



TENDER FOR APPOINTING A SPECIALIST PR AGENCY

IIMB/T&C/13/Communications unit/24-25

31.05.2024

The Tender document contains Pages from 01 to 21

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Indian Institute of Management, Bangalore (IIMB) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements, and information contained in this Tender document, may not be complete, accurate, adequate, or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by IIMB shall be final and binding on the Bidders / Tenderer.

Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Indian Institute of Management Bangalore

INDEX

Sl. No	Particulars	Page No.
1	Scope of the Tender	4
2	Scope of Service	4
3	Eligibility Criteria	5
4	Pre bid meeting	6
5	Earnest Money Deposit	6
6	Tender Schedule	7
7	Bid Validity Period	7
8	Instructions for Online Bid Submission	7
9	Opening of Bids	10
10	Evaluation of Bids	10
11	Amendment/Cancellation of Tender	13
12	Award of Contract and Commencement of Operations	13
13	General Conditions of Contract	13
Annexure – I: Bidder Information Form		17
Annexure – II: Undertaking for Acceptance of Tender Terms and conditions		18
Annexure – III: Self-Declaration Format Regarding Blacklisting/Debarring		19
Annexure – IV: Format of Bank Guarantee towards EMD		20
Annexure – V: Vendor Bank Details Form		21

1. Scope of the Tender

Indian Institute of Management Bangalore (IIMB) (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites E- bids on open tender two bids system for **APPOINTING A SPECIALIST PR AGENCY**. The tender document can be downloaded from the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and on Institute website at URL Link: https://www.iimb.ac.in/tender_notices. The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app> . Bids will not be accepted in any other form.

2. Scope of Service

Indian Institute of Management Bangalore (IIMB) wishes to appoint a specialist PR Agency to help it to achieve and maintain heightened awareness among its key audiences. IIMB’s prime audiences (all of equal importance) are:

Potential students and faculty, industry bodies, recruiters, donors, alumni, media, academia, government and other third parties; local authorities, partner institutes (local, national and global), the wider business community.

General Guidelines:

- Leverage opportunities and position news and features to showcase IIMB – the business school, its leadership, faculty, students, alumni, partners, donors, Board of Governors, staff etc.
- Development and maintenance of a database of media and influencer contacts for receipt of Communications and sharing of this database with IIMB’s Communications Office on a quarterly basis
- Management of media and logistics required for media presence at IIMB-hosted events.
- Review of the format of IIMB’s existing communications, both internal and external, with recommendations for enhancement, as appropriate
- Monthly strategic meeting with key decision makers at IIMB
- Compilation, writing, translation, and dissemination of regular (8-10 releases a month) media releases to national and industry/ education magazines, daily / business newspapers, on-line media, websites, key individuals in business / political arenas (stakeholders as above), digital platforms and TV
- Generation of new opportunities for trade and national media exposure e.g. interviews with key IIMB personnel
- Make current research, in the form of articles, videos, podcasts, interviews, available to media and influencers so that they refer to the research , while making their statements at various forums
- Placement of faculty-authored articles and thought leadership articles in print and on-line media. IIMB already provides articles and feature material, by invitation, to a range of publications. The agency-would be asked to assist in creating a more proactive approach from IIMB and find newer and influential outlets
- Development of press packs for use by IIMB at education exhibitions and at its own events such as Convocation, Foundation Day, Conferences, Seminars and Panel discussions and media management at such events
- Development of an IIMB portfolio incorporating all press cuttings
- Systematic monitoring of the media to evaluate (qualitatively and quantitatively) the exposure generated through the PR campaign
- Reputation Management and Crisis Communication
- Tracking of IIMB on social platforms and creation of campaigns for IIMB to maximize reach TGs on these platforms – in terms of Content Marketing opportunities

- Competition tracking and reporting every week on media outreach of IIMB vis-à-vis outreach by ISB, IIMA, IIMC, IIML, IIMK, SPJIMR

3. Eligibility Criteria

All the Bidders must fulfil the following eligibility criteria and submit the scanned documents and the declarations (duly self-attested) in support of their claim along with the Technical Bid (Online). The Technical Bids not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents as sought below shall be treated as incomplete and will be rejected.

