REQUEST FOR QUOTATION
FOR
DIGITAL MARKETING SERVICES FOR THE PROMOTION OF EXECUTIVE EDUCATION PROGRAMMES.

The RFQ Document contains Pages from 01 to 42

Issued to:

GENERAL INSTRUCTIONS TO BIDDERS

Online bids are invited under Two-part bid system for Empanelling Service Providers to market its Executive Education Programmes (EEP) at Indian Institute of Management Bangalore (hereinafter to be referred as "IIMB"). Manual bids will not be accepted.

1. Name of service

Empanelment of the service providers to market its Executive Education Programmes. The empanelled agencies shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels, as will be approved by IIMB.

The number of programmes likely to be assigned for marketing to each empanelled agency can range from 10 to 30 programmes per year.

Conceptualize, design, develop and execute Digital marketing campaigns for the promotion of the Executive Education Programmes.
IIMB may also at its sole discretion request the selected bidder to promote its Degree Programmes and other programmes offered by the other centres of the Institute.
Bid Downloading Schedule: Tender documents can be downloaded from IIMB web site www.iimb.ac.in and CPPP and MHRD ewizard site https://mhrd.euniwizarde.com as per the schedule of events given below:

SCHEDULE OF EVENTS FOR SUBMISSION OF THE BID

Sl. No.	Particulars	Date & Time
1	Uploading RFQ in Website	18 June 2021
2	Advertisement for Notice Inviting Responses of Bidders CPPP and MHRD eWizard	18 June 2021
3	Pre-bid meeting Date: 2 July 2021 Time : 1100 hrs	2 July 2021
	Date of issue of Technical Bid on-line	18 June 2021
4	Last Date of Submission of Technical Bid Date: Time: For more details: Executive Education Programme Office, C Block, Ground Floor, Main Building, Campus, Bannerghatta Road, Bangalore Contact Person: Mr. Ramesh Babu Contact Number: 080 – 2699 3091 Email: rameshb@iimb.ac.in	22 July 2021 1630 hrs
5	Date of Opening of Technical Bid Date: Time:	23 July 2021 1100 hrs

6	Date of Technical Evaluation & Publication of Shortlisted Bidders for Financial Bid	13 August 2021
7	Opening of financial bids	27 August 2021
8	Date of Issue of Orders for the Successful Bidder	01 September 2021

2. Bid Submission

Bids shall be submitted online only at Website: https://mhrd.euniwizarde.com . Tenderer/Bidder are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in **Annexure A** for online submission of bids.

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

Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the website www.iimb.ac.in Central Public Procurement Portal (CPPP) and MHRD eWizard website https://mhrd.euniwizarde.com shall not alter/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be altered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with.

Intending tenderers are advised to visit IIMB's website www.iimb.ac.in CPPP and MHRD ewizard website https://mhrd.euniwizarde.com regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

The bidder must prepare and upload Annexure-B in his company letter head as tender acceptance & price bid undertaking.

3. Tender Fee

Tender Fee Rs. 500/- + 18% GST 90 = Rs. 590/- (Five Hundred Ninety Only) payable online the payment screen shot should be enclosed with the bid document. Tender fee is not refundable. However, MSME/NSIC registered units are exempted from the payment towards cost of tender fees on e-submitting relevant documents. Due certificate is to be attached.

5. Submission of Tender

The tender process comprises of two-part bidding. The bidder is required to submit a Technical bid and a financial bid. Only those bidders who have been pre-qualified through the technical bid evaluation will be invited to submit the financial bid. Please refer to the section on "Evaluation Criteria for Prequalification" for more details. The final award of contract is based on the quality of the technical bid and the competitiveness of the financial bid. The process of evaluation of the Financial bid is set out in section on "Evaluation Criteria for Award of Contract"
The tender shall be submitted online as follows:
PART-1: Pre-qualification documents as per Chapter-2 and Technical bid documents as per Chapter- 3

PART-2: Price bid as per Price Bid format
The offers submitted by Fax/email shall not be considered. No other correspondence will be entertained in this matter.

5.1. IIMB reserves the right to accept or reject any or all responses without assigning any reason thereof.

5.2. No cost of whatsoever will be paid towards preparation of bid documents/ proposals, site visits etc., during bidding process.

5.3. Incomplete details are liable to be rejected.

5.4. The language for submission of application should be English.

5.5. In the event of any form wishing to withdraw from bidding, the firm must return the document with an explanatory letter to IIMB.

5.6. The enclosed schedules should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be stated as 'Not Applicable'.

5.7. If the application is made by a Firm in Partnership, it shall be signed by all the Partners of the Firm, above their full names and current addresses, or by a Partner holding the Power of Attorney for the Firm by signing the Application in which case a certified copy of the Power of Attorney shall accompany the Application. A certified copy of the Partnership Deed, current address of the Firm and the full names and current addresses of all the Partners of the Firm shall also accompany the Application.

5.8. If the Application is made by a limited liability partnership or an incorporated company, it shall be signed by duly authorized person holding the Power of Attorney which Power of Attorney shall accompany the Application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the consultancy is awarded.

5.9. The bidder covenants, represent and warrants that, during the bidding, selection and until the execution of the definitive agreements for the commencement of the intended services, all information and details provided shall be genuine, true, accurate, not infringing any third party's rights. In the event of any change in the information provided, the bidder shall immediately notify IIMB in writing. In the event of IIMB incurring any losses, damages, claims, costs and expenses (Claims) for the bidder's breach of this clause, the bidder agrees to pay and hold IIMB harmless for such Claims incurred.

Chapter 1
Introduction

About IIMB

The Indian Institute of Management Bangalore (IIMB) is a leading graduate school of management in Asia. Under the IIM Act of 2017, IIMB is an Institute of National Importance.
Established in 1973, IIMB today offers a range of post-graduate and doctoral level courses as well as executive education programmes.
With a faculty body from some of the best universities worldwide, IIMB has emerged as a leader in the area of management research, education and consulting. IIMB's distinctive feature is its strong focus on leadership and entrepreneurial skills that are necessary to succeed in today's dynamic business environment.
IIMB has around 100 full time faculty members, more than 1200 students across various long duration programmes and nearly 6000 annual Executive Education participants.
Postgraduate and Doctoral programmes offered by IIMB

a. Doctor of Philosophy (Ph.D.), ~ 5 years, Full-time
b. Master of Business Administration (MBA), 2 years, Full-time
c. Master of Business Administration (MBA), 1 year, Full-time
d. Master of Business Administration (MBA), 2 years, Weekend
e. Master of Business Administration (Business Analytics), (MBA(BA)), 2 years, Full-time
f. N. S. Ramaswamy Pre-doctoral Fellowship (Certificate programme)

All our degree Programmes are highly placed in Global Rankings.
IIMB has been offering Massive Open Online Courses (MOOCs) on edX platform since 2015 to create positive social impact using educational technology. In recognition of IIMB's contribution in the area of Digital learning, MOOCLab's Business School Rankings 2020 has placed it among the top three schools globally.
IIMB has obtained the European Quality Improvement System (EQUIS) accreditation awarded by the European Foundation for Management Development (EFMD). IIMB has been ranked No. 2 in the India Rankings 2020 in the Management Education category under the National Institutional Ranking Framework (NIRF) by the MHRD.

