



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

(Web Site: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in))



## TENDER DOCUMENT

### FOR PR AGENCY FOR IIM KASHIPUR

#### Notice Inviting tender (NIT) No. IIMKASHPUR/PUR DEPTT /NIT/ 15 / 2020-21 dated 21 Dec 2020.

1. Bids in sealed cover are invited for rate contract of services under **two stage bidding system** (obtaining bids in two stages with receipt of financial bids after receipt and evaluation of technical bids) from reputed, experienced and financially sound parties listed in this NIT. Please super scribe the above mentioned Title "FOR PR AGENCY FOR IIM KASHIPUR", NIT/15 dated 21 Dec 2020 on the sealed cover to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.
2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT and other informations are given below:-

Sl. No.	Particulars	Requisite Information for Bidders
(i)	Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
(ii)	Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR DIST. UDHAM SINGH NAGAR UTTARAKHAND (INDIA) PIN – 244713 Website: <a href="http://www.iimkashipur.ac.in">www.iimkashipur.ac.in</a>
(iii)	Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
(iv)	Telephone numbers of the contact personnel	91-7088270882, 7900444090 (Ext): 321

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(v)	e-mail ids of contact personnel	<a href="mailto:purchase@iimkashipur.ac.in">purchase@iimkashipur.ac.in</a>
(vi)	Last date and time of submission of Quotations	<b>25 Jan 2021 at 1400 hrs.</b> Any changes of the schedule will be notified on the Institute's website.
(vii)	Date and time of opening of Quotations (Technical Bid)	<b>25 Jan 2021 at 1500 hrs onwards.</b> Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender.
(viii)	Cost of Bid Document/Tender Fee	Bidders can download bid document from the website of IIM Kashipur- <a href="http://www.iimkashipur.ac.in">www.iimkashipur.ac.in</a> . and submit the non-refundable processing fee of ₹ 1000/- + 18% GST = <b>Rs. 1,180</b> (Rupees One Thousand One Hundred and Eighty Only) in the form of Demand Draft or Banker's Cheque in favour of "Indian Institute of Management, Kashipur". Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

**3. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

**4.** The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. Buyer also reserves the right to withdraw the NIT, should it become necessary at any stage.

**5.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

**6. Forwarding of Bids** – *Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain envelope of Technical Bid only. The Technical Bid should contain copy of NIT document duly signed and stamped on each page along with Annexure-I, II and III of the NIT supported by demand drafts (Tender Fees and EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. The technically qualified bidders shall be called for the presentation and to carry out discussions about the bid. **The details of the bidding process are enumerated in Sl. No. 17 of the NIT.***

**7. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not

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later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**8. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. IIM Kashipur has all the rights to reject one or all tenders without giving any specific reasons.

**9. Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled, and the Earnest Money shall be forfeited.

**10. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **1,00,000/- (Rupees One Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

**11. Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry contract. EMD shall be release after receiving PBG from successful bidder.**

- The PBG shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The PBG, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on "**No Claim Certificate**" from the Bidder.
- In case where the Contract has been rescinded, the PBG will be forfeited and the Bank Guarantee shall be encashed and the balance work shall be completed independently by IIM KASHIPUR at the risk and cost of the Original successful Bidder. The Original successful Bidder shall be debarred from participating in the subsequent Bidding process for executing the balance work. If the failed bidder is a Joint Venture or a Partnership Firm, then every member or partner of such a firm

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shall be debarred from participating in the subsequent bidding process for the balance work either in his individual capacity or as a partner of any other Joint Venture or Partnership Firm.

- In case the contract being determined as terminated or rescinded under provision of the contract, the PBG shall be forfeited in full.
- If the contract gets dissolved due to the death or retirement of any partner or for any reasons whatsoever before completing whole work or part of it undertaken by the principal, the partners will remain jointly and severally responsible to complete the work to the satisfaction of IIM KASHIPUR. Failing which, they will be liable to pay the compensation for the loss sustained, if any, by IIM KASHIPUR due to such dissolution, the amount of such compensation shall be fixed by IIM KASHIPUR and its decision in the said matter shall be final and binding on the Bidder.

**12. Payment Terms** - Payments will be made through ECS/ NEFT on monthly basis after submission of the ink- signed bills for the completed services during the month. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a “**No Claim Certificate**” to IIM Kashipur.