Sl. No	Eligibility Criteria	Supporting Documents
a.	Nature of Organization(<i>Incorporated/established as per the laws of India</i>)	A copy of Certificate of Incorporation, Memorandum / Article of Association partnership agreement/ LLP agreement or License under shops and establishment Act or relevant documents.
b.	Average annual turnover of 30 lakh (Rupees Thirty Lakhs only) in the three financial years 2020-21, 2021-22 and 2022-23.	Submit a duly signed certificate (with membership number) from Chartered Accountant (CA) clearly showing financial year-wise turnover. Copies of financial statements for the period such as Profit and Loss Statements & Balance Sheet should also be submitted.
c.	Minimum 5 years of experience of handling the PR Account of a top Educational Institution or at least a Client which has similar requirements as an Educational Institution.	Copies of the Work/Service Orders, Empanelment and Contracts/MOUs entered during the last five years ending 31.03.2024 should be submitted.
d.	Must own or have an affiliate office in at least two locations – Dubai, Singapore, New York, London and Hong Kong.	Address and contact details to be provided on the company's letterhead.
e.	Must have a successful & measurable track record of having built brands & positioned them in a desired manner through effective use of Public Relations.	Links to minimum of 3 sites that bidder have worked in the last three years ending 31.03.2024 for specified services on bidder's letter head should be submitted.
f.	Must have a Client Portfolio by providing similar services as per scope of work to educational institutions or corporate entities in the last 5 years.	Mention links with websites, blogs and social media content for clients on bidder's company letter head.
g.	Must provide at least three references of well-known companies in the claimed area of expertise in the last three years ending 31.03.2024.	Names, contact numbers and testimonials and contract completion certificates from three clients.
h.	List of Offices/Branches in India and abroad with complete address.	List to be provided on the company's letterhead.
i.	Company Staff details as on 31.03.2024	Number of staff to be indicated on company's letter head. CVs of the key personnel related to scope of service to be submitted.
j.	PAN, GST Registration No	Copies of PAN & GST Registration Certificate

k.	The bidders should not have been blacklisted/debarred from any Government organization during the period of last three years. There should not be any criminal case registered against the bidding firm or its owners/partnersanywhere in India.	A Self-declaration to this effect on the Company letter head duly signed to be enclosed, as per Annexure III
l.	Bidders' Proposal	The proposal on agency letter should include details of existing clients and make clear whether there is any potential clash of interests. It should also provide some examples of work done for other clients. Experience and knowledge of the Higher Education/Management Education sector should be described.

Note: Joint ventures/Consortiums are not allowed to participate in this tender process.

4. Pre-bid meeting

Pre-bid meeting will be held on 12.06.2024 at 1100 Hrs on online through Zoom platform to address the queries of the bidders regarding the Tender. Interested bidders may send their queries on or before 11.06.2024 by 1700 Hrs. to the email id tenders@iimb.ac.in The prospective bidders interested in participating in the Prebid meeting must send the email IDs to which the meeting link has to be shared to the mail id tenders@iimb.ac.in . The replies to the queries will be uploaded on the CPP Portal / IIMB Website.

5. Earnest Money Deposit (EMD):

Interested Bidders are requested to pay the EMD for an amount of Rs. 75,000/- (Rupees Seventy Five Thousand Only) should be submitted through NEFT or RTGS in favour of Indian Institute of Management Bangalore or through Bank Guarantee(as per **Annexure-IV**). If the bidder submits the EMD through Bank Guarantee, such bank guarantee shall be valid for the period of 120 days from the date of opening of the Technical Bid. The scanned copy of the BG should be uploaded with the technical Bid. The original Bank Guarantee must be delivered to address mentioned below on or before bid submission date and time failing which the bid shall be rejected.