Executive Education Programmes

The Executive Education engages with the industry through its various Custom and Open enrolment programmes with a view to impart the knowledge and skills necessary to succeed in today's environment. IIMB's Executive Education ranks among the Top 50 Global schools as per Financial Times Executive Education Ranking 2020 and is the only business school from India to figure in this prestigious list of global providers of Executive Education.

Scope of Work:

The objective of this tender is to empanel competent agencies for providing services as explained in detailed scope of work mentioned below. The Scope of work and marketing services enumerated below are indicative and may not be exhaustive.

The term of engagement shall be initially for a period of one year effective from the date of signing of MoU / agreement / acceptance of work order, and subsequently can be renewed for another two years' subject to satisfactory performance. The contract may be further extended to another two more-years subject to satisfactory performance and same terms and conditions upon mutual consent. Hence, on satisfactory and successful execution of services, may totally be empanelled for a period of five years. (1 + 2 + 2)

The successful bidders shall be solely responsible to ensure compliance with all applicable laws in the performance of services.

Without prejudice to the foregoing, the successful bidders shall, cooperate with IIMB to acquaint themselves and comply with applicable laws and shall keep IIMB regularly updated with respect to any changes thereto. IIMB may also provide updates to the successful bidders and in such events, the successful bidders shall receive and comply with such updates, as relevant.

The empanelled parties are expected to undertake the following:

1.1. The Executive Education programmes at IIMB offers the following broad categories of Programmes:

A Short Duration Programmes;

B Long, Duration Programmes; and

C Customised Programmes.

The total number of programmes offered is about 150 – 200 per year. These programmes are offered all through the year and are highly valued by our participants and clients for the knowledge and skills that they provide. The Executive Education at IIMB ranks among the top 50 global schools that provide Executive Education as per Financial Times Ranking for Executive Education -2015. For more details, the potential bidder is invited to visit our website to understand our product portfolio.(www.iimb.ac.in/eep).

1.2. The target audience for these programmes are working professionals from the Industry and government officials.

1.3. IIMB may also at its discretion request the selected bidder to promote its Degree Programmes and the programmes offered by the other centres of the Institute.

<u>The summary of the services to be provided under this contract are as follows:</u>

1.1 The summary of the services to be provided under this contract are as follows:

1.1.1 The empaneled agencies shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels.

1.1.2 Conceptualize, design, develop and execute Digital marketing campaigns for the promotion of the Executive Education Programmes.

1.1.3 The empaneled agencies should be capable of running both performance as well as brand campaigns.

1.1.4 The empaneled agencies are also required to carry out regular SEO audit and esnure that the content is optimized for organic leads generation.

1.1.5 The objective of these campaigns are primarily lead generation for the Short-duration programmes, long duration programmes and custom programmes of Executive Education.

1.1.6 The campaign must target HR / L&D Managers and potential partcipants of the programme.

1.1.7 In evolving the campaign, the vendor / digital marketing partner must take into account the other promotional efforts of IIMB (primarily Direct Mailers) and should harmonize the Digital campaign to ensure synergy and impact.

1.1.8 The digital marketing campaign must flow from a promotional strategy for each programme and outline the high-level approach for the campaign. The strategy must cover the following:

a. The target audience for the programme (given)
b. Key benefits / takeaways from the programme (given)
c. How the proposed campaign proposes to reach out to the given target – describe in terms of the target fields available with each medium.
d. Why the suggested campaign is the best fit for reaching out to the target audience?
e. The campaign creatives must emphasize the key benefits from the programme.

1.1.9 The empaneled agencies must be adept in using the following digital marketing channels for marketing.

f. Google Ads
g. LinkedIn – banner advertisements and sponsored updates
h. Facebook
i. Instagram
j. Twitter
k. Google display network
l. Remarketing
m. Online news magazines and newspapers
n. Development of banner creatives
o. Development of creatives for the LinkenIn brand pages of Executive Education
p. Development of email creatives
q. Email campaign through third-party data bases.
r. Lead capture mechanism.
s. cookies and “look-alikes” to extend reach.

Note: The above is only a suggested list but the recommended approach must take into the efficacy of each channel for the promotion of specific programme.

1.1.10 The following metrics to be used performance monitoring of the campaign – the metrics will be used for mid-term review, course correction and for the final evaluation of the campaign.

Sl.NO;	Performance Metric
1.	Number of projected leads for the campaign from the paid Digital marketing Campaign - registered on the Lead Management Server or a similar mechanism. (Excludes the inbound leads from the IIMB site).
2.	Projected CTL (Click to Lead - Number of clicks to number of registrations on the Lead management Server)
3.	Number of projected applications from the Digital Campaign (Excludes the inbound applications from the IIMB site)
4.	Conversion rate – Number of applications to Leads.

1.1.11 Likely use cases

Sl. No:	Use case	Description	Outcomes Expected
1.	Promotion of the Short Duration Programmes	EEP markets 70 to 80 SDPs in one FY that are scheduled at various points of time. The target audience for the SDPs may be sectoral or cross-industry professionals. The duration ranges from 3 to 5 days. The programmes may be delivered at IIMB campus in in-person mode or in Live, Online Mode or in Blended Mode.	The objective of the camapign is to generate quality leads and applications. The target number of participants range from 15 to 30. Some programmes may have a cap of 20 partcipants.
2.	Promotion of Long Duration Certificate Programmes	Long Duration Certificate programmes are aimed at working professionals with 3+ years of post-qualification experince.	The Marketing must aim to achieve 3 to 4 times the target number of seats designated for the programmes to ensure better selecivity. The target number of participants range from 30 to 75.

Sl. No:	Use case	Description	Outcomes Expected
3.	Promotion of Customised Programmes	The customised programmes or the Oragnisation Based Programmes are bespoke programmes for the audience drawn from a single oragniations or a consortium of organisations.	The target audince for the Custmised Programmes are the HR, Learing & Development Managers from organisations.
4.	Promotion of Women Entreprenuers Programmes offered by NSRCEL in partnership with Goldman Sachs	This is an Open Enrolement programme offered in partnership with Goldman Sachs.	The target audience are Women Entreprenuers owning an enterprise with a turonover of more than Rs. 35 lakhs.
5.	Brand awareness and Promotion for EEP in Europe, USA, UAE or other Countries in Asia Pacific	As part of its Intenationalisation efforts, IIMB would like to offer its programmes to working professionals in UAE and Europe.	The campaign must aim to improve the brand recall and brand equity of IIMB's Executive Education Programmes. The campaign outcome to be measured through the quality of leads from the campaign.