**13. Schedule of Requirements: SCOPE OF WORK OF PR AGENCY**

(a) The rate contract will be for two years starting from the date of awarding the contract. The contract may be extended annually on mutual consent basis without increasing the annual charge/cost and with same terms and conditions of the contract.

(b) Proposed Date of Commencement of the Work/Contract: **01 Mar 2021**.

(c) These are the following broad scope of work; however, it may also include any other media related work as and when required by IIM Kashipur.

(d) **GENERAL SCOPE:** Indian Institute of Management Kashipur wishes to appoint a PR Agency to help it achieve visibility and brand awareness among its key audiences. IIM Kashipur’s prime audiences are: Potential students and Faculty, Industry bodies, Alumni, Media, Academia, Government and other third parties; local authorities, Politicians (local and national), the wider business community. The Agency is expected to work with IIM Kashipur to devise a PR campaign for a **two-year period**, initially. The general scope of work is as follows:-

- Managing Institute’s off campus outreach activities (seminars, conferences, workshops, exhibitions, city meets for admission process conducted by the Institute)
- Branding and outreach activity of Management Development Programs (Open MDP calendar promotion, creating mail serves, liaison with corporates (PSUs, Government bodies, NGOs, MNCs).
- Leverage opportunities to showcase IIM Kashipur – leadership, faculty, staff, students, alumni, partners, donors, Board of Governors, etc

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- Development and maintenance of a database of external contacts for receipt of Communications and sharing of this database with IIM Kashipur's Media and Public Relations Office.
- Management of media and logistics required for media presence at IIM Kashipur-hosted events.
- Monthly strategic meeting with key decision makers at IIM Kashipur.
- Make research available to influencers so that they refer to the effort, while making their statements at various forums.
- Placement of faculty authored articles and thought leadership articles in print and on-line media.
- Development of press kits for use by IIM Kashipur at education exhibitions and at its own events such as Convocation, Conferences, Seminars and Panel discussions, student-led events, and media management at such events.
- Development of an IIM Kashipur portfolio incorporating all press cuttings
- Systematic monitoring of the media to evaluate (qualitatively and quantitatively) the exposure generated through the PR campaign
- Social Media promotion for all institutional programs (Student led, Academic Programs, Admission, Placement, Alumni, International Relations, Online) and responses to negative opinions (in consultation with Director, Dean, Chair MPRC); Reputation Management and Crisis Communication
- Tracking of IIM Kashipur on social platforms and creation of campaigns for IIM Kashipur to maximize reach Target Audiences (TAs) on these platforms – in terms of Content Marketing opportunities
- Community outreach activity for all institute led internal and externally funded projects.
- Arranging guests (for convocation, off and on campus business networking events, various academic events in Kashipur and Dehradun campus, student led events) and managing hospitality and promotion.
- Details of any additional office/administration expenses and your likely scale and method of charging for these should also be included with the tender proposal.

## i) **DIGITAL MEDIA**

### • **Search Engine Optimization**

- a). Google SEO
- b). Google Mobile first Index
- c). Keywords research
- d). Google Adwords Account
- e). Google Analytics Account

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(f) Technical Content writing for Institute website in consultation with Director, Dean, Chair MPRC, IT department.

## • **Social Media Marketing**

- a) Domain Specific Targeting
- b) Hashtag research and adoption
- c) Unique campaign integrated with Social Media - YouTube, Facebook, Twitter, LinkedIn, Blogs, Opinion Polls, Instagram, and Pinterest etc. of IIM Kashipur to communicate with the target audience, providing them with engaging and enriching information.

## • **Google Business Page**

- Infographics/Graphics Support for Social Media Contents, Web Contents (Website, Podcast, E-zines, Digital Documents)
- Maintaining (Content Development), promotion and SEO strategy for IIM Kashipur Blog. Dissemination of IIM Kashipur related information, including press communication, in digital media.
- 24x7 handling and tracking of social media accounts of IIM Kashipur on various platforms and maintaining a major presence in the social media.
- Develop and implement effective Social Media strategy for each social media vehicles (Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, Blogs)

## ii) **Print Media**

- Preparing and releasing regular press releases: Newspapers/Magazines on various activities and achievements of IIM Kashipur.
- Active Industry Stories: Newspapers/Education Supplements
- Proactive Stories -Industry Specific/ Generic Story/feature stories/ Editorials
- Company and Leadership profiling
- Events/ Press Conferences/Launches of IIM Kashipur should be covered in national and major vernacular news of different states.
- Arranging Interviews and meeting with top officials /Journalist /Leading Publications/ Press Conferences from time to time.
- Feature in Television & Radio
- Keynote Speakers opportunities for Director/Deans/Faculty in conferences/round tables, off campus business networking events, Trade Shows, Industry events and Expos etc.
- Panel Discussion opportunities for Director/ Deans/ Faculty/ Students in Television and Radio Programs (Feature stories, news discussions, Phone In programs, Radio discussions etc.)