Senior Manager,
Tendering & Contracts
Indian Institute of Management
Bannerghatta Road, Bangalore-560076

Bank details for NEFT/RTGS transfer to IIMB

Bank Name : HDFC Bank Ltd
Bank Street Address : J.P. NAGAR BRANCH, BANGALORE
Branch Code : 0133
IFSC CODE : HDFC0000133
Customer HDFC Bank a/c name : Indian Institute of Management
Customer HDFC Bank a/c number : 01331450000019

Copy of Bank guarantee or UTR details for NEFT/RTGS transfer should be enclosed with the technical bid.

i) Micro and Small Enterprises (MSEs) only as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD. However, they have to enclose valid UDYAM Registration Certificate for relevant category along with the Technical Bid.

ii) The bidders who seek exemption from EMD as per clause no. 5(i) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

iii) EMD of unsuccessful bidders will be returned within 30 days of finalization of the tender. EMD of the successful bidder will be returned only after receipt of performance security.

iv) The amount of EMD (if any) is liable to be forfeited if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance security.

v) No interest will be paid on the EMD.

6. Tender schedule:

Publish Date	31.05.2024 at 1630 hrs.	Bid Opening Date	25.06.2024 at 1600 hrs
Document Download / Sale Start Date	31.05.2024 at 1700 hrs.	Document Download/Sale End Date	24.06.2024 at 1500 hrs.
Pre-Bid Meeting	12.06.2024 at 1100 hrs.		
Bid Submission Start Date	31.05.2024 at 1700 hrs.	Bid Submission End Date	24.06.2024 at 1500 hrs.

Note:

- i. If the bid opening date is declared an Institute holiday, the bids will be opened on the next working day.
- ii. IIMB may at its discretion extend/ change the schedule of any activity and intimate the prospective bidders by notifications through CPP Portal/IIMB Website
- iii. IIMB reserves the rights to accept or reject any bids or accept all bids either in part or in full or to split the order, or to annul the bidding process without assigning any reasons thereof.

7. Bid validity Period

The bid must be valid for 120 days from the date of opening of Technical Bids. A bid valid for a shorter period shall be rejected, being non-responsive. In exceptional circumstances, IIMB may request the bidders for the extension of the validity period.

8. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting

their bids online on the CPP Portal. More information was useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

8.1. Registration

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- d. Only one valid DSC should be registered by a bidder. Please note that the bidders a responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- e. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

8.2. Searching for Tender Documents

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

8.3. Preparation of Bids:

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are

required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

8.4. SUBMISSION OF BIDS

- a. **Language of bid:** Bids and all related documents as well as all subsequent correspondence between the Bidder and IIMB shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidders are requested to note that they should necessarily submit their financial bids in the BoQ format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- e. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

h. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid.

i. The bid should be submitted in two Bids

A. Technical Bid:

(a) **EMD:** Copy of the UTR details for online transfer to IIMB Or Copy of the Bank Guarantee OR Udyam Registration Certificate for EMD exemption.

(b) Copies of the documents supporting Eligibility Criteria Clause 3 [a] to [l]

(c) Annexure I, II & V

B. Financial Bid: Bidders are requested to note that they should submit their financial bid in the BoQ format provided and no other format is acceptable.

A Screenshot of the BoQ is as below

Validate Print Help [Item Rate BoQ](#)

Tender Inviting Authority: CAO

Name of Work: Tender for Appointing a Specialist PR Agency

Contract No: IIMB/TC/13/Communications Unit/24-25

Name of the Bidder/ Bidding Firm /

PRICE SCHEDULE
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NOTE
 1. The Tender contract is for two years. No additional fees are allowed
 2. If there is any other/miscellaneous expenses to be borne by IIMB, please specify it clearly and needs to take prior approval from Head - Communications. IIMB reserves the right either to avail or not avail such services.
 3. Sl.No.1 only will be considered for financial bid evaluation. Sl. No. 2 will not be considered for financial bid evaluation.

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST %	GST Amount	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	53	55
1.01	Public Relation Retainer Fee	1000	Monthly			0.00	0.00	INR Zero Only
1.02	Any other expenses to be borne by IIMB (Please refer the Note above)	1000	Lumpsum			0.00	0.00	INR Zero Only

This is for reference only and not to be filled and submitted along with the Technical Bid.

8.5. ASSISTANCE TO BIDDERS:

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the email id tenders@iimb.ac.in on or before 11.06.2024 1700 hrs.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk numbers.

9. Opening of Bids

Technical Bids will be opened on 25.06.2024 at 1600 Hrs.

Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be intimated through CPP Portal.