Table # 1.1 – Indicative List of Short Duration Programmes to be offered during the FY2021-22

Note: This is a representative list and the actual programme offerings may vary. This list is being provided to make the bidder aware of the marketing challenge involved and evolve a solution and per participant cost accordingly. The bidder will be required to execute the campaign during the tenure of the contract within the cost of acquisition (SDP or LDCP) so derived. The decision on the classification of the programmes into SDP or LDCP is at the sole discretion of IIMB but will broadly be based on the duration of the programme.

The number of applications expected for each programme being marketed through the Digital Marketing campaign has been given in the Price Bid.

Title of the programmes (Short Duration)
Building Inclusive Organizations (Live Online Programme)
Artificial Intelligence for Senior Leaders (Live Online Programme)
Re-Imagining Digital Communications in a Post-COVID World (Live Online Programme)
Managing Sustaining Pharma and Medi Tech Business Growth (Live Online Programme)
Essentials of Marketing Strategy (Live Online Programme) Batch-1
Artificial Intelligence for Digital Transformation (Live Online Programme)
Decision Making for Managerial Effectiveness (Live Online Programme)
Digital Business Models and Strategy (Live Online Programme)
Digital & Social Media Marketing and Analytics (Live Online Programme)
Healthcare Senior Leadership Programme (Live Online Programme)
Finance for Decision Making (for non-finance managers) (Live Online Programme)

Title of the programmes (Short Duration)
Business Analytics – Science of Data Driven Decision Making (Live Online Programme)
Company Director's Programme: Board Best Practices (Live Online Programme)
From Data to Decisions (Live Online Programme)
Artificial Intelligence (AI) and Analytics Based Business Strategy; Creating Business Value (Live Online Programme)
Digital Marketing for Business Growth (Live Online Programme)
Predictive Analytics for Business Forecasting (Live Online Programme)
Project, Program & Portfolio Management (Live Online Programme)
Competitive Marketing Strategy (Live Online Programme)
Digital First Retail Business: Creation and Transformation Strategy (Live Online Programme)
Strategic Leadership Programme For IT Companies (Live Online Programme)
Managing Technological Innovation
Operations Excellence
Managing Media & Entertainment Companies: Sustaining Creative Value (Live Online Programme)

Title of the programmes (Short Duration)
Corporate Restructuring, Mergers & Acquisitions, Buyouts and Divestitures
Strategy and Leadership in VUCA World (Live Online Programme)
Organizational Excellence Through Leadership (Batch-1)
Design Thinking
Role of the Chairman and Independent Directors of the Board (Live Online Programme)
Machine Learning with Business Applications
Creating High Performance Organisations (Batch-1)
Essentials of Marketing Strategy (Live Online Programme) Batch-2
Project, Program & Portfolio Management
Brand Building - Physical and Digital Dimensions
Digital Marketing for Business Growth
Accelerating Your Leadership Journey: The Leader As Coach
Finance Master Class for Business Leadership
Supply Chain Management
Organizational Excellence Through Leadership (Batch-2)
Inspirational Leadership: Insights from the East and the West
Creating Successful New Products
Private Equity and Capital Market Financing
Creating High Performance Organisations (Batch-2)
Organizational Excellence Through Leadership (Batch-3)

The number of applications expected for each Long Duration Certificate programme being marketed through the Digital Marketing campaign has been given in the price bid.

Title of the programmes (Long Duration Certificate Programmes)
Advanced Management Programme (AMP) – Batch 16
General Management Programme for IT Executives (GMITE) – Batch 16
Big Data Analytics
Emerging Leaders Programme
General Management Programme for Aerospace and Aviation Executives (GMAE)
Modular Programme in Data Science
Leading Digital Transformation
General Management Programme for Healthcare Executives (GMHE)
International Management Programme
GMPx in Dubai Programme

Chapter 2
Pre-Qualification Bid

6. QUALIFYING REQUIREMENTS

1.1 The bidder should be a registered as a Company as per the Companies act. Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this and if it is a partnership firm, a certified copy of the Partnership Deed.

1.2 Bidder should have a minimum of 5 years of experience in providing similar type of service for a reputed organisation.

1.3 The bidder must have demonstrated experience in the area of Digital Marketing. For the purpose of this tender, Website development, SEO work etc won't count as relevant experience.

1.4 The bidder must provide the performance certificate from the top-5 customers by revenue. The performance certificate must provide the following info: Name of the work, Name of the Client & address, Value of the contract, Contract period and customer feedback. The customers must rate the organisation on the following parameters on a scale of 1- 5 (1 -poor, 2 - Average, 3-good, 4-Very good and 5- Excellent). (Quality of work, Financial Soundness, Technical Proficiency, Resource Facilities, General Behaviour). If the feedback is for a past contract, reason as to why the contract was not renewed.

1.5 The bidder must have a Networth of Rs. 1 Crore and it should be verifiable from the audited Balance Sheet provided by the bidder.

1.6 The bidder must have an average annual turnover of Rs. 5 Crores or more for the last 3 years period. And more than 70% of this revenue must have been from the provison of Digital Marketing services.

1.7 The bidder must demonstrate that the sales turnover comprises of revenue streams from multiple customers and of them, 1 or 2 customers must contribute more than Rs. 200 lakhs in revenue.

1.8 The bidder should have GSTIN / PAN Registration. Copies of the same shall be enclosed.

1.9 Bidders must send attach the screen shot with the tender submission. If the tender is cancelled or recalled on any ground, the Tender document fees (Tender Fees) will not be refunded to the bidders. The bank details are attached in Annexure **E**

1.10 The bidder must show that he understands the full-lifecycle of development of a Digital campaign.

1.11 S/He must be able to share with us a campaign that has been conceived, designed, developed and run for the marketing and lead generation of a product or a service based on a client brief. S/He should be able to show proof that the camapaign has delivered the outcome that it was meant for in terms of leads and conversions.

