



**भारतीय प्रबंध संस्थान काशीपुर**  
**INDIAN INSTITUTE OF MANAGEMENT KASHIPUR**

**EXPRESSION OF INTEREST (EoI)**

**FOR HIRING OF PLACEMENT CONSULTANT / AGENCY  
FOR INDIAN INSTITUTE OF MANAGEMENT KASHIPUR**

(IIMKASHIPUR/LTE/01/2019-20 DATED 30.04.19)

**Indian Institute of Management Kashipur**

Kundeshwari, Kashipur

District- Udham Singh Nagar

Uttarakhand – 244713

Tel. +91-7088270882, 7900444090, 91, 92, 93

**EXPRESSION OF INTEREST  
FOR HIRING OF PLACEMENT CONSULTANT / AGENCY  
FOR INDIAN INSTITUTE OF MANAGEMENT KASHIPUR**

**SCHEDULE OF EVENTS**

Name of Work	EXPRESSION OF INTEREST (EOI) for HIRING OF PLACEMENT CONSULTANT / AGENCY FOR INDIAN INSTITUTE OF MANAGEMENT KASHIPUR
Reference No.	IIMKASHIPUR/EOI/01/2019-20 DATED 30.04.2019
Tender Cost/Fee	₹ 1,000/- (Rupees One Thousand only) by way of DD drawn in favour of Indian Institute of Management Kashipur payable at Kashipur submitted along with the EOI. <b>(Non-refundable).</b>
Earnest Money Deposit (EMD)	₹ 20,000/- (Rupees Twenty Thousand only) by way of DD drawn in favour of Indian Institute of Management Kashipur payable at Kashipur submitted along with the Technical Bid of EOI.
Performance Security	₹ 1, 00,000/- (Rupees One Lakh Only) for qualified & successful bidder in the form of DD/Bank Guarantee/FDR pledged to IIM Kashipur payable at Kashipur. No interest shall be payable on amount deposited as Performance Security.
Contract Period	The period of contract will be initially for one <b>year</b> . The contract may be extended by another one year on the basis of satisfactory performance and mutual consent of the parties.
Issue of EOI/Tender Document	The tender document can be downloaded from the Institute website – <b><a href="http://www.iimkashipur.ac.in">www.iimkashipur.ac.in</a></b> . The tender cost of ₹ 1000/- is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.
Query (if any)	In case of any query, it may be clarified / asked till last date of submission of bids.
Submission / Receipt of Tender	Up to 1500 hrs on 21 <sup>st</sup> May 19 at IIM Kashipur.
Opening of Tender	The tenders shall preferably be opened on the last date of submission for bids i.e. 21 May 2019 after 1530 Hrs. Any changes of the schedule will be notified on Institute's web site.
Contact Person (for any clarification)	Store and Purchase Officer, IIM Kashipur Phone: 09935099806, email: <a href="mailto:shivashish.tripathi@iimkashipur.ac.in">shivashish.tripathi@iimkashipur.ac.in</a> , <b>AO, Placement</b> - Phone: 09926099008 email: <a href="mailto:amit.chanpuria@iimkashipur.ac.in">amit.chanpuria@iimkashipur.ac.in</a>
Proposed date to Commence the Operations	As per the schedule and requirement of IIM Kashipur

## **Introduction**

The Indian Institute of Management Kashipur is a new entrant in the elite league of IIMs. The institute is set up with the objective of providing quality management education while sensitizing students towards the needs of the society.

IIM Kashipur commenced operations from July 2011 under the mentorship of IIM Lucknow. The Institute offers Post Graduate Programme in Management (PGPM), a two year full time residential programme. The rigorous curriculum seeks to instil a passion for knowledge and ability to apply that knowledge to real life scenarios. The programme lays emphasis on all-round personality development and inculcates the values of leadership and integrity.

The institute is located in one of the most densely industrialized regions in the country with over 180 industries having plants in and around the region and many more coming up. This places the Institute at a vantage point when it comes to 'Learning by Doing' via frequent industry interactions and live projects.

IIM Kashipur intends to engage a Consultant / Agency for one year, to provide services for placement of its students.