10. Evaluation of bids

TECHNICAL BID EVALUATION:

a) Eligibility Criteria evaluation

The technical bids consisting of all documents indicated in clause 8.4 i A, meeting all the eligibility criteria and EMD clause and submitted the documents for the same will be considered for further

evaluation. Bids not meeting the eligibility criteria and EMD clause will be rejected and not considered for further evaluation- Technical Evaluation.

b) Technical Evaluation

The Evaluation Committee appointed by the IIMB will carry out the evaluation of Bids on the basis of the following evaluation criteria and Marks system. If required, the IIMB may seek specific clarifications from the bidders at this stage. Each evaluated Bidder will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

	Experience in similar class of works with breakup of marks	Maximum Marks
1	Work Experience of the bidder a. Work Experience, especially 360 degree media work, including social media, I. One Academic Institute – 10 marks II. Two or more Academic Institute – 20 marks b. Work Experience in minimum two Pvt Firms of Scale (10 marks)	30
2	Must own or have an affiliate office in at least two locations – Dubai, Singapore, New York, London, and Hong Kong More than two Locations – 15 marks Two Locations – 8 marks	15
3	Company Experience in terms of number of years a. Company work experience – above 5years (3 marks) b. Company work experience – of 5 years (2 marks)	3
4	Client Portfolio / No of Staff	7
TOTAL		50

Only those bidders who score minimum of 35 marks will be considered for presentation round.

c) Presentation:

The firms who meet the eligibility criteria evaluation and scored minimum 35 marks as above will be called to make a presentation at IIMB. The presentation may be offline or online. The presentation should not be more than 15 slides and will be for 20 minutes to be followed by queries from IIMB team. The presentation should cover:

Sl. No	Particulars	Marks
1	Team’s Demonstrated Quality at the Presentation	12
2	Organization Strength, preference for global presence	13
3	Quality of new ideas and opportunities for IIMB with a concrete plan of action for a minimum of 4 ideas	12
4	Research done on IIMB’s outreach and concrete assessment with live examples	13
	Total	50

Only those bidders who score minimum 35 marks in the presentation will qualify for opening of Financial bids.

FINANCIAL BID EVALUATION

The Financial bids will be evaluated on QCBS or combined evaluation system.

QCBS EVALUATION

The final marks will be computed based on the Technical Evaluation + Presentation which will carry 70% weightage and the Financial bid (Financial Bid) which will carry 30% weightage, to identify H1 bidder (Refer the illustration below).

The IIMB will award the Contract to the successful Bidder who is H1 after the combined evaluation, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. However, IIMB reserves the right to carry out negotiations before awarding the contract.

An illustration of QCBS evaluation for 3 Bidders:

Sl. No.	Description	Total Marks scored in technical evaluation and presentation(out of 100)	Public Relation Retainer Fee (Monthly) (Rs. in Lakhs) as quoted in the Financial Bid
1	Bidder A	85	2.30
2	Bidder B	80	1.30
3	Bidder C	75	1.80

The maximum Marks of 85 will be given 100 percentage and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 70% will be applied on marks so obtained.

Similarly, the lowest quote for Public Relation Retainer Fee (Monthly) charge i.e., Rs.1.30 lakhs will be given 100 percentage and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 30% will be applied on marks so obtained. The marks so obtained by all the Bidders will be added and the Bidders will be ranked H1, H2 & H3.

Marks obtained by Bidder A – $(85 / 85) \times 70 + (1.3/2.3) \times 30 = 86.9$ marks

Marks obtained by Bidder B – $(80 / 85) \times 70 + (1.3/1.3) \times 30 = 95.8$ marks

Marks obtained by Bidder C – $(75 / 85) \times 70 + (1.3/1.8) \times 30 = 83.3$ marks

The three bids in the QCBS evaluation are ranked as under:

Bidder A: 86.9 Points: H2

Bidder B: 95.8 Points: H1

Bidder C: 83.3 Points: H3

The Bidder B at the evaluated cost of Rs.1.3 Lakhs declared as the successful bidder and recommended for placement of contract after negotiations if required.

11. Amendment/ cancellation of tender document:

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of IIMB, if required.

IIMB has the right to cancel this tender at any point of time without assigning any reasons. [Any EMD collected shall be duly returned to the bidders.]