1.12 Experience with an educational institute of higher education is preferred.

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

Sl No.	Description	Document to be uploaded
1.	Bidder should be a Proprietor, Pvt Ltd or Public Ltd Company. Joint ventures are not preferred.	Necessary documentary evidence for the set period in this effect must be uploaded.
2.	The bidder should be in the business of providing services to Management development and training programme for a minimum period of Five (5) years as on March 31, 2021. The right to accept similar works of the vendor will rest with IIMB.	Necessary documentary evidence for the set period in this effect must be uploaded.
3.	The bidder must provide the performance certificate from the top-5 customers by revenue. The performance certificate must provide the following info: Name of the work, Name of the Client & address, Value of the contract, Contract period and customer feedback.	Please upload client certificate.
4.	The bidder must have a Networth of Rs. 1 crore and it should be verifiable from the audited Balance Sheet provided by the bidder.	The bidder to provide the copy of the latest audited financial statements.
5.	The bidder must have an average annual turnover of Rs. 5 Crores or more for the last 3 years period. And more than 70% of this revenue must have been from the Digital Marketing services.	The bidder must provide documentary evidence to support this.
6.	The bidders should not have been blacklisted by any department of the Government of India in the past. There should not be any criminal case registered against the bidding firm or its owner/partners anywhere in India. An undertaking to this effect is to submitted with the tender document as an enclosure.	A self-declared certificate to be uploaded
6.	Scanned copy of 1. PAN 2. GSTIN (GST Registration) 3. Scanned copy of DD for Tender fee or MSME/NSIC/Exemption certificate	
7.	Signed and Scanned Copy of Tender Acceptance Letter, Price Bid Undertaking and Particulars of Bidders. **(Annexure-B)**	

Note: Only those bids who meet the above-mentioned minimum criteria will be considered for evaluation of Technical and Price bids.

Chapter 3
Technical Bid

Technical Proposal :

The technical bid shall contain all the relevant information necessary for assessing the quality of product that the bidder is proposing. All the above information should be organized in logically structured form and submitted as technical bid with an index. Bidder is free to add any information that can help in assessing technical quality of the solutions proposed and which touches upon the parameters/attributes for technical assessment.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of product being proposed by the bidder. The successful pre-qualified bidder will be called for technical presentation at a later date. Interested Bidders must organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented with the section number listed. The required proposal sections are:

11.1. Table of Contents: A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted.

11.2. Executive Summary: The executive summary should provide a concise summarization of the services being proposed to meet IIMB's needs. The Bidder should also summarize how large-scale, government (both State & Central), public sector and private business use its services and how this experience indicates that the vendor is suitable for IIMB's needs.

11.3. Company Overview: This section should provide information about the Bidder's company, services, and corporate structure -including an organizational review, key contacts, and customer relations.

11.4. Experience and References: In this section, the vendor should summarise the firm's experience in executing similar projects. Provide at least five references where the Bidder firm's services are being utilized. References must include Contact Name, Contact Address, Contact Telephone Number, and Contact E-mail Address.

11.5. The documentary evidence required to be furnished to establish Bidder's qualification claim for this RFQ should also be attached in this section.

11.6. Consultant's Profiles: In this section, the Bidder should provide detailed qualifications & experiences of its named consultants & also of the consultants it proposes to put for IIMB project.

11.7. Approach & Methodology: A brief description of the proposed approach & methodology must be provided so that IIMB can gain a basic understanding of the capabilities of the firm.

11.8. Additional Information: All additional information the vendor deems as pertinent to their proposal, must be included in this section.

11.9. Those firms meeting the pre-qualification criteria, as set out in Chapter 2 will then be evaluated for the following criteria:

Sl. No:	Parameters, Attrubutes for Evalaution	Max Marks
1	Experience in Digital marketing	20
2	Customer Testimonials	10
3	Quality of marketing plan suggested for marketing EEP programmes of IIMB (Presentation Component)	20
4	Organization Strength to undertake the tasks & Financial capability / strength of the firm	20
5	Special Strategies for sectoral and special interest programmes.	10
6	The Quality of the team	20

11.10. The bidder should execute a Digital Marketing campaign for the following two of the short duration programmes and one Long Duration programme of EEP.

a. Short Duration Programmes

i. Management of Technology Innvovation

ii. Strategic Perspectives on the Design of Public Private Partnerships (PPPs)

b. Long Duration Programme

i. Modular Programme in Data Science

11.11. The bidder must submit the following documents in support of this campaign:

a. Marketing strategy for the promotion of the programme

b. Media plan

c. Banner creatives if any.

d. Lead generation and capture infrastructure

e. Landing page for the digital marketing campaign

f. Number of leads and brochure downloads and any other metric to evaluate the proposed campaign.

11.12. Must submit the CVs of the Account Manager for IIMB, the Marketing lead and the technical Lead and technical resources who will be working on the IIMB account.

11.13. The bidders who scores more than 60% on the technical bid evaluation will be selected to submit the Financial Bids.

11.14. Only the Bidders whose technical proposal qualifies shall be invited to participate in the commercial proposal.

11.15. The commercial proposal shall be done in the form of e-bidding and strictly in the format provided as per Part B of this document. The commercial details must not be shared in the Technical Bid, doing so will disquality the bidder.

11.16. At the time of e-bidding, Bidders are required to quote a fixed, non-variable, all-inclusive fees for providing all the services mentioned in the scope of services section of this document for the various design and printing requirements.

11.17. The shortlisted Bidders must register with eWizard portal after shortlisting for Financial Bid and submit their financial bid through the online platform.

Submission of Proposals:

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal on or before 30 July 2021. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com

4.0 PROPOSAL EVALUATION METHODOLOGY

4.1 IIMB will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ submitted by the submission due date and time specified in this document. The categories that shall be considered in the evaluation of proposals include Qualifications and Experience, Financial Strength, Proposed Solution, Technical Approach, Subject Knowledge and Commercials. Only those proposals will be evaluated which meet the mandatory bidder qualification requirements detailed in this RFQ Document.

4.2 IIMB will appoint a Selection Committee to evaluate proposals, and to recommend award of a Contract to the successful Bidder, which meets the best interests of the Institute. IIMB will be the sole judge of its best interests and its decision will be final and binding.

4.3 Non-responsive proposals will be rejected and not be forwarded to the Selection Committee for consideration. Additionally, the Selection Committee may determine that documentation proposal is so inadequate that it is non- responsive. Reasons that a proposal may be deemed non-responsive include, but are not limited to:

4.4 Failure to sign the proposal

4.5 Failure to acknowledge addenda

4.6 Failure to provide required documentation

4.7 Late submission of a proposal

4.8 Respondent does not meet minimum requirements

4.9 The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Institute based on the evaluation criteria.

4.10 To ensure that all RFQ's are fairly evaluated, scored and ranked, it is very important that the RFQ's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of a proposal.

4.11 Only those Proposals which qualify in the Technical Proposal stage shall be the qualified Bidders who will be invited to participate in the Commercial E- Bidding Process.

4.12 Commercial E-Bidding process shall be taken up to determine the competitive prices of the techno-commercially acceptable bids and include the following:

4.13 IIMB reserves the right to accept/ reject any proposal in part or full, without assigning any reason whatsoever

Chapter 4
Price Bid

Price Bid of only technically qualified bidders shall be opened at later date in presence of Institute's Officials. Technically qualified bidders shall be intimated by web notification or auto generated email through e-procurement. The date and time of opening the price bid shall be communicated to the eligible bidders through web-notification at e-procurement website https://mhrd.euniwizarde.com

15.1. The bidders have to e-submit the price bid only as per the price schedule format/template available on CPP portal. Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.