Now, competent and capable consultants meeting all the requirements are requested to forward their Expression of Interest (EOI) along with the requisite information and documents in a sealed envelope duly super scribed with "EOI FOR PLACEMENT CONSULTANT, IIM KASHIPUR" (at the top of envelope). **The Scope of work, Pre-Qualification requirement and other information are given herein as 'Annexure-I' to this document and Financial Bid as 'Annexure-II'.** Based on the EOI's response, IIM Kashipur will shortlisted and select competent and capable Placement Consultant for placement of final year students.

The completed bids against the EoI should reach to:

Chief Administrative Officer,  
Indian Institute of Management Kashipur,  
Kundeshwari, Dist-Udham Singh Nagar, Uttarakhand – 244713,

**Last date of submission of EOI is 21 May 2019  
by Post/Courier/Hand or to be dropped in Tender Box at Purchase Dept. of IIM Kashipur.  
The EOI submitted by email/fax will not be accepted.**

## **1. LIMITATION OF LIABILITY**

In no event shall either Party be liable to the other or anyone else for special collateral exemplary, punitive, indirect, incident or consequential damages (including without limitation, loss of goodwill, loss of profit or revenue, loss of saving, loss of use, interruption of business and claims of customers), whether such damages occur prior or subsequent to or are alleged as a results of tortuous conduct or breach of any of the provisions of this Agreement even if the Parties were advised of the possibility of such damages, except for the liability or claim for damages arising out of gross negligence or and willful misconduct or breach of warranty or Confidentiality of the defaulting party under this Agreement.

## **2. CONFIDENTIAL INFORMATION**

(a) The term “Confidential Information” shall include the companies coming for campus placement at IIM Kashipur and any and all information relating to the Placement Activities at IIM Kashipur, including, but not limited to, Company Databases, Contact Details, Salary Remuneration, PPO Offers, Important Dates Pertaining to placement activities (like Day 0 Day 1), Placement Strategy and Company Profiles, communicated by IIM Kashipur either directly or indirectly in writing, orally or visually, to the Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from IIM Kashipur and was not acquired by the Consultant from IIM Kashipur under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to IIM Kashipur, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of IIM Kashipur.

(b) Obligations of Non-Disclosure and Non-Use: Unless otherwise agreed to in advance and in writing by the Company and IIM Kashipur, the Consultant will not, except as required by law or court order, use, divulge or otherwise exploit the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

The Consultant may disclose the Confidential Information only to those of its employees who need to know such information for the performance of the Services. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any case, the Consultant shall be fully responsible for any breach of the terms and conditions of this Agreement by any of its employees and / or anybody connected to it. The Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

- (c) Return of Confidential Information: Upon the termination or expiration of this Agreement for any reason, or upon the Company's earlier request or if the Services are not as per IIM Kashipur's requirement, the Consultant will deliver to the Company, all of the Company's property and Confidential Information that the Consultant may have in its possession or control, in tangible form. The Consultant may retain one copy of the Confidential Information in its legal files with prior written consent of the Company/ IIM Kashipur; however, the same shall be subject to confidentiality obligations irrespective of the termination of this Agreement.

## **2 SECURITY DEPOSIT/ EMPANELMENT PERFORMANCE GUARANTEE:**

As a performance guarantee, the Consultant or Agency shall pledge an amount of Rs. 1,00,000/- (Rupees One Lakh Only) in the form as mentioned in schedule of events to this document. The same should be valid for a minimum period of one year from the effective date of this Agreement and renewable and / or increasable thereof at the discretion of IIM Kashipur.

## **3. TERM**

This Agreement shall come into force from the date of its execution and remain in full force and effect for a term of one year, unless terminated as per the terms of this Agreement. The Agreement may be renewed for further period on such terms and conditions as may be mutually decided by the Parties. However commercial terms may be revised every twelve

months from the Effective Date in tune with the escalation of cost in real terms, on mutual consent, including for renewed Agreement.

#### **4. TERMINATION**

IIM Kashipur shall at any time be entitled to determine and terminate the Empanelment for any reason including unsatisfactory performance or violation of the terms and conditions of the Agreement and/or any contract whatsoever. A notice in writing from IIM Kashipur to the Company/ Agency shall be served, giving 30 (thirty) days' time for such termination and vacation of the premises, without assigning any reasons thereof. In the event of any breach, delay or unsatisfactory performance on the part of the Agency, IIM Kashipur may, without prejudice to its other rights, claims, entitlements etc., terminate this Agreement if such breach, delay or performance is not cured by the Consultant within 15 days from the date of receipt of notice.

If all or part of the Empanelment is terminated in accordance with the provisions contained above, IIM Kashipur shall, subject to deductions, inter-alia, on the account of breach, delay, lapse etc., pay to Company or Agency, at its option, charges for Services up to the effective date of termination. However the termination of the Empanelment shall not relieve the Company or Agency of any of the obligations imposed by the Empanelment with respect to the work performed or Services provided by prior to such termination.

#### **5 APPLICABLE LAWS AND JURISDICTION**

This Agreement shall be governed, construed and interpreted under the laws of Union of India and the courts at Kashipur shall alone have exclusive and competent jurisdiction.

#### **6 INDEMNIFICATION AS TO THIRD PARTY BY BOTH PARTIES OF THIS AGREEMENT**

Insofar as placement is concerned, both Parties must be sincere and honest. Agency shall assume responsibility and indemnify the Institute if any of the data of students/or other information's/data of the Institute is lost, or misused or infringed by Agency and shall be fully responsible and liable to pay full and adequate monetary compensation sought by any aggrieved person/party, without prejudice to any other right that the Institute has under the law or this Agreement. Agency shall indemnify, defend and hold the Institute fully harmless against all liabilities, damages, losses, costs or any expenses (including without limitation,

lawyers' fees and expenses) arising out of any claim, suit or proceeding by any third Party alleging that the Services provided under this Contract is violated.

**7 MISCELLANEOUS PROVISION**

- a. No joint venture: Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Institute and Agency. Neither Party shall have the power to control the activities and operation of the other Party or bind the other party and their status is and at all times will continue to be, that of independent entities with respect to each other
- b. Governing Law: This Agreement shall be construed and enforced in accordance with the law governing such matters in India.
- c. Arbitration: in the event of any dispute or difference arising out of or in connection with this Agreement including the interpretation on any other matter then in such events the Parties shall resolve such dispute or difference first by mutual discussion and if any dispute or difference arising out of this Agreement or interpretation of the Agreement or any other matter related to the Agreement continues after the same, it shall be referred to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 (including the statutory modifications thereof).
- d. The Director, IIM Kashipur will be the sole arbitrator. The Arbitration will be held in and conducted in the English language. The Parties to the dispute will instruct the arbitrators to render a decision within 30 days. The cost of arbitration shall be shared equally by both the parties and the decision of the arbitration shall be final and binding on the Parties.
- e. Entire Agreement: This Agreement including the proposal Agency has submitted through its technical and commercial documents and other related documents thereof constitutes the entire Agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement signed by both Parties.
- f. Notices: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any

statutory modifications thereof ) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

- g. No Waiver: The failure of either Party to enforce any of the provision hereof shall not be construed to be a waiver of the right of such Party therefore to enforce such provision.
- h. Assignment: This Agreement shall work to the benefit and be binding upon the Parties here and their representatives, successor and assigns provided however this Agreement shall not be assignable by Agency without the prior written consent of Institute and which shall not be unreasonably withheld. In the event, Agency wishes to delegates the performance of any of its obligation hereunder to a third party the written consent of the Institute must first be obtained and the Institute reserves the right to approve all terms of any such-delegation. Purported assignment of delegation by Agency without written consent shall be void and have no effect. Upon such assignment, this Agreement shall also be binding on the third party to the extent applicable. Where Agency has so obtained the Institute's prior consent to assign, Agency shall ensure that such party should execute an Agreement containing all necessary provisions of this agreement so that the character, scope and purpose of this Agreement remains unchanged. Agency remains fully responsible and liable for the performance of such successor, assignee etc.
- i. Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who are connected with the Services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.



- j. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all such counter parts shall together constitute but one and the same agreement.
  - k. Publicity: Agency shall be permitted to make reference to Institute in its brochures and publicity material relating to the programmes being offered in the manners mutually agreed to from time to time. Institute will permit Agency to use the brand and logo of the Institute for promotion through physical and digital media channels and for this purpose will provide necessary co-operation. However, any misuse or negligence on the part of Agency and / or anybody connected to it, will lead to termination of the contract/ this Agreement.
  - l. Force Majeure: Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Agreement upon immediate written notice without any penalty or liability. However the existing liabilities of the Parties and the Institute's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.
- 8 Standard of Services. All Services to be provided by the Agency shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that the Consultant has represented it has. Nothing in this clause shall affect IIM Kashipur's right to revise, update or otherwise modify the 'Standard of Services' during the subsistence of this Agreement and/or any Contract. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

Agency will bring companies to IIM Kashipur, such as IT Analytics ITes, Investment Banking, Finance E-tailing consulting and FMCG shall be given prominence over other sectors. All efforts shall be made by the Consultant / Agency to bring companies from these sectors, in addition to other sectors to the campus for final placement and summer internship.