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## iii) News Distribution

- The news distribution should include print, electronic, regional media and online media including international media outreach. The focus must be to achieve a pan-India reach. In case of regional media news distribution, the agency must provide translation service from the agency's end.
- The agency must develop a media list covering all media – Print, Electronic, and Online – with journalists covering management education, start-ups, entrepreneurship, innovation, design thinking, public policy, sustainability, agriculture and gender. The media list must be updated and shared with the institute on a regular basis for all key metros and other cities.
- The agency must monitor print, online and electronic media and send a monitoring report of all published news clips/press releases to the institute.
- The agency must be capable of publishing at least fifty press releases in national daily all edition newspapers to reach the milestone of satisfactory performance and claim the quoted price in full. The agency must be capable of publishing press releases in various vernacular news outlets.
- Arranging interviews and meeting of IIM Kashipur authorities/top officials with media persons from time to time.
- Write and distribute press releases / backgrounders for media to suit various requirements and ensure publication of the same on regular basis.
- Provide creative inputs for magazines / publications /coffee table books/achievement booklets.
- Close liaison and interaction with:
  - i. Print media, electronic media and others
  - ii. Influencers and opinion makers.
- Identify, maintain and supply a list of media professionals relevant to IIM Kashipur.
- To work in close coordination and liaison with IIM Kashipur for an effective Communication.

## iv) Agency Reporting and monitoring/measuring outcomes

- The agency will work with the Institute's Media and Public Relations Committee on a day-to-day basis for press releases/news distribution.
- The agency will submit a detailed analysis of the coverage garnered for the Institute in national media and other online media, and its impact on a monthly, quarterly and annual basis. Continuously monitor the media for ensuring the presence of IIM Kashipur in management education industry stories- Media Scanning/ Feedback: Maintain-media watch/media intelligence for any development that may impact IIM Kashipur.

Note: (a) A 'payment by result' policy will apply to ensure a high quality of work delivered. The institute shall review the work of the PR agency firm after one year. If the work delivered is not satisfactory, the contract may be reviewed for extending to second

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year. The extending of the work for second year shall be recommended by competent authority after review.

(b) The Agency shall ensure that the Key personnel assigned for coordinating with IIM Kashipur are available for discussions, as and when required, and shall attend all review meetings, at the Institute No TA, DA shall be admissible for attending the meetings at IIM Kashipur. The Agency shall also ensure that no Key personnel are shifted out of the project without prior written concurrence of the Chair MPRC of IIM Kashipur. Such request shall only be entertained in case of severance of the Key personnel from the Agency. In any such event, the Agency shall give a prior written notice of at least 4 weeks along with the detailed credentials of the alternate resource identified as replacement. IIM Kashipur shall have a right to interview the replacement, if it so desires. All costs associated with such change shall be the sole responsibility of the Agency.

## 14. Eligibility Criteria

(a). The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the Annexure-II.

(b). The Agency should be neither blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per Annexure-III.

**(c) The agency must have registered branch/ Local office PAN India. The agency should have their branch/local offices (minimum two places) at these locations, Delhi- NCR, Mumbai, Kolkata, Pune, Lucknow, Hyderabad, Bangalore, Chandigarh, Chennai. Proof should be submitted.**

(d) The Agency should have excelled in providing communication services in various areas including Corporate Reputation Management, Financial Communications, Issues and Crisis Communications, Media Relations & allied activities like Media Monitoring, Perception Research, etc.