15.2. In case if the price bid is found to be altered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with IIMB.

15.3. Do not quote price in the Pre-Qualification & Technical Bid i.e. in Part-I & II or elsewhere it would lead to bid getting disqualified without any further reference to the bidders.

15.4. The prices must include all the applicable taxes and duties, fees and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.

15.5. IIMB reserves the right to negotiate the quoted price with the successful Agency.

15.6. The quoted rates shall remain firm for the first year and extension of two years (if any) period.

IIMB reserves the right to, at any time and in its absolute discretion, accept or reject Proposals (or to permit any bidder to resubmit its Proposal, such that Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiation with any number of bidders to withdraw from negotiation with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

Chapter 5

Bid Evaluation Structure
The bid evaluation comprises of the following steps:

Stage-1 : Pre-Qualification

Those who qualify in Part-I- Pre-Qualification will be eligible for opening of Part-II- Technical Bid

Stage-2 : Technical Bid Evaluation
Opening of the Part-II - Technical Bid: Firms shortlisted in Stage-1 shall be evaluated on the Technical parameters by the evaluation committee, as per criteria mentioned in Part-II - Technical bid. At the end of this stage, each firm will be assigned a Technical score (out of 80). The bidder scoring more than 50 will be considered for technical presentation at a later date.
Bidders scoring less than 50 in the Technical Presentation (out of 80) will not be invited for the submission of the price bid.

Stage 3 : Price Bid Evaluation
Opening of the Part-III- Price bids: Only Price bids of firms clearing Stage-1 & Stage-2 will be opened for cost evaluation.

Recommended Rate:

Recommended rate will be declared for programmes mentioned in BOQ based on the lowest rates quoted by bidders qualifying in PQ Stage and Technical Stage. The recommend rates will be arrived at for programme category viz. SDP, LDCP and Custom Programmes.

Empanelment of Agencies:
The Recommended rate shall be offered to all qualifying bidders. The bidder accepting the recommended rate shall be empaneled as the service providers.

Award of contract/distribution of work:

The bidders shall be bound by the terms contained in this bid document, including the Special Contract Conditions contained in Annexure C (Special Conditions). The terms contained in this bid document and Special Conditions, including the accompanying annexures and any other instructions provided by IIMB in writing shall constitute a binding agreement between IIMB and the successful bidder.

The distribution shall be equal as far as practically possible amongst the empaneled vendors. The distribution of the services shall also be based on quality of the service and subsequent customer satisfaction. The number of programmes likely to be assigned for marketing to each empaneled agency can range from 10 to 30 programmes per year.

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

Methodology for computing the Price Bid

The bidder has to evolve the price bid as per the following:

Bill of Quantity

The Price Bid contains the BOQ in the form of list of programmes that are typically offered by IIMB in one Financial Year.

The list of programmes falls into three broad categories:

1. Short Duration Programmes (3 to 5 days in duration)
2. Long Duration Programmes and
3. Customized Programmes

The goal of the Digital Marketing campaigns for SDPs and LDCPs are Lead Generation with the ultimate aim of converting the leads into seats / paid participants for the programme. The target audience are end-participants and organizational sponsors. More than 80% of the SDP participants are organization sponsored candidates whereas the proportion of the organization sponsored candidates drops significantly for the LDCPs.

The Customised Programmes are commissioned by Organizations and the objective of the campaign is to generate quality leads for conversion. The goal of the Digital Marketing campaign is to build brand awareness and brand equity for the Customised Programmes of EEP. The campaign effectiveness will be measured by the quality of the leads as evidenced by the profile of these organizations viz. ET500 companies, MNCs, Conglomerates etc.

Development of media plan

The bidder is required to develop the media plan as per the Media Plan Template given below, for the list of programmes spelt out in the price bid . The media plan must be worked out at a programme level and must contain the full details of Clicks / Impressions proposed and the unit rate. The bidder should also indicate the fixed cost element for the design of creatives and the cost of other support services needed for successful conduct of the campaign.

The bidder is expected to design the campaign and media plan in the most optimal manner leveraging organic and paid media. The bidder is free to suggest any combination of Digital Media. Based on the total cost and the number of applications expected to be achieved based on the proposed campaign methodology, the bidder will indicate the "Cost of Acquisition of application for SDP and LDCP separately. In the case of Custom Programmes' promotion which is in the nature of a branding campaign, the bidder will indicate the Cost per Lead".

The bidder with the lowest cost per application or Lead as applicable will be declared the successful bidder. The other bidders will be offered an opportunity to match the prices as per the merit order ranking of the prices. The quantity will be split across the selected bidders. An effort will be made for equitable distribution of the programmes across all the empanelled vendors subject to the quality of execution being more or less equal.

The selected bidder will be required to conform to the Per Application Cost of Acquisition through the tenure of the contract. A margin of error of +/- 10% may be allowed.

Illustration of the Price Bid Evaluation methodology:
Derivation of the Cost of Acquisition for SDPs and LDCPs

Programme Category	Short Duration Programmes	Long Duration Certificate Programmes
Expected # of applications– overall		
# of Applications through Organic Channels		
# of applications received through Digital Marketing Channels		
# of qualified applications		
Total Digital Marketing cost - Media cost + Cost of Creatives		
Cost of Acquisition per qualified application or a Qualified Lead		

Derivation of the Cost of Leads for Customised Programmes (Branding Campaign)

Programme Category	Customised Programmes
Expected # of Leads – overall	
# of Leads received through Digital Marketing Channels	
# of qualified Leads	
Total Digital Marketing cost - Media cost + Cost of Creatives	
Cost per qualified Lead	

Table 6.1
Media Plan Template

Short Duration Programmes
Digital Marketing - Total cost per programme
(Price Bid Template – provided for information only)

List of Short Duration Programmes to be promoted through Digital Marketing					Digital Marketing Media Plan (An indicative list. The bidder is required to buy media only from the standard platforms viz. Google, Facebook, Instagram, LinkedIn, Twitter and from reputed online newspapers. The bidder is at liberty to decide on the optimal mix.)							..... (please add additional columns as needed to complete the media plan.		
Sl. #	Title of the programmes (Short Duration)	Target Class Strength	Inbound Percentage (%)	Number of Applications to be sourced from Digital Marketing (Equals the number of Target Class strength less the organic leads)	Fixed Cost - Cost of Creatives, Data driven insights, SEO Optimization, Lead Management Server and Project Management and Monitoring services. * (please provide the cost breakup as per Fixed cost table)	Google Search (Clicks)	Unit Rate for Google Search	Facebook (Clicks)	Unit Rate for Facebook clicks	LinkedIn Impressions	Unit Rate for LinkedIn Impressions (per Thousand)	Medium 1 (to be defined by bidder)	Unit Rate for Medium 1	Total cost (exclusive of GST)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	21
	Total													

Short Duration Programmes
Digital Marketing - Fixed cost per programme

List of Common Services required for Digital Marketing for SDPs				
Sl. #	Name of the Services	Unit rate per Programme (SDP)	Qty needed per Programme	Total Fixed Cost per programme (SDP)
1	2	3	4	5
1	SEO Optimization to ensure SERP performance organically.			
2	Lead Management Infrastructure - Lead capture and cloud server charges			
3	Google Analytics implementation to ensure correct Leads traceability.			
4	Digital Marketing campaign performance monitoring and evaluation.			
5	Any other service …. Please specify..			
	Total Fixed cost per Programme - SDP			
* Please provide the Fixed cost per programme as per the Fixed Cost table.				