- 9 Representation and Warranty. The Agency represents and warrants to the IIM Kashipur that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.
- 10 Reporting: The Agency shall submit monthly reports to the Chairperson, Placements by way of e-mail with CC to the Director of IIM Kashipur regarding placement activities. The Agency shall discuss with the Chairperson, Placements regarding the companies that the Agency intends to invite/ target for placement. The Agency shall discuss the list of invitees for Conclave/ Conference with the Director of IIM Kashipur and Chairperson, Placements.
- 11 Monthly activity report shall be submitted by the Consultant in the same manner as the other reports, on the last working day of each month, along with the schedule of activities planned for the upcoming month.
12. **Terms of Payment:** All fees, including taxes shall be paid by the institute. 1/4<sup>th</sup> of the total annual contract value (including GST) shall be payable to the consultant/agency within 30 days of the date of signing of contract as First Retainer. The balance amount shall be payable on successful completion of task as per this EOI/NIT. The incentive shall be payable in addition to the annual contract value as per the EOI/NIT document. The Financial Bid (Annexure – II) along with all EOI documents are to be signed and stamped on each page by the consultant/agency and to be submitted at given address before due date.

**Scope of work, Pre-Qualification requirement** and other information are as under:-

### **1.0 Scope of Work:**

The scope of work of the Consultant / Agency is as below. The agency shall be liable to bear with the additional work out for increasing the number of placement. Accordingly, the additional activity/tasks desired by the placement office shall be taken-up by the consultant/agency.

- (a) To drive placement process for final year students in consultation with Placement Office of IIM Kashipur and ensure minimum 60 Nos of placements out of the passing out batch of students. After attaining minimum 60 Nos of placements, an incentive of 5% of total contract amount shall be payable to consultant for each 15 Nos of additional students finally placed through consultant's efforts. Placements executed solely by Institute's efforts shall not be accounted for incentive to Consultant/Agency.
- (b) To get live Projects and other campus engagement activities from reputed companies.
- (c) Preparation of detailed schedule for placement of final year student and other related activities in consultation with Placement Office of IIM Kashipur.
- (d) Liaisoning with industry and reputed companies for placement with proper scheduling of these activities including campus interviews etc.
- (e) Consultant / Agency to provide complete / full assistant for placement of students of IIM Kashipur.
- (f) Support 1<sup>st</sup> year students for internship and align/strengthen them for future placement prospects.
- (g) To invite reputed speakers from industry for PGP courses / seminars. Necessary admin support for speakers/guests shall be provided by the Institute.
- (h) Introducing and enrolling students of IIM Kashipur in contemporary management practices from time to time for upscaling of their better career prospects/placement. Necessary admin support shall be provided by the institute for organising such activities. However, a prior consent/approval of the institute shall be obligatory for such events.

### **2.0 Pre-Qualification requirements for the consultant/agency- (Documentary proof by the consultant/agency for establishing the pre-qualification requirement is to be submitted along with the bids)**

- 2.1 Agency must be a legitimate entity to operate in industry and should possess necessary GST registration with other essential relevant approvals/licence etc.
- 2.2 The agency should have three year experience of industry working for placement services. The agency having experience with Tier-1 industry level shall be preferred.
- 2.3 The agency / consultant must have qualified staff having at least three years of experience in relevant field. Consultants/Agencies having membership/interaction with reputed/established HR forum/community like AIMA, FICCI, HRFI, SHRM etc. shall be given preference. (Docs to be submitted)
- 2.4 The Agency/Consultant should have been existence for 3 years or more.
- 2.5 The Agency/Consultant should have proven track record (Documents to be submitted).

**FINANCIAL BID DOCUMENT**

Sr.	Particulars	Annual Charges (Fee) ₹	Taxes (in %) (wherever applicable)	Total annual Fee (Incl. Tax)
1	<b>Annual Charges (Fee) for placement Services</b>			
<b>TOTAL Fee in words (Including Taxes)</b> ..... .....				

Date:

Place:

**(Name and Signature of  
Consultant/agency with stamp of the firm)**