(e) Agency Should attach list of work orders/documentary evidence where the similar type of work has been executed during previous Seven years from the date of publication of tender as detailed below:

- (i) Three similar work of Rs. 16,00,000/-  
OR
- (ii) Two similar work of Rs. 24,00,000/-  
OR
- (iii) One similar work of Rs. 32,00,000/-

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- (f) The average annual turnover should be at least of 40 lakhs (Rupees Forty Lakh) during last three financial year April 2017 - March 2020. Relevant certificate from Auditors will be required. Relevant certificate from CA may also be considered.
- (g) The Net Worth of the agency should be positive during each of the previous three financial years (April 2017 - March 2020). Relevant copies for the same should be enclosed.
- (h) The agency should have worked with at least one large Public sector company or Centrally funded institutions during last seven years with satisfactory performance.
- (i) **Consultant's Profiles:** The Bidder should provide detailed qualifications and experiences of its named consultants and also of the consultants it proposes to put for IIM Kashipur project.

Sl. No.	Description	Minimum Qualification
01	Key Personnel/Professionals/technical persons to be deployed for project	Professionals/technical persons with qualifications or experience of Communications/Branding/Advertising or other relevant field i) <b>Team leader</b> :- with minimum <b>15 years</b> of relevant experience ii) <b>PR Consultant</b> :- with minimum <b>10 years</b> of relevant experience iii) <b>Social Media Expert</b> :- with minimum <b>07 years</b> of relevant experience
(The details of the key personnel's along with their requisite qualifications and work experience is to be submitted along with the bid).		

- (j) The Tender Fee is mandatory to be paid along with the bid. Tender Fee and EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents.

## 15. **General Terms and Conditions of the NIT**

- (a) The Key Personal of the agency shall be in-charge of the agency system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of the IIM Kashipur, they shall work under directives and guidance of the administration and his/her authorized representative is/are answerable to the administration. The employees of the agency shall be of good character and of sound health and are not to be less than 18 years.

- (b) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIM Kashipur, Govt. of India/any State of any Union Territory. The staff employed by the agency will not join any union of the IIM Kashipur nor shall they make any claim on service or other matter. They

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shall also not form any union associated with the IIM Kashipur and shall have absolutely no claim to subscribe or for election in any of the unions of the IIM Kashipur.

(c) The IIM Kashipur will not provide any residential space for accommodation to the deployed staff.

(d) In the event of any loss being caused to the IIM Kashipur on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by the IIM Kashipur, either by the replacement or on payment of adequate compensation on actual basis.

(e) **The agency shall not appoint any sub-agency (or sub- let the contract) to carry out any work / obligations under the contract.**

(f) The tender shall remain valid for a period of three months from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled, and the Earnest Money shall be forfeited.

(g) For non-adherence of terms & condition specified in tender document a **penalty of up to Rs.5000/- per occasion** will be levied after the approval of Director, IIM Kashipur. The decision of the Director IIM Kashipur in all cases shall be final in binding.

(h) Anyone or more the following action/commission/omission are likely to cause summary rejection of tender:

(i) Any bid received late without conclusive proof that it was delivered before the specified closing time.

(ii) Any bid not accompanied by required earnest money deposit (EMD) and Tender Fee.

(iii) Any bid received unsealed or improperly sealed or any conditional bid or bid offering rebate.

(iv) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents.

(v) Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.

(i) IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIM Kashipur to select the bidder based on preferential potential and eligibilities.

(j) The successful contractor should execute an agreement in the non-judicial stamp Rs. 100/- incorporating the various terms and conditions. In the event of bidder backing out before actual award of execution of agreement, IIM Kashipur will have right to forfeit the earnest money deposit.

(k) The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.

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(l) **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

(m) **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

(n) **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

(i) The Seller is declared bankrupt or becomes insolvent.

(ii) The Buyer has noticed that the Seller has sublet the contract.

(iii) The buyers reserve the right to terminate the contract after giving three months notice to the seller if the work carried out is not satisfactory.

(o) **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

(p) **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.

(q) **Intellectual Property Rights (IPR):-**

- The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by IIM KASHIPUR as vested whether trademarked, copyrighted or not.
- The Bidder acknowledges that all IPR relating to the entire content of the existing

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IIM KASHIPUR website, and all the output relating to the service belongs to and vests exclusively with IIM KASHIPUR and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to IIM KASHIPUR.

- (r) **Work made for hire:** The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by IIM KASHIPUR for use in connection with the service. The work contributed by the Bidder hereunder shall be considered a "work made for hire" as defined by the copyright laws. IIM KASHIPUR shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Bidder's services hereunder in whatever stage of completion. If for any reason the results and proceeds of the Bidder's services hereunder are determined at any time not to be a "work made for hire", the Bidder hereby agrees to irrevocably transfer and assign to IIM KASHIPUR all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.
  - (s) **Data Security:** The Bidder shall use inputs provided by IIM KASHIPUR solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by IIM KASHIPUR in writing.
  - (t) **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
  - (u) **Indemnity:** Either Party (Indemnifying Party) shall indemnify, defend and hold harmless the other Party (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees but only in proportion to and to the extent such claims, liabilities, and attorney's fees arise from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Contract.
16. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Agreement including the interpretation of its clauses or any other matter arising out of the Agreement between the Parties, the same shall be resolved by mutual discussion and if

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any dispute or difference arising out of this Agreement or interpretation of the Agreement or any other matter related to the Agreement remains unresolved, it shall be then referred to the Sole Arbitrator to be appointed by the Director, IIM Kashipur alone and the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof).

The place of conducting Arbitration / seat of Arbitration shall be Kashipur and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision / interim orders passed by the Sole Arbitrator, so appointment by the Director, IIM Kashipur, shall be final and binding on both the Parties.

## 17. **Evaluation Criteria** –

- (a) The technically qualified firm/agency shall be intimated for giving the presentation of their work at the institute or on-line presentation to the Technical Evaluation Committee constituted by the competent authority. The Presentation should include- Plan for visibility and branding of IIM Kashipur - Profile of agency, quality of proposal which shall include Research coverage of Internationally and nationally renowned universities, IIMs, IITs, NITs, IISc, ISB, Ashoka other premiere B- Schools, NID, NIFT, SPA, Large Public sector Company, CFTI's and their branding strategies, innovativeness, quality of deliverables, timelines, case studies, approach and methodology, added elements, etc.
- (b) The detailed discussions with the technically qualified bidders shall be done and certain inputs may be incorporated in the stage -II bidding process. The financial bids shall be sort from the bidders who are technically qualified.

Date:

Bidder/ Agency's Authorized Signatory

Signature of the Bidder/Contractor with date



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

## Annexure – I

### Technical Bid

Sl. No.	Technical Criteria	Documentary Evidences certified to be attached with the Technical Bid
1	The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the Annexure-II.	Self Declaration
2	The Agency should be neither blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per Annexure-III.	Self Declaration
3	The agency must have registered /branch/ Local office at PAN India at minimum two locations:- Delhi- NCR, Mumbai, Kolkata, Pune, Lucknow, Hyderabad, Bangalore, Chandigarh, Chennai .Proof should be submitted.	Address Proof / Firm Registration Certificate
4	The Agency should have excelled in providing communication services in various areas including Corporate Reputation Management, Financial Communications, Issues and Crisis Communications, Media Relations and allied activities like Media Monitoring, Perception Research, etc.	Self Certificate should be submitted
5	Agency Should attach list of work orders/documentary evidence where the similar type of work has been executed during previous Seven years from the date of publication of tender as detailed below: Three similar work of Rs. 16,00,000/- OR Two similar work of Rs. 24,00,000/- OR One similar work of Rs. 32,00,000/-	Copy of work Orders/ agreements/award letter issued from the client
6	The average annual turnover should be at least of 40 lakh (Rupees Fifty lakh) during last three financial year April 2017 - March 2020. Relevant certificate from CA's will be required.	Audited Balance sheet of last three financial years with CA certified.
7	The Net Worth of the agency should be positive during each of the previous three financial years (April 2017 -March 2020).	Profit & Loss Statement report of last three financial years with CA Certified.
8	The agency should have worked with Large Public Sector Company or CFTI's during last seven years with satisfactory performance.	Copy of Work Completion report.

Date:

Bidder/ Agency's Authorized Signatory

Signature of the Bidder/Contractor with date



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

## Annexure-II

### UNDERTAKING

To,

Indian Institute of Management Kashipur

Name of the Bidder \_\_\_\_\_

Due date: \_\_\_\_\_

Sir,

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions of the NIT.

(Signature of the Bidder)  
Name and Address of the Bidder

Signature of the Bidder/Contractor with date



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

## ANNEXURE-III

### CERTIFICATE

To,

Indian Institute of Management Kashipur

Name of the Bidder \_\_\_\_\_

Due date: \_\_\_\_\_

Sir,

1. This is to certify that my/our firm/ agency is neither blacklisted by any government department nor there is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

(Signature of the Bidder)  
Name and Address of the Bidder

Signature of the Bidder/Contractor with date