minimum of three design options for the cover page and brochure layout should be shared, and revisions should be carried out based on feedback from the team.

15. The initial brochure design, including cover page options, should be submitted maximum within 5 working days from the date of sharing the content. Revised versions should be submitted maximum within 2 working days after receiving feedback, and the final print-ready and web-ready files should be delivered upon receiving the final approval. The vendor must strictly adhere to these timelines, as timely brochure release is critical for programme marketing. **In case of urgency**, brochure revisions must be carried out immediately without considering the above-mentioned time limits.
16. If the selected agency/vendor does not respond or does not proceed with the brochure design work, a penalty may be imposed as per the amount defined by the Institute. Repeated delays or failure to meet quality standards and timelines may result in cancellation of the work order and reassignment of the work to another vendor.

## Chapter-6

### BID EVALUATION SYSTEM:

The process for the selection of the contractor will be in THREE stages:

**Stage-1:** Those who qualify in Part-I - PQ will be eligible for the opening of Part-II- Technical Qualification.

**Stage-2:** Evaluation of Technical Bid.

Firms shortlisted in Stage-1 shall be evaluated on the technical parameters by the evaluation committee, as per criteria mentioned in Part-II - Technical bid. At the end of this stage, each firm will be assigned a technical score (out of 100).

Bidders scoring less than 70 in the Technical Evaluation will not be considered for opening the price bid.

**Stage-3:** Opening of Price bids of Technically qualified bidders.

#### **Recommended Rate:**

Recommended rate will be declared for all the items mentioned in BOQ based on item wise lowest rates quoted by bidders qualifying in PQ Stage. In case of an abnormal rate for any particular item, IIMA may go for market rate. However, in such cases the rate quoted shall be purely based on IIMA decision.

#### **Empanelment of Agencies:**

The Recommended rate shall be offered to all qualifying bidders for their acceptance. The bidder accepting the recommended rate shall be empaneled as the service providers.

#### **Award of contract/distribution of work:**

The distribution shall be equal as far as practically possible. The distribution of the services shall also be based on quality of the service and subsequent customer satisfaction.

The decision of the IIMA's evaluation committee is final and it reserves the right to summarily reject all the bids without assigning any reason whatsoever if they are not in line with the committee's expectations.

**After completion of tendering process, if required, IIMA may empanel more bidder (if required), who meets the tender criteria for empanelment even in the similar category. The decision of the Institute in this matter will be final and binding to all the bidders/empaneled/agency.**