12. Award of Contract and Commencement of Operations

The IIMB will award the Contract to the successful Bidder, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Please refer Clause 10 above.

Before issuing a Letter of Award (LoA) to the successful Bidder, IIMB may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid.

a. Letter of Award (LoA)

The Bidder, whose bid has been accepted and documents verified (at the discretion of IIMB), shall be issued a Letter of Award by IIMB.

b. Performance Security

Within 14 days of receipt of the Letter of Award, Performance security shall be submitted by the contractor to IIMB. Please refer Clause 13 (iii) for information on Performance security.

c. Signing of Contract

Within seven working days of receiving performance security, the successful bidder should execute a contract with IIMB.

d. Commencement of operations

The successful bidder shall commence the service tentatively from 01.10.2024.

13. General Conditions of Contract

- i) Term:** The contract is for a period of two years and the contract price remains the same throughout the 2 year period. However, IIMB will review the performance at the end of each year and reserves the right to terminate the contract with a month's notice if the review is unsatisfactory.
- ii) Payment Terms:** In consideration of this service provided under this contract, IIMB agrees to pay the successful bidder at each instance, as per the stipulation contained in the work order issued by IIMB. The Bidder shall be responsible for payment of all applicable Taxes on the contract.

The successful bidder shall bill IIMB at the end of every month for the successfully completed service. The Bills submitted by the Bidder will be subject to validation as per the accounting and audit policies of IIMB.

IIMB shall pay such bills within thirty (30) days from the date of receipt of the undisputed invoice. On receipt of the Final payments, the Bidder shall furnish a “**No Claim Certificate**” to IIMB.

iii) Performance Security(PS): A Performance security at **3% on the contract value for one year** in the form of Bank Guarantee drawn from any nationalised bank or in the form of online bank transfer to IIMB shall be provided by the Bidder within 14 days from the date of issue of letter of award. The PS shall be valid during the term of the Contract and additional two months.

- The PS shall be released after the completion of the work pursuant to this Contract based on the “Completion Certificate” issued by IIMB 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 PS will be forfeited and the Bank Guarantee shall be encashed and the balance work shall be completed independently by IIMB 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.
- In case the contract being determined as terminated or rescinded under provision of the contract, the PS 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 IIMB. Failing which, they will be liable to pay the compensation for the loss sustained, if any, by IIMB due to such dissolution, the amount of such compensation shall be fixed by IIMB and its decision in the said matter shall be final and binding on the Bidder.

iv) Default: In the event the Bidder contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, IIMB may give notice in writing thereof requiring the Bidder to remedy the breach within seven days, or within such period as IIMB may agree to be reasonable and in the event of the Bidder failing to do so, IIMB will be at liberty to procure the services from third party vendors or have the work which the Bidder has neglected to do, carried out by a third party at the Bidder’s cost and risk. In such an event IIMB shall have the right to terminate the Contract.

v) Intellectual Property Rights (IPR)

- a. 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 IIMB as vested whether trademarked, copyrighted or not.
- b. The Bidder acknowledges that all IPR relating to the entire content of the existing IIMB website, and all the output relating to the service belongs to and vests exclusively with IIMB 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 IIMB.
- c. **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 IIMB 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. IIMB 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 IIMB all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

- vi) Data Security:** The Bidder shall use inputs provided by IIMB 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 IIMB in writing.
- vii) Access transfer:** The Bidder shall share complete knowledge transfer of user ids, passwords, and other access details etc to IIMB at any time.
- viii) 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.
- ix) 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.
- x) Arbitration:** Any dispute arising under the terms of this Contract which cannot be resolved by the Parties shall be referred to arbitration as mutually agreed by the parties, in writing. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof. The arbitration shall take place in Bangalore, India. Proceedings shall be conducted, and documentation presented in English. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.
- xi) Jurisdiction:** This Contract shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore, India.
- xii) Termination:**
 - a. Termination for convenience:** Either Party can terminate this Contract for convenience, by giving at least 60 (sixty) days prior written termination notice to the other Party.
 - b. Termination for cause:** In case of any material breach of the terms of this Contract, the aggrieved Party may terminate this Contract by a prior written termination notice of 7 (seven) days. If the defaulting Party does not cure the breach within aforementioned period of 7 (seven) days of receiving a written notice specifying the breach from the

aggrieved Party, then the Contract shall stand terminated at the close of the 14th day from the date of receipt of notice from the aggrieved Party.