Long Duration Certificate Programmes
Digital Marketing - Total cost per programme

List of Long Duration Programmes to be promoted through Digital Marketing					Digital Marketing Media Plan (An indicative list. The bidder is required to buy media only from the standard platforms viz. Google, Facebook, Instagram, LinkedIn, Twitter and from reputed online newspapers. The bidder is at liberty to decide on the optimal mix.)							..... (please add additional columns as needed to complete the media plan.		
Sl. #	Title of the programmes (Long Duration Certificate Programmes)	Target Class Strength (given by IIMB)	Organic source Percentage (%) (to be estimated by Vendor)	Number of Qualified Applications to be sourced from Digital Marketing (2.5 x (Col 4))	Fixed Cost - Cost of Creatives, Data driven insights, SEO Optimization, Lead Management Server and Project Management and Monitoring services. * (please provide the cost breakup as per Fixed cost table)	Google Search (Clicks)	Unit Rate for Google Search	Facebook (Clicks)	Unit Rate for Facebook clicks	LinkedIn Impressions	Unit Rate for LinkedIn Impressions (per Thousand)	Medium 1 (to be defined by bidder)	Unit Rate for Medium 1	Total cost (exclusive of GST)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	21

Long Duration Certificate Programmes
Digital Marketing - Fixed cost per programme

List of Common Services required for Digital Marketing for LDCPs				
Sl. #	Name of the Services	Unit rate per Programme (LDCP)	Qty needed per Programme	Total Fixed Cost per programme (LDCP)
1	2	3	4	5
1	SEO Optimization to ensure SERP performance organically.			
2	Lead Management Infrastructure - Lead capture and cloud server charges			
3	Google Analytics implementation to ensure correct Leads traceability.			
4	Digital Marketing campaign performance monitoring and evaluation.			
5	Any other service …. Please specify..			
	Total Fixed cost per Programme - LDCP			

* Please provide the Fixed cost per programme as per the Fixed Cost table.

Customised Programme - Branding Campaign
Digital Marketing - Total cost per programme

Customised Programmes - Branding Campaign		Digital Marketing Media Plan (An indicative list. The bidder is required to buy media only from the standard platforms viz. Google, Facebook, Instagram, LinkedIn, Twitter and from reputed online newspapers. The bidder is at liberty to decide on the optimal mix.)							..... (please add additional columns as needed to complete the media plan.		
Title of the programmes (Customised Programmes)	Number of Qualified Leads to be sourced from Digital Marketing	Fixed Cost - Cost of Creatives, Data driven insights, SEO Optimization, Lead Management Server and Project Management and Monitoring services. * (please provide the cost breakup as per Fixed cost table)	Google Search (Clicks)	Unit Rate for Google Search	Facebook (Clicks)	Unit Rate for Facebook clicks	LinkedIn Impressions	Unit Rate for LinkedIn Impressions (per Thousand)	Medium 1 (to be defined by bidder)	Unit Rate for Medium 1	Total cost (exclusive of GST)
2	5	6	7	8	9	10	11	12	13	14	21
Customised Programmes (any branding campaign)											
Cost Per Qualified Lead											

Annexure A

Instructions to Bidders for Online Bid Submission

SECTION 1 A: PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal https://mhrd.euniwizarde.com by clicking on the link "Bidder Enrolment" as per portal norms.
2. The bidders to choose a unique username and assign a password for their accounts. 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 e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. 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.

2. TENDER DOCUMENTS SEARCH

1. Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
3. 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 Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. 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.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. 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 / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. BoQ has been uploaded on the website to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, 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.
8. Kindly have all relevant documents in a single PDF file of compliance sheet.
9. **The offline tender shall not be accepted and no request in this regard will be entertained whatsoever.**

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, IIMB reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for

the helpdesk is **011-49606060, +91 6122520545, Gagan +91 8448288987/88, Vijay +91 8448288989, Sanjeeth (8882495599)**

7. **The bidder has to "Request the tender" to MHRD portal before the "Date for Request tender document", to participate in bid submission.**

8. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

10. No deviation to the technical and commercial terms & conditions are allowed.

11. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

SECTION 1 B: INSTRUCTIONS TO BIDDERS

1. **The bid should be submitted in two covers System-Technical Bid and Financial Bid** online through portal https://mhrd.euniwizarde.com:

1.1 **Technical Bid:** The agencies should give details of their technical soundness and provide a list of customers of a previous supply of similar items to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents. These should be uploaded **online tender (https://mhrd.euniwizarde.com/)** and digitally**.**

1.2. **Document to be scanned and submitted by uploading in the technical bid:**

a) The Bidder should possess a Licence certificate for manufacture /supply of the item.
b) List of Owner/partners of the firm and their contact numbers
c) The Bidder should possess Income-tax PAN Number.
d) The Bidder should possess a valid GST registration number.
e) Catalogue of the Product with detailed product specifications.
f) List of customers with contact details.
g) The average annual turnover should not be less than 30% of the estimated cost put to tender/Tender for the job work. The copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed

Annexure B

TECHNICAL PROPOSAL APPLICATION

Description of work: Technical Proposal for Digital Marketing Services for the promotion of Executive education programmes, Bannerghatta Road, Bangalore – 560 076.

To
The Administrative Officer (EEP) Executive Education Programmes
Indian Institute of Management Bangalore
Bannerghatta Road,
Bangalore-560 076.

Dear Sir,
Having examined the Technical Proposal, we hereby submit all the necessary information and relevant documents.

The application is made by us on behalf of ……. ……. ……. (Group/Firms) in the capacity of ……..…… ……. duly authorized to submit the offer.

The necessary evidence admissible in law in respect of authority assigned to use on behalf of the Group of Firms for applying and for completion of the contract document is attached herewith.

We understand that the Director, Indian Institute of Management Bangalore, reserves the right to reject any application without assigning any reasons.
Date:

Enclosure:
Application for Technical Proposal should enclose the following:

1.1. Evidence of authority to sign
1.2. Latest brochures

ANNEXURE C

SPECIAL CONTRACT CONDITIONS (Special Conditions)

1. Performance Guarantee

1.1. Performance Bank Guarantee: A Performance Bank Guarantee (Guarantee) of Rs.5,00,000/- (Rupees Five lakh only) shall be provided by the successful bidder within 1 month from the date of issue of work order or Letter of Acceptance (LOA) by IIMB, in the form as set forth in **Annexure D**. The Guarantee shall be valid for the term of the work order or a period of one (1) year upon its expiry or termination. The successful Bidder shall submit a Security Deposit (SD in the form of a Bank Guarantee (BG) within 30 (thirty) days from the date of issue of LOA or the Work Order as the case may be. Extension of time for submission of PG beyond 30 (thirty) days and not extending 60 days from the date of issue of LOA may be given by IIMB at its sole discretion. However, when the extension has not been granted, a penalty of an interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the successful bidder fails to submit the requisite SD even after 60 days from the date of issue of LOA, the contract/ work order shall be terminated duly forfeiting other dues, if any payable against that contract. Such bidder shall be debarred from participating in retender for that work.

1.2. The Performance Bank Guarantee shall be released after the physical completion of the Work based on the "Completion Certificate" issued by the competent authority at IIMB stating that the Contractor has completed the work in all respects, satisfactorily. The SD, 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 successful bidder.

1.3. In case where the contract has been rescinded or terminated by IIMB for the successful bidder's breach by IIMB, the SD will be forfeited and the Bank Guarantee shall be encashed and the balance work shall be completed independently by a third party supplier at the risk and cost of the successful bidder. Such bidders, upon termination as stated in the foregoing, shall be debarred from participating in the Tender 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 shall be debarred from participating in the tender for the balance work either in his individual capacity or as a partner of any other Joint Venture or Partnership Firm.

2. Confidential

The bidder agrees that all information and data of IIMB accessed by the bidder during and after the bid, including the terms and conditions contained in the bid document and these Special Conditions and accompanying terms (if any), such information accessed after the bidder is successful in the bid, shall be IIMB's confidential information. The bidder agrees not to disclose such information to any third party (except for the employees of the bidder on a need to know basis and who are bound by strict obligations of confidentiality), without IIMB's prior written consent.

3. Intellectual Property Rights

3.1. IIMB shall solely and absolutely own all right, title and interest, including all copyrights, trademarks, patents, trade secrets, moral rights and other proprietary rights ("Intellectual Property

Rights") in the deliverables developed by the successful bidder. To the extent that it is not possible for IIMB to so own the Intellectual Property Rights in the deliverables, successful bidder is hereby deemed to have assigned all such Intellectual Property Rights in favour of IIMB for no extra fee. Without limitation, such assignment shall comprise all the Intellectual Property Rights in the deliverables, shall be perpetual, transferable, irrevocable and worldwide and shall not lapse even if IIMB does not exercise the rights assigned for any duration. If for any reason the successful bidder is unable to effect such assignment, successful bidder is hereby deemed to have constituted IIMB as its irrevocable attorney to do all such things in order to perfect its title to such deliverables.

3.2. Successful bidder shall require the successful bidder's personnel who develop the deliverables to execute appropriate written covenants in conformity with the foregoing. Alternately, successful bidder represents that such personnel have already executed such covenants as part of their employment contract with successful bidder.

3.3. Except as agreed in writing by IIMB, successful bidder shall not incorporate any proprietary material of successful bidder or any third party in any deliverable. If such successful bidder or third party proprietary material is so incorporated in any deliverable, IIMB shall be deemed to have been granted a non-exclusive, transferable, royalty-free and worldwide license to use such material in any manner IIMB deems fit.

3.4. Successful bidder shall not have and is not granted any right, license, lien or other interest in and to the deliverables.

3.5. The successful bidder shall obtain prior written consent of IIMB to use any of IIMB's intellectual property, including trademark, logo, brand name, symbols, and such use shall be subject to the existing license policies of IIMB.

4. Representations and Warranties

4.1. The bidder represents and warrants that, at all times: (i); documents /information provided to IIMB for the purpose of participating in the bidding process shall be genuine;(ii) services under bid terms or Special Conditions shall be performed with the highest professional skill and diligence; (iii) the services will be performed in a timely manner and all timelines and targets agreed in writing with IIMB shall be strictly adhered to; (iv) the services, deliverables created for IIMB, including the campaigns and collaterals shall not infringe on the Intellectual Property Rights of a third party; (v) it shall comply with the applicable laws in its provision of the services; (vi) it is authorized to execute bid terms or Special Conditions and perform its obligations hereunder and the performance of its obligations does not conflict with any other obligations of successful bidder.

5. Indemnification and Limitation of Liability

5.1. The bidder shall indemnify, defend, save and hold harmless IIMB, its director, deans, officers, employees and other stakeholders against any and all losses, damages, liabilities,

proceedings, claims and liabilities arising out of or resulting from: (i) breach of the terms of the bid, including the Special Conditions; (ii) damage to third party property or bodily injury (including death) or both; (iii) breach of the foregoing representations and warranties, including but not limited to an infringement of the Intellectual Property Rights of a third party; (iv) breach or violation of any law, rule, statute, direction or contract; and (v) any unauthorized act of the bidder.

5.2. Except for the obligations of indemnity as stated in the foregoing, **(A)** neither party shall be liable to the other for any: (i) loss of profits, loss of business, business opportunities (whether direct or indirect); (ii) indirect, special, consequential, exemplary damages; and **(B)** subject to (A), IIMB's total aggregate liability under the contract with the bidder, at all times, shall be subject to the undisputed amounts due and payable by IIMB to the successful bidder. IIMB disclaims all other liabilities, express or implied.

6. Term and Termination

6.1. Term. Unless terminated earlier in accordance with these provisions, the engagement with successful bidder will commence on the effective date which will be agreed in writing and will remain in full unless terminated in accordance with the provisions hereof.

6.2. Termination due to Breach. In the event the successful bidder materially breaches any terms contained herein, including the terms in the bid document, IIMB may, without prejudice to its other rights and remedies, terminate the engagement with the successful bidder by giving prior written notice of thirty (30) days, provided that the breach remains uncured at the end of such notice period. The successful bidder may terminate the services in the event the undisputed amounts remain unpaid by IIMB for more than 90 days since they first fell due.

6.3. Termination for Insolvency. IIMB may terminate the engagement with the successful bidder upon written notice to the successful bidder in the event such successful bidder (i) seeks reorganization or release under applicable law; or (ii) seeks the appointment of a trustee, receiver or custodian; or (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and such proceeding is not dismissed within sixty (60) days of the commencement thereof; or (iv) makes an assignment for the benefit of creditors; or (v) has a substantial part of successful bidder's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

6.4. Termination for Convenience: IIMB may terminate the engagement with the successful bidder by providing the successful bidder a prior written notice of forty five (45) days, without further liability, except for the payment due and payable till the date of termination.

6.5. Consequences of Termination. Upon termination of the engagement, or any services provided hereunder for any reason: (i) successful bidder shall cease to perform services unless instructed by IIMB to continue to provide them in IIMB's sole discretion; (ii) successful bidder

shall return or destroy, at the option of IIMB, all confidential information and certify in writing that the provision has been complied with; and (iii) IIMB shall pay successful bidder all amounts undisputedly due and payable to Successful Bidder hereunder, unless bid terms or Special Conditions is terminated for successful bidder's breach by IIMB.

7. Governing Law and Jurisdiction

7.1. Governing Law. The terms of the bid, the Special Conditions and any other instructions of IIMB, shall be governed by and construed in accordance with the laws of India.

7.2. Dispute Resolution. Disputes or differences arising out of or related to the services and bid terms or Special Conditions shall be referred to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties consent to conduct the arbitration proceedings online. The arbitration proceedings shall be conducted in English, by a sole arbitrator mutually agreed by the Parties. If the Parties are unable to agree upon a sole arbitrator, they shall approach the High Court of Karnataka for appointment of a sole arbitrator. The seat of arbitration shall be deemed to be Bengaluru City irrespective of the venue of the parties, the arbitrator or the forum of arbitration.

7.3. Subject to the foregoing, the Parties shall submit exclusively to the jurisdiction of the courts in Bangalore, provided that IIMB may approach any court of competent jurisdiction to obtain any interim relief against successful bidder.

8. Miscellaneous

8.1. Assignments. The obligations may not be assigned by successful bidder without IIMB's prior written consent which shall not be unreasonably withheld. Subject to the foregoing, the terms contained in the bid document and the Special Conditions shall be binding upon and shall inure to the benefit of both the Parties, their successors and permitted assigns.

8.2. Notices. Communication of a routine nature may be transacted by email. Communication of a non-routine nature, including notices for termination shall be given in writing and transmitted by prepaid registered mail addressed to the address first written above and marked to the attention of the principal points of contact indicated in the bid document and the respective response document from the relevant bidder.

8.3. Independent Contractor. The relationship of IIMB and the successful bidder shall be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture.

8.4. Publicity. Successful bidder shall not (and shall ensure that its employees, agents, consultants, subcontractors, temporary staff/workers shall not) make any announcements relating to the engagement or its existence, execution or its subject matter, or issue, publish or distribute

any press release, advertisement or other external publicity (in whatever media). Except with the written permission of IIMB, successful bidder shall not claim to have performed services for IIMB.

8.5. Force Majeure. Neither Party shall be liable for any failure to perform its obligations under the terms contained in the bid documents and Special Conditions if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such Party. If the force majeure condition continues for a period of thirty (30) days, IIMB may terminate the engagement with the successful bidder for convenience.

8.6. Severability. If any provision of the bid document or Special Conditions is held to be illegal, invalid or unenforceable, the same shall not affect the remaining provisions hereof, which will remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of these terms, including bid document, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.7. Survival. In addition to any provision which, by its very nature, ought to survive the term or termination of the engagement, including but not limited to the following clauses: Confidentiality, Intellectual Property Rights; Representations and Warranties); Indemnification and Limitation of Liability; Term and Termination; Governing Law and Jurisdiction; Miscellaneous.

8.8. Waiver. No waiver by either Party of any provision of or right, remedy or power of that Party under the bid document and Special Conditions shall be effective unless it is in writing signed by a duly authorized officer of that Party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by either Party to exercise any right, remedy or power under these bid terms or Special Conditions or to insist on strict compliance by the other Party with any obligation under these bid terms or Special Conditions, and no custom or practice of the Parties at variance with the terms of these bid terms or Special Conditions, shall constitute a waiver of a Party's right to demand exact compliance with these bid terms or Special Conditions at any time or otherwise constitute a waiver of any other or future rights under these bid terms or Special Conditions. The rights, remedies and powers of each of the Parties contained in these bid terms or Special Conditions are cumulative and not exclusive of any rights, remedies or powers provided to the Parties by law. No single or partial exercise by either of the Parties of any right, remedy or power under bid terms or Special Conditions shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power.

ANNEXURE D

FORM OF PERFORMANCE GUARANTEE

Performance Bank Guarantee

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From: [Insert Bank's Name, and Address of Issuing Branch or Office]
To:
Indian Institute of Management, Bengaluru, Bannerghatta Main Rd, opp. to Apollo Hospitals, Sundar Ram Shetty Nagar, Bilekahalli, Bengaluru, Karnataka 560076
Beneficiary: [Insert]
Date: [Insert]
Bid Security No: [Insert]
We have been informed that [Insert name of the Bidder] (hereinafter called "the Bidder") intends to perform services under a work order issues by IIMB for the execution of [name of contract] under the Request For Quotation for Digital Marketing Services ("the RFQ").

WHEREAS, the Bidder is required to furnish this security for the sum of [Insert Value of Bid Security required], in the form of Bank Guarantee, according to your conditions of the RFQ.
AND
WHEREAS, [Insert Name of the Bank], with its Branch [Insert Address] having its Headquarters office at [Insert Address], hereinafter called the Bank, acting through [Insert Name and Designation of the authorised persons of the Bank], have, at the request of the Bidder, agreed to give guarantee for performance guarantee as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the IIMB full amount in the sum of [Insert Value of Bid Security required] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by IIMB any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by IIMB on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by IIMB without any reference to the Bidder and without IIMB being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between IIMB and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by IIMB at any time.

6. This guarantee will remain valid and effective from the effective date of the work order till a period of one year from the date of expiry or termination. Any demand in respect of this Guarantee should reach the Bank within the validity period of the Performance Bank Guarantee.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and IIMB herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of IIMB. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the IIMB.

Date:
Place:

…….
Bank Seal and Signature
[Name in Block letters]
[Designation]
. [P/Attorney] No

Witness:
1. Signature
Name & Address & Seal

2. Signature
Name & Address & Seal

Bank's Seal
[P/Attorney] No

ANNEXURE E

IIMB Bank Details

Bank transfer details of SBI		
1	Vendor Name	INDIAN INSTITUTE OF MANAGEMENT BANGALORE
2	**Particulars of Bank**	
	A. Name of the Bank	STATE BANK OF INDIA
	B. Name of the Branch	IIMB CAMPUS, BENGALURU
	C. Branch code	40803
	D. Address	BANNERGHATTA ROAD
	E. City Name	BANGALORE
	F. Telephone No	080-26993166
	G. NEFT IFSC Code	SBIN0040803
	H. 9 digit MICR code appearing on the cheque book	560002514
	I. Type of Account	SAVINGS
	J. Account No.	54019812503
	k. SWIFT	SBININBBM04 (Last two digits are Zero and Four)