- c. **Effect of termination:** In the event of termination of this Contract, the parties agree to promptly deliver all the deliverables applicable to the fullest extent conceived, created or developed prior to the date of termination. The Terms contained herein by their sense and context are intended to survive, the performance thereof by the Parties shall so survive the completion of performance or termination of this Contract.
- d. In case of Termination for cause, IIMB shall be at liberty to get the services under this Contract executed by a third party at the Bidder's risk and cost.

xiii) Assignment: The Bidder shall not transfer, assign or sublet the Contract or any part thereof without the prior written consent of IIMB. Any permitted transfer/assignment or subletting shall not relieve the Bidder of any of his obligations which might have arisen before such permission was given.

xiv) Notice: All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputed courier service return receipt requested, to the address stated in the first page of the SLA. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

xv) Force Majeure: No Party shall be in default under this Contract by reason of its failure or delay in the performance of its obligation, if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs, war, natural calamities or any other cause beyond its control and without its fault or negligence. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Contract by written notice to the other party without incurring any liability for breach of contract.

Annexure-I

Bidder Information Form
(On Company Letterhead)

Bidder's Name:

[Address and Contact Details]

Tender Document No. Tender No./ xxxx;

Date:

Tender Title:

Note: Bidder's wrong or misleading information may result in bid being rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

1) Bidder/ Contractor particulars:

(a) Name of the Company:

(b) Legal Entity of Bidder (Proprietorship /Partnerships /Private Company /Government Institutions:

(c) Place of Registration/ Principal place of business/ manufacture:

(d) Complete Postal Address:

(e) Pin code/ ZIP code:

(f) Telephone nos. (with area codes):

(g) Mobile Nos.:

(h) Contact persons/ Designation:

(i) Email IDs:

2) Taxation Registrations:

(j) PAN number:

(k) GSTIN number:

3) Bidder's Authorized Representative Information

(l) Name:

(m) Address:

(n) Telephone/ Mobile numbers:

(o) Email Address:

(Signature)

(Name, designation, and seal of company)

ANNEXURE – II

Undertaking

To

Chief Administrative Officer

Indian Institute of Management Bangalore

Bannerghatta Road

Bangalore-560076

Ref : - Tender No:

(Tender for providing for **appointing a specialist PR Agency**)

Sir,

- I. I /We hereby submit our bid foralong with other required documents.
- II. This is to certify that I/We before submitting 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.
- III. Our bid is valid for 120 days from the date of opening of Technical Bid.

Yours faithfully,

(Signature)

(Name, designation, and seal of company)

Date:

ANNEXURE – III

Self-Declaration

To

Chief Administrative Officer

Indian Institute of Management Bangalore

Bannerghatta Road

Bangalore-560076

Sir,

In response to the RFP dated _____, I, Mr./Ms _____, as a _____, hereby declare that I/our firm/our company _____ am/is (a) not insolvent; (b) there is no vigilance and / or court case pending against me/our firm /our company ; (c) no inquiry or investigation is pending against me our firm/ our company from any statutory regulatory and / or investigation agency (d) I/our firm/our company have/has not been blacklisted by any Government body/ PSB/PSU neither indefinitely or in the last three years and (e) I/our firm/our company have/has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.

(Signature)

(Name, designation, and seal of company)

Date:

ANNEXURE – IV

Format of Bank Guarantee towards EMD

Whereas _____ (hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”)

In the sum of _____

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 120 days after the opening of technical bids i.e., up to and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Issuing Branch of the Bank

ANNEXURE V

VENDOR BANK DETAIL FORM

(Please submit this in your letter head with technical bid)

The Indian Institute of management Bangalore
Bannerghatta Road
Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

Sl. No.	Particulars	Details
1	Name of the Agency /Company	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers and Email ID	
5	Savings /current Account No.	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorized Signatory:
Banker

Name:

Designation:

Date:

Signature Attested by

Name:

Designation:

Date: