

NOTICE INVITING TENDER (NIT)
FOR EMPANELMENT OF ONLINE SERVICE
PARTNERS

For Providing Technology & Infrastructure Services for Online Executive Education
Programmes Conducted through Interactive Learning Mode

(NIT No: **IIMKASHIPUR/PUR DEPTT /NIT/ 19 / 2021-22 DATED 11 OCT 2021**)

1	Name of the work	NOTICE INVITING TENDER (NIT) for Empanelment of Online Service Partners for Providing Technology & Infrastructure Services for Online Executive Education Programmes of IIM Kashipur conducted through interactive learning mode.
2	Reference No.	IIMKASHPUR/PUR DEPTT /NIT/ 19 / 2021-22 DATED 11 OCT 2021
3	Cost of NIT Document	Rs. 2,000/- (Rupees One Thousand Two Hundred only) by way of DD drawn in favour of Indian Institute of Management Kashipur payable at Kashipur submitted along with the NIT. NIT Document fee is non-refundable.
4	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees twenty Thousand only) by way of DD drawn in favour of Indian Institute of Management Kashipur payable at Kashipur submitted along with the Technical Bid of NIT.
5	Performance Security	INR 5,00,000/- (Rupees Five Lakhs Only) for each qualified and successful bidder.
6	Contract Period	The period of contract will be initially for two years. The contract may be extended annually on the basis of satisfactory performance and mutual consent of the parties.
7	Issue of NIT/Tender Document	The tender document can be downloaded from the Institute website – www.iimkashipur.ac.in . The tender cost of Rs. 2,000/- is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.
8	Deadline for Submission of NIT	09th November, 2021 by 1100 hours
9	Mode of submission of NIT Document	Speed Post/ Registered Post/ Courier at the address mentioned below
10	Address to which the Completed NIT documents are to be sent	To, The Store and Purchase Officer Indian Institute of Management Kashipur Kundeshwari, Dist. Udham Singh Nagar Kashipur – 244 713 Uttarakhand (India)
11	Date of opening the Bid	09th November, 2021 at 1130 hours
12	Proposed date to Commence the Operations	As per the schedule and requirement of IIM Kashipur
13	Query (if any)	In case of any query, it may be clarified / asked till last date of submission of bids.

INDEX

SI. No.	Description	Page No.
1	Notice Inviting NOTICE INVITING TENDER	03 – 06
2	Scope of Work and General Terms and Conditions	07 - 23
3	Technical Specifications of the Studio (Annexure -I)	29-30
4	Communication Facility (Annexure – II) and On-the-Go Classrooms (Annexure – III)	31-32
5	Preliminary screening application for participating in tender for Empanelment of service providers to provide technology, Infrastructure & marketing services for executive education Programmes of IIM Kashipur through direct-to-device mode (Annexure – IV)	33-49
6	Checklist for Documents to be Enclosed as Part of the Technical Bid (Annexure -V)	50-53
7	Evaluation Criteria for Assessment of Entries / Applicants (Annexure – VI)	54-55
8	Pro Forma of Annual Turnover Statement (Annexure - VII)	56
9	Pro Forma of Commitment of Prior Experience as Per Tender (Annexure - VIII)	57
10	Pro Forma of Compliance to NIT Requirement (Annexure - IX)	58
11	Certified for Tender Documents Downloaded from IIM Kashipur Website (Annexure - X)	59
12	Undertaking to Comply with the Minimum Commercial Requirement (Annexure – XI)	60-61
13	Program Description Document (Annexure – XII)	62-63



भारतीय प्रबंध संस्थान काशीपुर
INDIAN INSTITUTE OF MANAGEMENT KASHIPUR

**NOTICE INVITING TENDER (NIT) FOR EMPANELMENT
OF ONLINE SERVICE PARTNERS**

For Providing Technology & Infrastructure Services for **Online Executive Education Programmes** of IIM Kashipur conducted through interactive learning mode.

About the Institute

The Indian Institute of Management Kashipur is a second-generation IIM set up by the Government of India in 2011. It aspires to achieve excellence in management education by using innovative teaching methods, promoting high quality research and practicing sustainable leadership.

Celebrating ten years of serving the education and management sector, IIM Kashipur is committed to its four core values: collegiality, transparency, green consciousness, pro-active engagement with all stakeholders. The institute believes that as an institution of national importance, it has a larger role to play in the field of management education and social transformation. Our strategic goals include improvement of the academic ecosystem; synergy between educational theory, practice and research; promotion of innovation, entrepreneurship and public service; empowerment of local stakeholders; upliftment of economically challenged sections of the society; and gender diversity.

The institute is bestowed with the stunning beauty of nature, lending a wholesome experience to academic rigour. The 200-acre campus situated just 25 kms away from Jim Corbett National Park, spreads loudness and cheers in the serene town of Kashipur, nested in the lap of Himalayas. The institute is also situated in one of the densest industrialized districts with more than 180 ventures that have set up their plants in and around the region. This strategic geographical positioning provides a vantage point for IIM Kashipur when it comes to 'Learning by Doing' through regular industry interaction and live projects.

The institute fosters academic excellence in the following programmes:

- Master of Business Administration (MBA)
- Master of Business Administration in Analytics (MBA Analytics)
- Executive Master of Business Administration (EMBA)

- Doctor of Philosophy (PhD)
- Management Development Programmes (MDPs) – Customized
- Short duration Executive Development Programmes - Online Certificate Programmes
- One-year Executive/Post Graduate Certificate Programmes – Online Certificate Programmes

1. Online Executive Education Programmes at IIM Kashipur

Established in July 2011, IIM Kashipur aims to nurture and train managers and leaders with a social conscience and the ability to deliver performance and attain excellence across cultures, functions and geographies through Online Programs designed by its finest faculties. These Online Programs are short/medium/long-duration Management Development Programmes delivered through Interactive Learning Platform. These programmes are designed for executive development without demanding participants to take a break from their work. While our on-campus programs provide a different learning experience, many participants who are hard pressed for sparing a week to travel to our campus and take-up professional development programme may benefit from this unique experience of learning through technology platform. Online Programme participants benefit from the evolved infrastructure and resources specifically inclined to provide effective learning and development through interactive technologies. These Online Programmes are offered in association with our technology partners. Program faculty conduct classes online from IIM Kashipur Campus over weekend or on weekdays before/after office hours and participants must commit for 4-6 hours per week for about 16-28 weeks without compromising their work.

❖ NOTICE INVITING TENDER

The prime objective of this NOTICE INVITING TENDER (NIT) is to identify suitable Online Technology and Infrastructure service providers for Online Executive Education Programmes of IIM Kashipur conducted through interactive learning mode.

2. Introduction

3.1 IIM Kashipur intends to offer medium and short duration programmes through blended e-learning mode. The programmes would typically be as per the below given table:

- The Programmes would typically range from less than a week to 48 weeks and offered from device to device. Delivery mode would be synchronous /

asynchronous. The likely audience would be executives in middle & senior positions, hard-pressed for time, who are seeking specialized skills / knowledge for advancing their careers

- It is preferable that the Empanelled Service Provider (ESP) have a classroom at multiple locations for participants to gather and learn, though it is not mandatory. However, the ESP has to enable the delivery of the content to the participants on- the-go devices in a secured manner without loss of Intellectual Property Rights of IIM Kashipur, as well as without any loss of content during transmission for the participants.
- The ESP has to undertake the responsibility of marketing the program of IIM Kashipur, sourcing candidates, facilitate delivery of the contents provided by the faculty members of IIM Kashipur and organize test/examination facilities for the participants requiring certification.
- Online Tests would be employed for admission test and / or grading and assessments wherever necessary.

3.2 IIM Kashipur intends to empanel up to three service providers in all for Requirements. IIM Kashipur would offer programmes, based on its own volition, or based on the market demand as demonstrated by the ESP, for which the ESPs would submit a Programme Description Document (PDD) (the format of the PDD is provided in Annexure XII) providing commitments in terms of sharing of financial revenue with IIM Kashipur in 50:50 ratio (50% IIM Kashipur: 50% ESP) as well as the number of participants guaranteed for the programme. Based on the response submitted by the ESP to the PDD offered by IIM Kashipur, the programme would be offered to that ESP who offers the best revenue share to IIM Kashipur (calculated based on the share of revenue as well as the number of participants guaranteed for the programme).

3.3 IIM Kashipur will provide academic inputs for all the programmes. The technology, marketing, and other logistics over the lifecycle of the programme has to be provided by the appointed service provider.

3.4 The proposal must be submitted in sealed envelope as specified the section: Procedure for submission of proposals. The bidder may also be required to demonstrate the technology and the solution at IIM Kashipur campus / bidder's premise, at the bidder's cost on a date designated in consultation with the bidder.

3.5 Definitions

- **NOTICE INVITING TENDER (NIT):** This document floated by IIM Kashipur seeking proposals from interested parties for providing technology, infrastructure, and marketing services for Executive Education programmes of IIM Kashipur through blended e-learning direct-to-device mode.
- **Bidder:** The technology provider who is submitting his response to this NIT.
- **Empanelled Service Provider (ESP):** The bidder whose proposal is accepted by IIM Kashipur after evaluation.
- **Partner:** The ESP who is awarded the contract to run a specific programme for a given period.
- **Programme Description Document (PDD):** It is a document, which provides a summary of the programme to be offered by IIM Kashipur using the services of the ESP. It contains all the relevant details required to make a business case for the intended programme. A format of a PDD is provided in **Annexure XII** of this NIT. Once the PDD is finalized between IIM Kashipur and the ESP, the signed PDD would become an addendum of the Master Contract.
- **Master Contract:** It is a manifested agreement between IIM Kashipur and the ESP, containing all the terms and conditions under which the relationship between the parties are bound and would broadly be on the lines of the commercial terms and conditions provided in section IX of this NIT. This would be prepared through mutual negotiations between IIM Kashipur and ESP and would be executed on a stamp paper purchased by the ESP for this purpose.
- **Vendor:** He is the person who is providing services to IIM Kashipur under the Master Contract, for an on behalf of the bidder or the ESP or the Partner. Vendor would be a subcontractor of the bidder or the ESP or the partner.
- **Undischarged work per week:** This is the amount of work not completed calculated on a pro-rata basis out of the total hours earmarked for the program as described in the Programme Description Document.

- **“Certificate of Completion”** shall mean validation by Institute on successful completion of a course/ Program by the Registered Participant.
- **“Certificate of Completion”** shall be issued under seal & signature of the Institute to such Registered Participant only after he/she has fulfilled all the terms and conditions for the programme including evaluations and attendance requirements.
- **“Effective Date”** shall mean the date on which the first lecture is broadcast to the Registered Participants from the Institute Studio/Facility in respect of the courses launched by the Institute and offered by ESP & the Institute. ESP shall communicate to the Institute in writing within 15 days of signing this Agreement regarding the establishment of the Facility so as to facilitate the above before the commencement of operations/ Broadcast by ESP & the Institute on or before the Effective Date.
- **“Program”** shall mean the executive education programmes in various domains of management discipline (in written text form, electronic form, audio or video or any other media form) wherein the Institute shall impart education to student(s) and provide certification upon completion of course wherever necessary and as the Institute deems it to be fit.
- **“Registered Participant”** shall mean and include each individual person registered by ESP as per the guidelines of selection/enrolment decided by the Institute for imparting a program.

3. Scope of Work and Services

IIM Kashipur invites proposal for providing technology, infrastructure and marketing services for its Executive Education Programmes through blended E-Learning direct-to-device mode from the service providers who have demonstrated capability and competency to offer such programmes and also successfully market them. The scope of work and services listed below are indicative and may not be exhaustive.

4.1 Provide uninterrupted real time (synchronous) ready-to-use primary communication network between IIM Kashipur Campus (where the instructor will be seated) and the interface on the on-the-go devices (like Laptop, PC, Handheld Device accessible anywhere around the globe). This synchronous network connectivity will be used to share multimedia educational content in the form of

audio, video, text, data in synchronous and asynchronous mode and between multiple studios (faculty side) and the on-the-go devices (participants side).

- 4.2 Provide asynchronous ready-to-use primary communication network between IIM Kashipur Campus (where the instructor will be seated) and Devices, seamlessly and with zero loss of multimedia content. Enable proper delivery of the multimedia content to the students through broadband Internet connection, with a low bandwidth. This connectivity should be enabled even for Internet connections using USB dongle / data card / mobile Internet (even 3G or 4G connections) and other fixed line broadband connections in remote locations. However, such connectivity should not affect the quality of transmission of the content in any manner.
- 4.3 Provide the necessary technology/software interface that allows sharing of content as described in 4.1 & 4.2 above. Other add-on services complementing & supplementing education delivery over the technology platform, student & programme management to be provided. Provide the necessary technology/software interface that allows sharing of content as described in (a). Other add-on services complimenting & supplementing education delivery over the technology platform, student & programme management may also be appreciated.
- 4.4 Regular Up gradation to ensure state of art technology is made available for connectivity at the faculty end, classroom or Direct to Device (Student end) & all other related infrastructure provided. The evaluation of NIT will be done based on their Business, Technology & Operational capabilities which shall also include a demonstration, presentation and/or live demo of their services at IIM Kashipur campus. Further the short-listed parties will then be required to provide a Technical & Commercial bid.
- 4.5 The interested parties should submit their proposal giving their detailed company profile, along with details of their past experience in the field. The proposal should contain documents supporting the claims wherever necessary. The details should be sent in sealed envelope super scribing “NIT for Providing Technology & Infrastructure Services for Online Executive Education Programmes of IIM Kashipur conducted through interactive learning mode” to:

Store and Purchase Officer
Indian Institute of Management Kashipur
Kundeshwari, Dist. Udham Singh Nagar
Kashipur – 244713
Uttarakhand (India)

- 4.6 Deadline for submission of the proposal (NIT) shall be **09th November 2021, 1100 hours**. The NIT received after the above-mentioned date and time shall not be entertained. The proposals, which are not sealed as indicated above, shall also be rejected. No request for extension of last date of submission shall be entertained. IIM Kashipur will not be liable for Postal/Courier delay, non-receipt/non-delivery of documents, loss of documents in transit, etc. Proposals sent through Email or Fax will not be entertained.
- 4.7 The bidder will undertake all necessary marketing activities to acquire the targeted applicants for each programme unless participants for any specific programmes are sourced directly by IIM Kashipur.
- 4.8 Regular Up-gradation to ensure state of the art technology is made available for connectivity at the faculty end, classroom or Direct to Device (Student end) & all other related infrastructure provided.
- 4.9 The Bidder should establish a dedicated helpline to support the accessing and usage related issues raised by the students.
- 4.10 The technology should also provide means to verify that registered participant is actually attending and taking part in the programme.

4. Eligibility Criteria to be fulfilled by the bidder

Bidders who meet the following criteria, need only apply:

- 5.1 The Bidder should have operational experience in India for at least two years as on the date of application, (company incorporation certificate, copies of work orders, copies of completion certificate pertaining to similar works should be submitted as proof of operational experience and existence).
- 5.2 The Bidder should be able to establish clear rights / title to the technology (either full ownership, franchisee, licensee rights) so provided under this bid document and should be capable of providing technology updates at no extra cost. The bidder should also assure that he would not transfer the ownership of the technology during the tenure of this contract. In case he does transfer then clause 8.6 would apply.
- 5.3 The Bidder should have proven capability of providing online education either on broadband technology or other modes of communication facilities in terrestrial and /or non-terrestrial mode (at least one order costing 80% of the estimated value or two orders each costing 60% of the estimated value of this project). Orders executed

during the last three years along with completion certificate (Installation and commissioning) from the client should be attached as per the format provided in **Annexure VIII** along with copies of work orders / work completion certificates from such clients.

- 5.4 The Bidder should have requisite licenses from appropriate governmental regulatory bodies for operating the services in India, if applicable. (License documents obtained from Government authorities should be attached).
- 5.5 The annual average turnover of the Bidder (including the group) in the preceding three financial years, (2017-18,2018-19,2019-20) should be at least INR 5 Crores. In case of group financial statements are provided, then board resolution of both companies has to be provided as evidence that you are authorized to participate under this bid document (Certificate from the Chartered Accountant or audited financial statements should be submitted).
- 5.6 The Bidder should demonstrate steps taken for adequate maintenance of the facilities provided to deliver the services (documents pertaining to service level agreements, vendor contracts or annual maintenance contracts should be attached).
- 5.7 The shortlisted Bidders should be able to demonstrate the integrated system as required by IIM Kashipur at their cost, within one week from the date of receipt of communication in this regard. The tentative dates for presentation could be organized after **12th November, 2021**, in consultation with the Bidder. The demonstration should be made at IIM Kashipur premises or on site.
- 5.8 The Bidder should have, either self-owned / leased / on franchisee basis, technology capable of high-speed audio and video transmission facility to on-the-go devices of the programme to at least 100 participants (Proof should be attached).
- 5.9 Connectivity should not affect the quality of transmission of the programme in any manner. The audio transmission should be capable of providing stereo sound quality with zero distortion and zero voice loss. The video of high quality with at least 1024 x 720p resolution should be transmitted at the rate of at least 20 - 25 frames per second.
- 5.10 The technology should be compatible with all the available operating systems both on laptops and other on-the-go devices (like windows, android, IOS, MAC OS, Open-source operating systems, etc.,).
- 5.11 The technology should ensure that the participant would not be allowed to access any other programs while logged-in for a session.

5.12 The Bidder who has conducted at least one such programme for leading educational institutions like IIMs or IITs or other reputed B-schools in the past 3 years (Purchase/ Work order along with the completion certificate pertaining to the same should be attached).

5. Responsibilities of IIM Kashipur

IIM Kashipur's responsibilities shall include the following:

- 6.1 Ensure curriculum design, content development and programme delivery of the same using the facility provided by the bidder.
- 6.2 Specify the minimum threshold qualifications for selecting candidates for individual programmes, based on which the bidder would promote the programme and shortlist the candidates. IIM Kashipur would do the final selection of the candidates for various programmes.
- 6.3 Provide for student interaction with faculty; this may take the form of pre-scheduled visits during the on-campus component or by prior appointment.
- 6.4 Decide and communicate, at the beginning of the programme, an appropriate scheme of evaluation as per the requirements of the course and the methods of instruction.
- 6.5 Nominate one or more person(s) to interface between IIM Kashipur and the Partner.
- 6.6 Provide the instruments for examination of the participants (whoever requires certification from IIM Kashipur as a proof of completing the course).
- 6.7 IIM Kashipur shall provide space and facilities quoted in Annexure XIII. Furniture & fixtures, amenities and comforts along with peripheral devices/appliances is to be procured and installed by the partner. Electricity, water and other allied charges shall be levied as per the prevailing rules.
- 6.8 Float programmes on periodic basis as mutually decided with the ESP as per the programme calendar jointly decided by the ESP and IIM Kashipur.

6. Responsibilities of Partner

The Partner's responsibility shall include the following:

- 7.1 The partner shall have to arrange at his own cost camera, internet / satellite connectivity / uplink, proprietary software, hardware, audio, video and lighting, seating, table, white board, and any other specialized equipment and personnel. The partner is also required to maintain these equipment's and upkeep them in proper working conditions. In addition, the studios of the partner at other locations may

also be required to be used, should such a need so arise. The partner is required to allow the usage of the studios at such other locations, at no extra cost to IIM Kashipur.

- 7.2 Provide IIM Kashipur with the up-to-date market research and feedback to enable it to design appropriate e-learning through direct-to-device programmes. Bidder will provide the services of an Educational Technology expert for effective interface with IIM Kashipur to assist in delivery of the programmes, with no additional cost to IIM Kashipur.
- 7.3 The Partner will conduct sales and marketing activities of the programmes developed including design of appropriate marketing schemes and offers at his cost. The Partner will undertake the promotion and pricing strategies of the programmes after seeking the prior approval from IIM Kashipur.
- 7.4 The Partner is expected to facilitate a minimum number of finally selected students for various programmes to be specified when such programme is launched by IIM Kashipur, for which he would be bound on commercial terms. If the partner fails to enrol the minimum guaranteed number of candidates for a course, the bidder is bound to pay 100% of the difference in the revenue share due to IIM Kashipur on account of the shortfall in enrolments.
- 7.5 The Partner will ensure that the intellectual property rights of the content developed and delivered by IIM Kashipur are protected. This could be through technological measures combined with proper End User License Agreement (EULA) between the partner and the participant. Also, internally it should be protected through appropriate contracts and organizational processes. Copies of the EULA and the Employment contract to be provided, along with a description of the organizational processes put in place to protect the intellectual property rights of IIM Kashipur.
- 7.6 The recorded lectures and all other academic content developed and delivered by IIM Kashipur are the intellectual property of IIM Kashipur. The bidder shall handover the recorded lectures to IIM Kashipur for its internal purpose. The service provider would retain no copy of the recorded lectures once the programme is over. Similarly, the bidder shall handover all the remaining academic content so provided by IIM Kashipur in running this programme back to IIM Kashipur, once the programme is completed.
- 7.7 Permit IIM Kashipur to conduct inspection of studios, classroom and material distributed to participants at reasonable intervals.

7.8 The partner is expected to facilitate the assessment of the participants who require certification, on completion of the programme, by upholding the standards agreed upon under this contract. For this, the partner should adopt necessary technological measures for taking such examinations for the programmes offered by IIM Kashipur. Proofs of these arrangements as available in the technology platform or as facilitated through partnerships with agencies dedicated in providing such services should be enclosed.

7. General Conditions

8.1 The Bidder shall explicitly indicate the compliance or deviation of all clauses, conditions and specifications stipulated in this document. If compliance or deviation for any clause is not explicitly indicated, it will be construed as deviation and scoring would accordingly be provided. IIM Kashipur reserves its rights to amend / modify any of the terms and conditions.

8.2 Details of the bidder's technology fulfilling the requirements of IIM Kashipur should be clearly explained in simple English (without technical jargon), supported by relevant snapshots / screenshots as applicable. A detailed technical description (with jargon) of the technology should be provided in a separate document.

8.3 All pages of the bid document including brochures are to be serially numbered. Also, they should comply with the requirements specified in clause 8.7 of this document.

8.4 The Bidder shall submit the Annual Report for the three-year period (2018-19 to 2020-21), audited Balance Sheet and the Income Tax Returns Certificate for the above-mentioned periods as an evidence of financial stability and status to meet the financial obligations pursuant to the scope of work. If the Bidder is working on a joint venture/collaboration, the details of the same along with the responsibilities of the bidders shall be mentioned. However, the Bidder shall furnish an undertaking on behalf of collaborator/associate/franchisee for the satisfactory performance of the project along with the bid document. However, the bidder will be solely responsible for complying with all the requirements under this NIT.

8.5 The Bidder should give explicit undertaking that the name of IIM Kashipur will not be used by any other, or by the Bidder, in any of the promotional material, nor display the IIM Kashipur name in its premises, in ways detrimental to the brand

image of IIM Kashipur. Any promotional material/displays in connection with this contract must be explicitly approved by IIM Kashipur in writing before use.

- 8.6 The Bidder shall certify that change in ownership is not anticipated in the proposed period of contract. If such a change is anticipated, the scope and effect thereof shall be defined. In the event of such a change and if the future owner/assignee unilaterally repudiates the contract, the facilities provided by the Bidder will become the exclusive property of IIM Kashipur, and no rights, whatsoever, will accrue to such assignee of the Bidder. In addition, IIM Kashipur might also file a suit against the bidder for breach of this clause requesting damages and / or specific performance remedies therefrom.
- 8.7 Bid document with erasures/overwriting/cuttings are likely to be rejected unless authenticated with authorized signatures duly numbered and totalled. Also, it should contain a detailed table of contents and index of all the documents and materials provided therein. The Bidder shall authenticate by putting the signature and seal on each page of the bid document including brochures/pamphlet/write-up, etc.
- 8.8 The valid proposals received will be evaluated by IIM Kashipur to ascertain the best and highest performance bid in the interest of IIM Kashipur. However, this does not bind IIM Kashipur to accept any proposal and reserves the right to reject any or all bids at any point of time prior to the issue of acceptance order without assigning any reasons.
- 8.9 IIM Kashipur reserves the right to appoint any consultant or consultants for evaluation of the bid document.
- 8.10 The bid document, which is prima facie found technically acceptable, will be further analysed for system operational evaluation at IIM Kashipur. The Bidder should arrange for its site demonstration free of cost. IIM Kashipur reserves the right to evaluate operational part of any or all the bids found technically acceptable.
- 8.11 The Bidder shall arrange, at their own expense at IIM Kashipur, to give a presentation/demonstration on their solution after submitting their bid document. The date and time of presentation/demonstration shall be communicated to the Bidders separately by IIM Kashipur. Each Bidder shall be given about 30 minutes for presentation/demonstration. However, IIM Kashipur reserves the right to call for presentation / demonstration for any or all the bid document.
- 8.12 The Bidder shall carefully examine and understand the specifications/conditions in this document and seek clarifications, if required, to ensure that they have

understood all specifications/conditions of bid document. Such clarifications should be sought before submission of bids.

- 8.13 The incomplete bid document, conditional bid documents, bid documents not conforming to the terms and conditions and bids not submitted in the prescribed format are liable for rejection.
- 8.14 Within four weeks from the date of acceptance of the order by the Bidder, the Bidder shall execute a “Master Contract” on stamp paper, purchased at its own cost, with IIM Kashipur at Kashipur in a format to be mutually agreed between IIM Kashipur and the selected Bidder.
- 8.15 In case the bidder makes a misstatement or misrepresentation of fact for any item under this bid document, then IIM Kashipur would reject the application of such bidder. In such a case, IIM Kashipur also reserves the right to blacklist the bidder for a period of ten years from the date of closure of this NIT, and would not allow the bidder to participate in any other bid, either related or unrelated to this bid document, during such period, conducted by IIM Kashipur. If IIM Kashipur comes to know about such misstatement or misrepresentation after the contract has been signed, then it reserves the right to cancel the contract and sue the bidder for damages in addition to blacklisting the bidder for a period of ten years as specified above.
- 8.16 IIM Kashipur reserves the right to reject any or all bid documents and / or cancel the tender / NIT without assigning any reason therefore before its finalization, and the bidders do not get any claim against IIM Kashipur in such circumstances. In such a case the EMD (which is non-interest bearing) would be refunded to the bidder within 90 days’ period.
- 8.17 At any time prior to the last date of receipt of NIT, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the NIT document by an amendment.
- 8.18 On launch of a new programme, a PDD will be floated among the Empanelled Service Provider (ESPs) and the contract will be awarded to the one who offers the best revenue alternative to IIM Kashipur & the number of participants guaranteed. The programme will be offered periodically and the awarded Partner will be responsible for the delivery of the programme for the entire duration of the contract.
- 8.19 The bidder should also agree to be bound by the minimum floor for commercial bid, as specified in Clause 10.2 of this document and must agree to fulfil it in

totality. Any bids not complying with this requirement would be rejected. If after agreeing to this clause, the bidder tries to revoke this undertaking or agrees to pay a revenue share less than the minimum floor, then the contract would be cancelled besides forfeiture of security deposit and IIM Kashipur would initiate legal actions against the bidder seeking both damages as well as specific performance from the bidder. In addition, the bidder would be blacklisted from participating in any procurement process offered by IIM Kashipur for a period of ten years from the date of termination of the contract.

8.20 **RIGHT OF USE AND REPRODUCTION :** The Institute hereby grants ESP a revocable, limited, non-transferable (except insofar as may be necessary to conduct the Program and distribute copies of Program materials to Registered Participants) and non-exclusive right to use and reproduce the Program strictly in accordance with the terms of the Agreement for and in connection with the provision of its interactive distance learning services (Services). The medium or platform through which any additional Program would be transferred within India and abroad would be agreed upon by the Parties from time to time.

8.21 **OWNERSHIP AND RIGHTS**

- a) Except as expressly set forth in this Agreement, the ownership in the Program including all intellectual property rights, background rights, proprietary information, and know-how shall remain the exclusive property of the Institute and ESP shall have no right, title, claim or interest therein whatsoever.
- b) **Unauthorized Use:** ESP shall ensure that it would notify in writing to the Institute any unauthorized use including any misuse of the Program handled by ESP under this Agreement. ESP shall be fully responsible for any misuse of the Program or any other Educational Programme of the Institute. In the event of any violation of this Clause, ESP shall be liable in the manner set forth in this Agreement without prejudice to the other rights that the Institute may have under this Agreement and the law.
- c) **Modifications:** ESP may incorporate and modify the Program as is required subject to necessary written approval by the Institute. However such modifications shall be made only to the presentation of the Program for technical reasons in consultation and agreement with the Institute. It shall, however, be the prerogative of the Institute to accept or reject any such changes. Any modification made without the written concurrence of the Institute shall be, without affecting the rights, claims etc of the Institutue, treated as unauthorized and void.
- d) **Inspection:** To assist the Institute in the protection of its proprietary rights ESP shall permit authorized representatives of the Institute to inspect the Program being used at all reasonable time during normal business hours. During any such

inspection, the Institute may use all reasonable efforts to minimize disruption to the normal business activities of the ESP except when the circumstances necessitate otherwise. The scope of the inspection will include such inspection actions by the Institute that it may deem fit to ensure the quality of the Program and to protect the brand equity of the Institute.

- e) **Copies:** ESP may make copies of Program with the prior written consent of the Institute after appraising the Institute of the number and usage of the same. ESP shall ensure that the copies are not misused in any manner, failing which ESP shall be liable to the Institute for any loss, without prejudice to the other rights that the Institute may have under this Agreement or the law.

8.22 **PROGRAM DELIVERY AND ACCEPTANCE:**

(a) **ACCEPTANCE:** ESP shall specify in details each of the specific deficiencies where the Program fails to confirm or each requirement to which such documentation fails to conform, at the earliest.

(b) **CORRECTION PROCEDURE:** If ESP suggests changes in the Program outline or documentation, the Institute shall respond, preferably within 15 days from the date of such notice and deliver to ESP a corrected version of the Program or documentation that conforms in all material respects to the specification described in the notice. ESP shall thereafter accept the corrected version of the Program or documentation and intimate the same to the Registered Participants.

8.23 **WARRANTY:** The Institute represents and warrants that the Program provided is based on extensive research and conforms to the highest standards for the subject contained therein and that the Program does not infringe the intellectual property rights of any third party. While the Institute will take utmost care to make sure that the Program is free from defects and errors, the Institute hereby agrees to correct any reported errors. Similarly, ESP represents and warrants that it has the necessary expertise, resource, authority etc to execute and perform under this Agreement. ESP further represents and warrants that all statements, information, data, representations etc. made / furnished and being furnished by ESP pursuant to this Agreement are true, correct and complete and it agrees to fully indemnify the Institute in the event of any breach on the part of ESP.

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

of IPR or Confidentiality of the defaulting party and / or under Clause 12 of this Agreement.

8.25 CONFIDENTIAL INFORMATION: Confidential Information: Both the Institute and ESP acknowledge and agree that confidentiality of information and necessary documents will be maintained. Trade secrets, source code investment, details of the Registered Participants and business strategies are confidential and proprietary (“Confidential Information”) and the receiving Party shall not, without the express prior written consent of the disclosing Party, use in any manner other than for the purpose specified. ESP and Institute acknowledge that:

- (i) The restrictions contained in this EoI are reasonable and necessary to protect the legitimate proprietary interest in the Confidential Information of the disclosing Party.
- (ii) ESP shall not disclose, to any other institute or any other person, any details like details of Registered Participants, lecture videos, learning materials and design components about the programmes designed by the Institute, except information already available on a public domain in the website course pages and marketing collaterals. ESP shall be liable to pay losses to the Institute in the event of any violation as determined by the Institute committee on a case-to-case basis.
- (iii) This Agreement imposes no obligation upon either Party with respect to Confidential Information which: (i) is a part of or enters into the public domain; (ii) was already in the receiving Party’s possession prior to the date of disclosure; (iii) is rightfully received by the receiving Party from a third Party without any duty of confidentiality; (iv); is independently developed by the receiving Party without use of the Confidential Information; or (v) is required to be disclosed by operation of law or governmental authority, provided the other party is notified in writing within twenty four hours (24 hours) of such obligation.
- (iv) Notwithstanding anything to the contrary, the details of Registered Participants shall be treated as Confidential Information of the Institute and ESP shall only be considered as the receiving Party in respect of the same.

8.26 MISCELLANEOUS PROVISION

- (i) No joint venture: Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Institute and ESP. Neither Party shall have the power to control the activities and operation of the other Party or bind the other party and their status is and at all times will continue to be, that of independent entities with respect to each other
- (ii) Governing Law: This Agreement shall be construed and enforced in accordance with the law governing such matters in India. The place of conducting Arbitration / seat of Arbitration shall be Kashipur and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision / interim orders passed by the Sole Arbitrator, so appointment by the Director, IIM Kashipur, shall be final and binding on both the Parties.

(iii) Entire Agreement: This Agreement including the proposal ESP has submitted through its technical and commercial documents and other related documents thereof constitutes the entire Agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement signed by both Parties.

(iv) Notices: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

(v) No Waiver: The failure of either Party to enforce any of the provision hereof shall not be construed to be a waiver of the right of such Party therefore to enforce such provision.

(vi) Assignment: This Agreement shall work to the benefit and be binding upon the Parties here and their representatives, successor and assigns provided however this Agreement shall not be assignable by ESP without the prior written consent of Institute and which shall not be unreasonably withheld. In the event, ESP wishes to delegates the performance of any of its obligation hereunder to a third party the written consent of the Institute must first be obtained and the Institute reserves the right to approve all terms of any such-delegation. Purported assignment of delegation by ESP without written consent shall be void and have no effect. Upon such assignment, this Agreement shall also be binding on the third party to the extent applicable. Where ESP has so obtained the Institute's prior consent to assign, ESP shall ensure that such party should execute an Agreement containing all necessary provisions of this agreement so that the character, scope and purpose of this Agreement remains unchanged. ESP remains fully responsible and liable for the performance of the such successor, assignee etc.

(vii) Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who are connected with the Services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

(viii) Headings: The heading of Sections and other subdivisions of this Agreement have been inserted for convenience of reference only and shall not be deemed to constitute any part hereof.

(ix) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all such counter parts shall together constitute but one and the same agreement.

(x) Publicity: ESP shall be permitted to make reference to Institute in its brochures and publicity material relating to the programmes being offered in the manners mutually agreed to from time to time. Institute will permit ESP to use the brand and logo of the Institute for promotion through physical and digital media channels and for this purpose will provide necessary co-operation. However, any misuse or negligence on the part of ESP and / or anybody connected to it, will lead to termination of the contract/ this Agreement.

8. Procedure for Submission of Proposals

9.1 The competitive bidding shall be in two parts: the first part is the preliminary screening, and the second is the technical evaluation.

9.1.1 Preliminary Screening would be done using the format provided in Annexure IV, to ensure that the bidder fulfils all the minimum criteria provided in Part V of this bid document.

9.1.2 The technical bids of only those bidders who qualify under the preliminary screening would be opened. The technical bid shall contain information required as per the checklist in Annexure VII. The bidder has to provide an undertaking to be bound by the minimum commercial requirements as detailed in Clause 10.2 of this NIT. The evaluation of the technical bids would be carried out using the parameters provided in Annexure VI of this NIT. For more information on the scoring for technical evaluation, see Clause 10.3 below.

9.1.3 The consolidated scores of the technical evaluation would be calculated as per the process explained in 10.3 of this NIT and the top three scorers would be empanelled as service providers under this NIT.

9.1.4 All the bid documents shall be submitted in English, in separate sealed envelopes. The preliminary screening documents have to be submitted in an envelope marked as “Preliminary Screening documents for Requirement (Direct to Device) against NIT NO.....”. The Technical evaluation documents shall be placed in a separate envelope marked as “Technical Evaluation Documents for Requirement (Direct to Device) against NIT NO.....”. All these envelopes should be placed in another envelope marked as “Bid documents for Providing Technology, Infrastructure and Marketing

Services for Executive Education Programmes of IIM Kashipur through Blended E-Learning mode Requirement (Direct to Device) against NIT NO.....”.

9.2 Deadline for submission of the NIT shall be **09th November 2021**. The Bids shall be opened at 11:30 hours on the same date, in the presence of those Bidders who choose to be present. The bids received after the above-mentioned date and time shall be rejected. The NIT, which are not sealed as indicated above, shall also be rejected. No request for extension of last date of submission shall be entertained. IIM Kashipur will not be liable for Postal/Courier delay, non-receipt / non-delivery of documents, loss of documents in transit etc. The Bids shall be addressed to:

Store and Purchase Officer
Indian Institute of Management Kashipur
Kundeshwari, Dist. Udham Singh Nagar
Kashipur – 244 713
Uttarakhand (India)

9.3 The proposal should be accompanied by a Demand Draft for Rs. 2,000/- (Rupees Twelve Hundred Only) drawn in favour of Indian Institute of Management Kashipur and payable at Kashipur, towards the non-refundable Cost of NIT Document.

9. Procedure for Submission of Proposals

10.1 Technical Component

- 10.1.1 The Bidder shall submit the Technical Bid as per the details as listed in Annexure-I.
- 10.1.2 Evaluation of the technical bid would be based on the evaluation criteria provided in Annexure - VI.
- 10.1.3 To score the bidders on these criteria members of Technical Evaluation Committee of IIM Kashipur would examine the supporting documents submitted as part of the technical bid, presentation and demonstration of the solution/ services offered and/or physical examination of infrastructure.

10.2 Commercial Component

- 10.2.1 The NITs for empanelment would be evaluated on the merits of the Technical Bid subject to the following commercial requirements:

10.2.2 Revenue for a program would be calculated separately for each individual program as: Revenue for Program = (Number of Participants) x (Participant Fee)

10.2.3 Synchronous Mode of Delivery

	Requirement
Number of Registered Participants (Synchronous)	25 (Minimum)
Fee / Participant / Hours (INR)	1,000 + Tax as applicable

Asynchronous Mode of Delivery

	Less than 10 Participants	10 and Above Participants
Minimum Guaranteed Revenue Per Hour Per Participant	10,000 + Tax as applicable	5,000 + Tax as applicable

10.2.4 Participant Fee for each program would be decided depending on the market situation in consultation with IIM Kashipur. It would include application fees, the programme fees (viz., tuition fees), course pack / course material fees, fees for accessing the library, late payment fees, the marketing fees.

10.2.5 % Share of revenue to IIM Kashipur is for the program design, faculty fees, management of the programme, evaluation, other academic support, etc.

10.2.6 % Share of revenue to IIM Kashipur is subject to the floor of 50:50 (50% IIM Kashipur & 50% ESP) The sharing of revenue is subjected to Clause 11.1 of this NIT.

10.2.7 The successful Partner will be entitled to his share as per the accepted bid on the gross receipts from participants (students) after deducting the cost of books and material, the late payment fees, and the application fees. The successful partner has to make a provision towards the Goods and Services Tax (GST) at the applicable percentage and any other statutory levies at the rates applicable to each payment. IIM Kashipur will raise an invoice for its share of revenue plus the applicable GST, which should be settled by the Partner within 30 days of such invoice.

10.2.8 The fees for campus visit/alumni component shall be collected by IIM Kashipur, and the partner shall not be entitled to a share in this fee.

10.2.9 It is to be noted that IIM Kashipur is fully exempted from Income Tax u/s 10(23C) (iii ab) of the Income Tax Act,1961. For more information, see Clause 11.7 of this NIT.

10.3 Evaluation for Empanelment of Service Providers

Service Providers would be empanelled on the following basis:

10.3.1 The bidder is in agreement with the requirements specified in the Commercial Component. Such agreement has to be demonstrated by providing an undertaking to that effect in the format provided in Annexure-XI.

10.3.2 The technical evaluation would be scored on a maximum of 100 points (refer Annexure - VI for more details). Only those bidders who score a minimum of 70 points would be considered for empanelment. The bidders meeting this threshold point would be ranked on the basis of points scored in the technical evaluation, the highest rank being the bidder with highest score.

11 Procedure for Submission of Proposals

11.1 Terms of Payment:

All fees, including application fee, tuition fee, programme fees (viz., tuition fees), course pack / course material fee, campus fee, alumni fee, etc., shall be collected by Partner. The partner would remit 100% of certain kinds of fees like the campus fee, alumni fee, course pack / course material fee, etc., to IIM Kashipur as they are based on the actual expenses incurred by IIM Kashipur towards the candidates. The remaining portion of the revenue collected by the partner would be shared between IIM Kashipur and the partner, subjected to the floor of 50:50 as provided in Clause 10.2.6 of this NIT. The revenue so shareable between IIM Kashipur and the partner has to be remitted to IIM Kashipur within 30 days of IIM Kashipur raising an invoice for such amount and it should be inclusive of GST tax component applicable to the share of revenue of IIM Kashipur. 1% of the total invoice amount will be applicable as penalty, if an ESP fails to make the payment with in 30 days of IIM Kashipur raising an invoice.

11.2 Performance Guarantee (Bank Guarantee)

11.2.1 The ESP is required to maintain a security deposit of Rs. 5 Lakhs (Rupees Five Lakhs) during the entire tenure of the contract. This amount is to be remitted by the ESP to IIM Kashipur at the time of signing of contract either

in the form of a Demand Draft in favour of '**Indian Institute of Management Kashipur**' payable at Kashipur, or through NEFT payment into **Account Number 33809601691, State Bank of India (IFS Code SBIN0017263), Account Name IIM Kashipur**. No interest is payable on this amount to the ESP. The ESP has to top-up the security deposits every quarter, failure of which would be considered as intention to breach the contract and appropriate actions would be initiated by IIM Kashipur including, but not limited to forfeiting the balance amount in the security deposit, seizure of the facilities set-up by the ESP, termination of the contract, blacklisting of the ESP for a period of ten years and initiating litigation in the court of law for breach of contract. This security deposit would be used for the purposes specified below.

11.2.2 In the event of either delay in the execution of the contract or non-performance/infringement of IPR of IIM Kashipur during the period of contract, the penalty will be levied against the same at the sole discretion of IIM Kashipur.

11.2.3 A minimum connectivity (uptime of 99.5%) during the classes is expected for all sessions (Device to device/ end user). Performance would be evaluated based on the criteria agreed in the signed contract. A periodic review of the performance of all the services (quarterly) would be evaluated and shared by IIM Kashipur in quarterly review meetings.

11.3 Damages for Loss of Intellectual Property Rights of IIM Kashipur

In so far as education is concerned, both Parties must be sincere and honest. ESP shall assume responsibility and indemnify the Institute if any of the lecture content of those programmes completed by the Institute is lost, or misused or infringed by ESP and shall be fully responsible and liable to pay full and adequate monetary compensation sought by any aggrieved person/party, without prejudice to any other right that the Institute has under the law or this Agreement. ESP shall indemnify, defend and hold the Institute fully harmless against all liabilities, damages, losses, costs or any expenses (including without limitation, lawyers' fees and expenses) arising out of any claim, suit or proceeding by any third Party alleging that the Services provided under this Contract violate or infringe any Intellectual Property. If the intellectual property rights belonging to IIM Kashipur are compromised, including if they are lost, stolen, misused, misappropriated, copied, distributed, posted, shared, and circulated due to the responsibility of the partner or ESP, then the partner agrees to compensate IIM Kashipur to the extent of INR 5,000/- per slide of presentation content that is so compromised,

INR 10,000/- per page of document that is so compromised and INR 5,000/- per minute of audio and / or video content that is so compromised. In addition, the partner and the ESP also agrees to pay a fixed sum of damages to the extent of INR 1,00,000/- per instance of such compromise. In addition, IIM Kashipur also reserves the right to initiate criminal suit for breach of confidence and misappropriation of confidential information / data. This clause would survive for a period of three years after the termination of this contact. This amount would be adjusted from the security deposit maintained by the ESP with IIM Kashipur as per clause 11.2, after providing due notice in this regard.

11.4 Documentation

11.4.1 All documentation with regards to the technical specifications shall be supplied in CD/USB and also in printed media.

11.4.2 Two copies of original comprehensive manuals shall be supplied for each system/subsystem along with the equipment, even if the equipment is operated by the personnel of the ESP. Wherever, as a standard practice, only one original manual is being supplied, a true copy of the same shall also be supplied.

11.4.3 Individual comprehensive training manual shall be given to the faculty participants of the training at the time of training.

11.4.4 The ESP shall supply disaster recovery plan/contingency plan for the whole system before acceptance of the system.

11.5 Validity

The Bidder shall keep valid the offer for three calendar months from the last date of submission of proposal.

11.6 Taxes and Duties

IIM Kashipur is fully exempt from income tax as mentioned in clause 10.2.9. All taxes and duties as applicable shall be borne by the partner. The partner shall be solely responsible for arranging the foreign exchange release and import license for any materials, components, bought out items that may be required to be imported for the purpose of performing the work under this proposal.

11.7 Training

11.7.1 A detailed technical training including both theory and practical, shall be conducted for the faculty members at IIM Kashipur, on the concept, configuration, operation, testing and maintenance of all hardware, software, network and other systems / sub-systems as applicable without any extra

cost to IIM Kashipur. The ESP shall bear the travelling, boarding and lodging cost related to its own personnel including the trainers.

11.7.2 The ESP shall indicate the course content of such training for the IIM Kashipur's review along with the offer.

11.7.3 The ESP shall provide extensive lecture notes, handouts and other training documentation related to the technology to faculty members participating in the training.

11.7.4 If IIM Kashipur requires similar additional training at any time, the ESP shall provide the same at no extra cost.

11.8 Redundancies and Disaster Recovery:

The ESP shall specify the extent of redundancy provided at each component of the proposed system, for ensuring trouble-free high-quality service delivery. In the event of a site failure, the ESP should specify an alternate site from where services can be continued till such a time the original facility is restored.

11.9 Force Majeure

Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Agreement upon immediate written notice without any penalty or liability. However the existing liabilities of the Parties and the Institute's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

11.10 Indemnity

The ESP shall indemnify the IIM Kashipur and be liable for any loss due to malfunctioning of the equipment under the project.

11.11 Arbitration

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

11.12 Termination

11.12.1 Termination for Convenience: Either party may terminate the contract for convenience at any time during its valid term by issuing a notice for the termination of contract. However, this option cannot be exercised while a programme is in process. If the contract is terminated for reason of the convenience of the ESP / the Partner, then in such event as promptly as practicable, but not more than 30 days, the ESP / Partner shall (i) pay all sums due to IIM Kashipur, (ii) cease using Programmes including, but not limited to, the title of the programme, the reading materials provided as part of the programme, the presentation material provided as part of the programme, the video and other supplementary material required for the programme which were provided by IIM Kashipur, as well as any marketing literature created for the programme, and (iii) return all copies of Programmes and all written materials and all physical embodiments of Programmes or any portion thereof to IIM Kashipur. However, if ESP is terminating the contract as per clause 8.6, the facilities will be transferred to IIM Kashipur at no cost. If the contract is terminated for reason of IIM Kashipur's convenience, then in such event as promptly as practicable, IIM Kashipur shall deliver all the ordered and accepted Programmes and such termination shall be effective only upon successful completion of all the Programmes being conducted hereunder.

11.12.2 TERM

This Agreement shall come into force from the date of its execution and remain in full force and effect for a term of TWO YEAR ONLY, unless terminated as per the

terms of this Agreement. The Agreement may be renewed for further period on such terms and conditions as may be mutually decided by the Parties.

11.12.3 **TERMINATION**

- (i) This Agreement may be terminated in whole or in part, by either Party in the event of a material breach by a Party that is not cured within thirty (30) days of a notice from the non-breaching Party.
- (ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.
- (iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

Annexure I

TECHNICAL SPECIFICATIONS

A. Product Description

The technology and the product / service provided by the bidder should have at least the following features.

- i. Ability to convey quality management education across a large geographical area without the faculty member being physically present in those locations.
- ii. Provide two-way audio and video transmission from the faculty member to the students (for lectures) and back from students to faculty members (for feedback, queries and class participation activities with prior permission of the faculty member / presenter).
- iii. The audio transmission should be capable of providing stereo sound quality with zero distortion and zero voice loss.
- iv. The video of high quality with at least 1024 x 720p resolution should be transmitted at the rate of at least 20 - 25 frames per second.
- v. In addition to the audio and video transmission, the technology should have capabilities to transmit the presentations, and other teaching aids for the participants.
- vi. The ability to manipulate the presentations remotely by the faculty member, including but not restricted to pointers being directed, highlight certain areas as important and drawing their attention, demonstrate videos within the presentations, play audio clips within the presentations, etc.
- vii. Capability to have whiteboard / blackboard integrated into the technology.
- viii. Ability to take attendance of the participants taking part in the session and also periodically monitoring the attentiveness of the participants during the session.
- ix. Ability to conduct polls during the classes / sessions, as well as demonstrate the results of such polls instantly to the entire audience.
- x. Ability to conduct surprise quizzes during the session in the multiple-choice formats, with solutions being displayed, after the quiz is complete, to the entire class.
- xi. Ability to ask a student to present a thought to the entire class, in which case, the others during the session including the faculty member becomes the audience. This

is to be facilitated with two-way audio and video transmission capabilities at the student's end.

- xii. Ability to record the video and / or audio of the lectures during the session, the control of which is to be provided to IIM Kashipur and the faculty member.
- xiii. Ability to transmit the recorded audio and / or video at the request of the student or the bidder, only with the prior approval of IIM Kashipur. In this case, the ability to control and monitor the same is to be accorded to the faculty members and the management of IIM Kashipur.
- xiv. Ability to access the facilities remotely, using a laptop and an internet USB dongle / data card / mobile data plan, in order to carry out the session without failure even during travel.
- xv. Ability to upload and download documents, presentations, videos, audios, etc., both by the students as well as the faculty members, as suggested and as required by the programme.
- xvi. Ability to monitor and control the usage permissions and capabilities of all the participants through periodical reports being generated as well as being presented in the form of dashboards to respective faculty members as well as the management of IIM Kashipur.

B. Others

Free upgrades of all the relevant hardware / software tools.

Annexure – II
COMMUNICATION FACILITY

A. Connectivity

- i. Ready to use real time broadband or other modes of connectivity required for delivering the product features as specified under **Annexure I**, as well as to receive students' voice and data (two-way data, voice and video), with zero-time lag for video and lossless audio and data transmission.
- ii. Broadband or other modes of network for seamless integration of video, voice and data
- iii. Analog / digital phone connections for fault logging

Annexure – III

ON-THE-GO CLASSROOMS

A. Remote on the go Classrooms

In order to provide the product features specified at **A)** in **Annexure I**, the bidder should be able to provide all the necessary software components as required and mandated by the technology platform. All the necessary software components required at the remote / geographically dispersed on-the-go classrooms need to be provided by the bidder. These components could be, but not restricted to, the following:

- Live video broadcast with multicast for text, data, quizzes etc.
- Interactive features should include:
 - Live return audio
 - Call facility (to ask question)
 - Instructor alert facility (to anonymously indicate difficulty in understanding)
 - Application share facility
 - Caller Picture
 - Prepared questions
 - Pop-up questions
 - Quizzes
 - Immediate student data response for instructor
 - Live result viewing by entire class
 - Store student responses for later analysis
- Relevant communication software
- Systems for managing all voice and data transmission between a participant and the instructor

The bidder in the technical bid document, needs to specify all the software components, with the brand name (with alternatives if any) with the model's number / name.

Annexure – IV

**PRELIMINARY SCREENING APPLICATION FOR PARTICIPATING IN TENDER FOR
EMPANELMENT OF SERVICE PROVIDERS TO PROVIDE TECHNOLOGY,
INFRASTRUCTURE & MARKETING SERVICES FOR EXECUTIVE EDUCATION
PROGRAMMES OF IIM KASHIPUR THROUGH DIRECT-TO-DEVICE MODE**

Preliminary Screening Application		
S. No.	Questions	Responses
1.	Name of the Organization	
2.	Address and Contact Number of the Organization	
3.	Name, Designation and Contact Details of the person providing the information	
4.	Existence Since (Provide registration details along with a copy of the certificate)	
5.	Number of years in this business (Please provide information about the growth of your organization in this business in a separate sheet)	
6.	Number of Students & alumni trained by the Organization	Existing:
		Past:
7.	Tie-ups with other institutions (Please provide information about the clients in the format provided in Annexure VIII)	
8.	What kind of technology are you using for your business (Please elaborate in a separate sheet, the nature of technology and its impact on the audio, video and data transmission over the communication technology and network)	

9.	Nature of Technology	Synchronous:	Asynchronous:	Both:
10.	Type of Delivery of Programmes	One-2-One	(Studio to Direct Device)	
11.	Financial Position for the last 5 years (Please indicate clearly, the units you are mentioning) (Please refer Clause 5.5 of the bid document). Also attach Annexure-VII of this NIT along with your preliminary screening documents	Annual Turnover	Net Worth	
		2017-18		
		2018-19		
		2019-20		
		2020-21		
		2021-22 (Up to Aug'21)		
		12.	Does the financial position listed under the above question include the details of group companies	Yes
No				
13.	If you have answered Yes to the above question, then please attach the Board resolutions of both the group company as well as the participating company authorizing the bidder to participate under this bid document (Please refer Clause 5.5 for more details)	Provided		
		Not Provided		
14.	Organizational Capabilities (Please provide the resumes of key personnel in each area below)			
	Total Number of Staff			
	Total No. Engineers or Technicians			

	Total No. of Marketing Personals				
	Total No. of Managerial Personals				
	Total No. of other support staff				
15.	Maximum number of devices that can connect to the server to access the content and the lecture provided by IIM Kashipur without any loss either to the content or to the lecture				
16.	Do you have the necessary approvals from the government or from appropriate statutory authorities for carrying on this business (Please provide a copy of the approval letters for the same)? Refer Clause 5.4 for details	Yes			
		No			
17.	What is the nature of your right over the? Refer Clause 5.2 read with Clause 8.6 for details.	Self-Developed		Franchise	
		Bought		Licence	
18.	Are you willing to demonstrate the technology and the solution thereof at IIM Kashipur premises post 30th September 2021 Refer Clause 5.7 for more details?	Yes			
		No			
19.	List out the top 6 features of your technology	1			
		2			
		3			
		4			
		5			
		6			

20.	Please provide snapshot images of all the important features of the technology in a separate document. Refer Clause 8.2 for details.	Provided	Not Provided
21.	Classroom Centre Infrastructure Capabilities. Refer Clauses 5.8 & 5.9 for details.		
	Maximum Number of Devices that can be connected at any given point of time		
22.	Type of Compatible Device	Android	
		Mac/iOS	
		Windows	
		Blackberry	
		Any Other (Specify)	

Part 2 – Course Management within the Platform

23.	Does the platform provide an option to upload course outline on to it?	Yes	
		No	
24.	Does the platform provide an option to edit the course outline?	Yes	
		No	
25.	Does the platform allow the instructor to edit the contents and coverage?	Yes	
		No	
26.	Does it allow us to edit the schedule of the programmes in terms of dates?	Yes	
		No	
27.	Does it allow the instructor to edit the duration of the programme?	Yes	
		No	
28.	Does it allow for rescheduling of classes for any reason?	Yes	
		No	
29.	Does it allow for cancellation of classes for any reason?	Yes	
		No	

30.	If the classes are either cancelled or rescheduled, does it automatically generate an email message to all the participants of the class?	Yes	
		No	
31.	Does it provide a calendar facility highlighting all the important dates of the courses/Programs?	Yes	
		No	
32.	Does it allow IIM Kashipur to upload the files into courses for each session?	Yes	
		No	
33.	Does it allow IIM Kashipur to upload all the relevant reading materials, presentation material, cases, exercises, problems, assignment materials, etc., at the beginning of the course and release it according to the schedule?	Yes	
		No	
34.	Does it allow IIM Kashipur to create folders to save the material for each session therein?	Yes	
		No	
35.	Does it allow IIM Kashipur to upload presentation material for class purpose?	Yes	
		No	
36.	Does it allow the students to access the presentation material for self-study purposes?	Yes	
		No	
37.	Does it allow IIM Kashipur to post exercises after the class as assignment material?	Yes	
		No	
38.	Does it allow IIM Kashipur to receive the completed assignment from all the students before the deadline?	Yes	
		No	
39.	Does it compile all the solutions to the assignment mentioned in the previous question into a folder?	Yes	
		No	

40.	Does it mail the folder compiled in the above question to the faculty member automatically?	Yes	
		No	
41.	Does it allow you to post solutions for the assignment problems after the deadline is complete?	Yes	
		No	

Part 3 – Delivery Management

42.	Describe the Prominent features / areas of the delivery system of your technology (Please provide a snapshot of each of these components in a separate document). Refer Clause 8.2 for details.	Provided	
		Not Provided	
43.	What is the minimum and maximum resolution of the video section?	Minimum Resolution	
		Maximum Resolution	
44.	Can the Video Section be resized?	Yes	
		No	
45.	Can the video section be placed at a different location?	Yes	
		No	
46.	What is the resolution of the presentation section?	Yes	
		No	
47.	Can the presentation section be resized?	Yes	
		No	
48.	Can the presentation section be placed at a different location?	Yes	
		No	
49.	Does the platform have an in-built white board which can be used for clarifying concepts?	Yes	
		No	
50.	If you answer yes to the previous question, please list all the hardware and software	Provided	

	components required to have an effective and seamless white board usage. Refer Clause 8.2 for details.	Not Provided	
51.	Can the students use the virtual white board to seek clarifications?	Yes	
		No	
52.	Can the students be asked to use the virtual white board to present something as part of class participation?	Yes	
		No	
53.	Can the students appear through video while asking question?	Yes	
		No	
54.	Can students ask questions by typing it out in a chat message?	Yes	
		No	
55.	Please provide a snapshot image of the feature described in the previous question.	Provided	
		Not Provided	
56.	Does the platform allow for involving the students in group assignments?	Allow	
		Doesn't Allow	
57.	Does the platform allow for the students to make presentations as a follow up of their group assignment?	Allow	
		Doesn't Allow	
58.	Does the presentation mentioned in the previous question become visible only to the faculty member or to the entire audience?	Faculty Member Only	
		Entire Audience	
59.	Can the faculty member create groups among students for handing out the group assignments within the platform?	Yes	
		No	
60.	Can the faculty member restrict the access for discussion only to the groups created through the platform?	Yes	
		No	
61.	Does the platform allow for discussion among the group	Yes	

	members while carrying out group assignments?	No	
62.	Can the faculty member upload website links for further readings to be done by the students?	Yes	
		No	
63.	Can the faculty member play videos on the platform as part of the class discussions?	Yes	
		No	
64.	Can the faculty member play videos from online sites as part of the class discussion?	Yes	
		No	
65.	Can the faculty conduct polls as part of the discussion?	Yes	
		No	
66.	Can the students present answers be using the platform for polls conducted by the faculty member?	Yes	
		No	
67.	Can the faculty member see the result of the polls so conducted in the above question?	Yes	
		No	
68.	Can the faculty display the results of the poll mentioned in question 66 to all the audience?	Yes	
		No	
69.	Can the faculty member record the attendance of the students present in a particular session?	Yes	
		No	
70.	How can the faculty member ensure that the students who have logged on to the platform is actually attending the lecture? Please elaborate your answer in a separate document?	Provided	
		Not Provided	

Part 4 – Examination Management

71.	Please elaborate on how the platform facilitates the examination process for	Provided	
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	courses delivered through the platform in a separate document.	Not Provided	
72.	Does the platform have a separate module for conducting examinations?	Yes	
		No	
73.	Can the question paper be prepared on the platform?	Yes	
		No	
74.	Can the question paper be administered on the platform?	Yes	
		No	
75.	If it can be administered on the platform, how does the platform ensure that the students are not copying? Elaborate your response in a separate document with relevant snapshot images.	Provided	
		Not Provided	
76.	Does the platform allow the faculty member to administer Multiple-Choice Questions?	Yes	
		No	
77.	Can essay type questions be administered on the platform?	Yes	
		No	
78.	Does the platform facilitate numerical based questions be answered through the use of spreadsheets?	Yes	
		No	
79.	Does the platform facilitate for the students making presentation as part of the examination?	Yes	
		No	
80.	Does the platform allow adaptive questions like match the following or multiple correct answers, etc.?	Yes	
		No	
81.	Will the platform automatically correct the Multiple-Choice Questions?	Yes	
		No	
82.	Will the platform display the results of the Multiple-Choice	Yes	

	questions after the examination is completed (For the students to know what the right answers are)?	No	
83.	What are the alternative modes of declaring results using the platform? Please elaborate your response in a separate document with relevant snapshot images?	Provided	
		Not Provided	
84.	Does the platform facilitate taking feedback from the participants about the quality of the course?	Yes	
		No	
85.	Does the platform facilitate taking feedback from the participants about the quality of the platform?	Yes	
		No	
86.	Does the platform facilitate taking feedback from the participants about the quality of the entire user experience and learning experience?	Yes	
		No	
87.	Does the platform check for plagiarism for the answers provided by the students?	Yes	
		No	
88.	Does your business proposition to IIM Kashipur allow you to conduct the examination at a centralized location with students being physically present and then being administered the examination? Refer Clause 7.8 for details	Yes	
		No	
89.	Please elaborate on the system adopted for the appointment of invigilators to monitor the examination at various centres. Refer Clause 7.8 for details.	Provided	
		Not Provided	
90.	If you answered yes for the previous question, how do you	Provided	

	ensure that malpractices are not committed by students? Please elaborate your answer in a separate document.	Not Provided	
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Part 5 – Other Facilities within the Platform

91.	Does the platform provide support for discussion forums?	Yes	
		No	
92.	Does the platform provide support for message board?	Yes	
		No	
93.	Does the platform provide support for emails between participants and the faculty member?	Yes	
		No	
94.	Does the platform provide support for emails among students?	Yes	
		No	
95.	Does the platform provide support for blogs and other wiki services?	Yes	
		No	
96.	Does the platform allow the students to protect their privacy?	Yes	
		No	
97.	Does the platform allow the students to change their profile?	Yes	
		No	
98.	Does the platform allow the students to upload their photograph as part of their profile?	Yes	
		No	
99.	Does the platform allow students to change their passwords?	Yes	
		No	
100.	Does the platform provide a calendar service?	Yes	
		No	

Part 6 - Administration of the Platform and Learning Experience

101.	Who maintains the administrative privileges of the platform?	IIM Kashipur	
		Service Provider	
102.	Who creates the User IDs?	IIM Kashipur	
		Service Provider	

103.	Who can edit the User IDs/	IIM Kashipur	
		Service Provider	
104.	Who can edit the student privileges?	IIM Kashipur	
		Service Provider	
105.	Can IIM Kashipur control the activities of class?	Yes	
		No	
106.	Can IIM Kashipur block students from being part of the lecture, as a disciplinary measure?	Yes	
		No	
107.	Can IIM Kashipur block interactions between students?	Yes	
		No	
108.	Can IIM Kashipur control the synchronicity / asynchronicity of the data being transmitted through the platform?	Yes	
		No	

Part 7 – Technical Requirements

109.	Provide a complete list of hardware components required to operationalize the platform as required under Annexure I, Annexure II, and Annexure III . Also explain the reason for going for it. Please provide this in a separate document.	Provided	
		Not Provided	
110.	Provide a complete list of software programs required to operationalize the platform as required under Annexure I, Annexure II and Annexure III . Also explain the reason for going for it. Please provide this in a separate document.	Provided	
		Not Provided	
111.	Elaborate on the space requirement for the software program to be installed on the device at the participant's end (to be provided in MBs).	Android	
		Mac/iOS	
		Windows	
		Blackberry	
		Specify any other	

112.	Does the platform provide for encryption of the data being transmitted on it?	Yes	
		No	
113.	If you answered yes question 112, please elaborate on the level, nature and extent of encryption carried out by the platform. Please provide this in a separate document.	Provided	
		Not Provided	
114.	If you answered no question 112, please elaborate on the measures taken to ensure data integrity as well data security. Please provide this in a separate document.	Provided	
		Not Provided	
115.	Do you provide storage space for the course content?	Yes	
		No	
116.	If you answered yes for the previous question, please elaborate on the storage capacity, security and other details. Please provide this in a separate document.	Provided	
		Not Provided	
117.	If you answered yes question 115, please elaborate on the back-up systems in place to ensure safety of the data uploaded. Please provide this in a separate document.	Provided	
		Not Provided	
118.	In case of data loss, how would you intervene in getting the data restored for IIM Kashipur. Please provide this in a separate document.	Provided	
		Not Provided	
119.	What is the minimum bandwidth of the internet (in kbps / mbps) required to		

	provide the following features / services at the optimum level for the faculty and the student without causing any time lag and distortions?		
120A.	Video + Audio + Presentation + Chat + Whiteboard	Faculty	
		Student	
120B.	Audio + Presentation + Chat + Whiteboard	Faculty	
		Student	
120C.	Audio + Presentation + Chat	Faculty	
		Student	
120D.	Audio + Presentation	Faculty	
		Student	
120E.	Video + Audio + Presentation + Chat	Faculty	
		Student	
120F.	Video + Audio + Presentation	Faculty	
		Student	

Part 8 – Legal Matters

121.	Please provide details about the ownership of the Technology you intend to implement at IIM Kashipur.	Self-Created	
		Bought	
		Licensee	
		Franchisee	
122.	If you have answered Licensed /Franchised, then please indicate its nature	Exclusive	
		Non-Exclusive	
122A.	If you have answered Licensed / Franchised to question no 121, then please provide a copy of the license / franchise agreement as the case may be	Provided	
		Not-Provided	
123.	Have to procured all the necessary licenses / permissions from the relevant government / statutory body for providing this service to IIM Kashipur. Refer Clause 5.4	Yes	
		No	
		License not Required	

124.	If you have answered Yes question 123, then please provide a copies of license document	Provided	
		Not Provided	
125.	Please elaborate on the measures put in place by you to ensure the privacy of the participants attending this exercise, in a separate document	Provided	
		Not Provided	
126.	Please elaborate on the measures put in place by you to ensure that the intellectual property of IIM Kashipur is safeguarded, in a separate document. Refer Clauses 7.5 & 7.6 for details.	Provided	
		Not Provided	
126A.	Please provide copies of the End User License Agreement (EULA) executed between the partner and the participants to safeguard the Intellectual Property Rights of IIM Kashipur. Refer Clause 7.5 for details.	Provided	
		Not Provided	
126B.	Please provide copies of the Employment Contract executed between the partner and his employees / vendors / franchisees to safeguard the intellectual property rights of IIM Kashipur. Refer Clause 7.5 for details.	Provided	
		Not Provided	
127.	Please elaborate on the measures put in place to measure Service Quality, Vendor Relationship, and Upkeep of the Facility installed at IIM Kashipur campus in a separate sheet. Refer Clause 7.1 for details.	Provided	
		Not Provided	
127A.		Provided	

	Please provide copies of Service Level Agreement, Vendor Contracts and Annual Maintenance Contracts.	Not Provided	
128.	Please provide a draft agreement you want to sign with IIM Kashipur for this partnership.	Provided	
		Not Provided	
128A.	Do you agree to provide all the technical, operational and training manuals as required under Clause 11.5 of this NIT within one week of receiving the work order?	Agree	
		Not Agree	

Part 9 – Marketing of Programmes and Other Matters

129.	Would you provide assistance in terms of marketing the programme? Refer Clause 7.2 for details.	Yes	
		No	
130.	If you agree to provide assistance in terms of marketing the programme, what are the roles that you intend to carry out without any intervention of IIM Kashipur. Please elaborate on this in a separate document. Refer Clause 7.2 for details.	Provided	
		Not Provided	
131.	Would you agree to guarantee a minimum number of students per course for IIM Kashipur? Refer Clause 7.3 read with Clause 8.19 for details	Yes	
		No	
132.	If you answer yes to question 131, what would be the number of students that you would guarantee for		

	programmes of the following durations. Refer Clause 3.1 & 10.2.3 for details. Medium Duration Programs Short Duration Programs Management Development Programs		
133.	During the tenure of the contract, would you allow us to use the physical infrastructure for any other purposes other than EDP as decided by IIM Kashipur.	Yes	
		No	
134.	After the agreement period is complete, would you allow us to retain the establishment with us.	Yes	
		No	
135.	Please elaborate on your presence in Africa, Middle East, and East Asia Regions for marketing the programmes of IIM Kashipur. Also please elaborate on your strategy for these regions in a separate sheet.	Provided	
		Not Provided	

Annexure V**CHECKLIST OF DOCUMENTS TO BE INCLUDED AS PART OF THE TECHNICAL BID**

(To be used for conducting technical screening of the bids)

S. No.	Particulars	Provided with the Bid Document (Tick if Yes, or leave blank for No)	Page number within the document
1	Covering Letter		
2	Original Bid Document in Annexure-IV and Addendum issues, if any, stamped and signed by the Authorized Signatory		
3	Detailed technical proposal covering all components as mentioned in Annexure-IV		
4	Copies of necessary approvals and licenses from the government (see Clause 5.4 for more details)		
5	Incorporation certificate, Copies of PAN, GST and other statutory documents (Refer Clause 5.1)		
6	Annual turnover statement as per proforma in Annexure VII		
7	Audited Financial Statements for the last three financial years (See Clause 5.5)		
8	Statement of compliance with features specified in Annexure I to III , in Annexure - IX		
9	Proforma of Commitment of prior experience of the bidder as per Annexure - VIII		

10	Prior Experience in providing similar service / technical assistance / product delivery to be supported by copies of Work Contracts, Work orders, Experience Letters, Letters of Intent, Completion Certificates, etc., (see Clause 5.1) to support the claim.		
11	Certificate of ownership / rights under a licensee / franchisee arrangement with specific right to license it to IIM Kashipur under this NIT. Also, this certificate should contain the provisions to update / upgrade the technology periodically at no extra cost to IIM Kashipur (See Clause 5.2)		
12	Certificate indicating that there would be no change of ownership of the technology and / or the company during the life of this contract		
13	Copies of service level agreements, vendor contract, and annual maintenance contracts guaranteeing 99.5% uptime of other covenants under this document		
14	Details of bidder either self-owned / leased / on franchisee basis, technology capable of high-speed audio and video transmission facility to on-the-go devices of the programme to at least 100 participants (See Clause 5.8)		

15	Details of the programs conducted for another reputed business schools along with a copy of the work order (See Clause 5.3)		
16	Details of the technology as required in Annexure I, II and III, both in simple English and with technical details.		
17	Undertaking that the name of IIM Kashipur would not be used in ways detrimental to its brand image.		
18	Undertaking to comply with the minimum commercial requirements as per the format provided in Annexure XI		
19	Content of the training program and the duration of the training program		
20	Details of the standards of the infrastructure agreed to be provided to the students under this NIT		
21	Technological measures adopted to protect the Intellectual Property Rights of IIM Kashipur		
22	Copies of the End User License Agreements, Employment Contract, and the organizational processes put in place to protect the IPR of IIM Kashipur		
23	Details of the redundancies and disaster recovery plan for the technology and the facilities installed at IIM Kashipur		

24	Certificate for NIT documents downloaded / received by email from IIM Kashipur website as the format provided in Annexure - X of this NIT, along with bid form fee of <u>INR 2,000/-</u> by way of a demand draft drawn in favor of the Indian Institute of Management Kashipur, payable at Kashipur.		
25	Earnest Money Deposit as mentioned in the Table on page 1, of this NIT in the form of a demand draft of INR 20,000/- (Twenty Thousand) in favor of the Indian Institute of Management Kashipur, payable at Kashipur.		

Annexure – VI

EVALUATION CRITERIA FOR ASSESSMENT OF ENTRIES / APPLICATIONS

The evaluation of bids would be carried out in **two parts**.

PART 1 – Preliminary Screening

Preliminary screening would be carried out using the format provided in **Annexure IV**. This stage would look at the fulfilment of basic qualification criteria set out in Clause 3.0 of this bid document. The bids of only those bidders who fulfil these qualification criteria would be processed further; else it would be rejected at this stage itself.

PART 2 – Technical Evaluation (Satisfactory/ Non- Satisfactory)

Technical Evaluation would be carried out using the documents provided by the bidder as per **Clause 10.1.1** of this NIT. The scoring would be awarded based on the criterion listed in this Annexure as per the procedure / process provided in **Clause 10.1.3** of this NIT.

1. Product Features: (Satisfactory/ Non- Satisfactory)

The product features would be assessed based on the following guidelines:

- Fulfilment of the basic product features as specified in Annexure I
- The product interfaces
- The ease of use of the product features
- Seamless integration of various features within the product interface
- Lossless streaming of video and audio
- The storage space, security and the terms and conditions of usage for the participants
- Innovative concepts being part of product features

2. Technological features: (Satisfactory/ Non- Satisfactory)

The technological features would be assessed based on the following guidelines:

- The ownership of the technology or clear rights of the technology
- Necessary licenses and approvals from statutory authorities
- The nature of technology in light of the technological advancement in the country
- The rate of data as well as audio and video transmission on the technology, given the constraint of bandwidth
- Lossless streaming of video and audio capabilities on technical front

- Energy efficiency and less resource consumption by the technology would be given high priority
- Effectiveness and ease of installing, operating and maintaining the technology
- Regular upgradation / updation of technology
- Integration of hardware and software to provide a seamless experience, both for the instructor as well as to the participants
- Innovative features on technological front

3. Business Aspects: (Satisfactory/ Non- Satisfactory)

- Prior experience of setting up and running similar programmes for institutes of similar repute
- Number of branches for facilitating the operational requirements as required by this tender document
- Organizational strength including qualification, experience, and expertise of technical personnel including technical support personnel, marketing personnel and managerial personnel
- Capabilities and prior experience for assisting IIM Kashipur in marketing its programmes
- Minimum number of students committed for programmes specified in Part 9 of **Annexure IV**
- Capabilities to deliver up-to-date information to IIM Kashipur about the market conditions for different programmes
- Prior business relations successfully executed and abandoned / terminated in this business
- Financial Strength
- Performance feedback from previous clients

Annexure – VII**PROFORMA OF ANNUAL TURNOVER STATEMENT**

NIT No:

Name of the Bidder:

Bidder shall indicate herein his annual turnover during the preceding 03 years based on the audited balance sheet / profit and loss account statement, including the position of his net worth using the following table. The amounts need to be in Rupees.

Particulars	2017-18	2018-19	2019-20
Annual Turnover			
Gross Profit			
Net Profit / (Loss)			
Reserves			
Share Capital			
Accumulated Losses			
Net Worth			
Capital Employed			

Average Annual Turnover during the last three financial years: Rs.....

NOTE:

The following documents needs to be submitted by the bidder along with this NIT. In addition to these, the documents mentioned in Clauses 5.5 and 8.4 of this NIT are also to be submitted.

1. Copies of audited balance sheet with Profit & Loss account statement for last 3 years (2017- 18 to 2019-20). (In case of group companies, the copies of audited Balance Sheet and Profit & Loss account of the entire group should be submitted, in which case, the above table needs to be separately filled in for the bidder company and all the group companies who are bidding jointly for this bid, after which, a consolidated table for the entire group should be provided and the average annual turnover for the consolidated table alone should be calculated. Clear indications of the same should be provided in format)
2. Copies of annual returns for the last 3 years (2017-18 to 2019-20)
3. Copies of Income Tax returns for the last 3 years (2017-18 to 2019-20)

(Stamp & Signature of Bidder)

Annexure –VIII**PROFORMA OF COMMITMENT OF PRIOR EXPERIENCE AS PER TENDER**

NIT NO:

Name of the Bidder:

Description	Client 1	Client 2
Name of the Client		
Address of the Client		
Name, phone, mobile, fax, and email of the Contact person		
Name		
Phone		
Mobile		
Fax		
Description of the work carried out for the Client		
Value of the Contract (In Rs.)		
Type of Contract		
Year of Commencement of Contract		
Tenure of the Contract		
Stage of the Contract		
Type of Execution (Direct/Outsourced)		
Any Other Information		
Remarks/Comments		

Note: The Bidder can use multiple copies of this document to provide details about their clientele. Also note that the clients may be contacted as part of the technical evaluation for this tender.

Annexure –IX

PROFORMA OF COMPLIANCE TO NIT REQUIREMENT

NIT NO:

Name of the Bidder:

We confirm that our Bid complies with the broad scope of work defined in **Annexures – I, II & III** without any exceptions. We have serially numbered and signed the entire bid document and we have created a detailed table of contents and index for the same as required.

(Stamp & Signature of Bidder)

Annexure – X

**CERTIFIED FOR TENDER DOCUMENTS DOWNLOADED FROM
INDIAN INSTITUTE OF MANAGEMENT KASHIPUR WEBSITE OR CPPP PORTAL**

In case the tender document is downloaded from the website, a declaration in the following proforma has to be furnished:

‘I..... (Authorized Signatory) hereby declare that the tender Document submitted has been downloaded from the website <http://www.iimkashipur.ac.in/> or <http://eprocure.gov.in/epublish/app> and no addition / deletion/ correction has been made to the said tender form downloaded. I also declare that I have enclosed a Demand Draft No. dated for Rs. 2,000/- (Rupees Two Thousand only) drawn in favour of Indian Institute of Management Kashipur payable at Kashipur towards the non-refundable cost of “Tender Form along with the NIT documents to Provide Technology Infrastructure & Marketing Services for Executive Education Programmes of IIM Kashipur Through Direct-to-Device Mode.”

In case at any stage, it is found that the information given above is false / incorrect, IIM Kashipur shall have the absolute right to take any action as deemed fit without any prior intimation.

(Stamp & Signature of the Bidder)

Annexure – XI

**UNDERTAKING TO COMPLY WITH THE MINIMUM COMMERCIAL
REQUIREMENT**

I, _____ (Authorized Signatory) hereby undertake to abide by the provisions of **Clause 10.2** of the Bid documents for Providing Technology, Infrastructure and Marketing Services for Executive Education Programmes of IIM Kashipur through Direct-to-Device against **NIT No.....**”. Specifically, I agree to the, including but not limited to, the following:

- a) I agree to share minimum 50% (Fifty percent) of the Revenue for the programme, as per the provisions of **Clause 10.2**. and **11.1** of this NIT.
- b) I agree and accept that IIM Kashipur would be collecting additional fees directly from the participants towards campus visit, if any, and that as a bidder (and later, as an ESP or the partner), I would not be entitled to receive any share in this fees collected by IIM Kashipur towards campus visit, as IIM Kashipur would be charging this to the participant on a cost basis only, as per **Clause 10.2.8** of this NIT.
- c) I accept and agree that the participant fee for each programme would be decided based on the market situation in consultation with IIM Kashipur, as provided in **Clause 10.2.4** of this NIT.
- d) I accept and agree that the total revenue for the programme (gross of taxes) is calculated as the product of the number of participants and per participant fees gross of taxes, as specified in **Clauses 10.2.2** and **10.2.3** of this NIT.
- e) I accept and agree that IIM Kashipur is exempt from paying Income Tax under the provisions of Section 10(23C) (iii ab) of the Income Tax Act of 1961, as provided in **Clause 10.2.9** of this NIT. Based on this, I agree and accept that the responsibility for the taxes and other duties as applicable on fees collected from the students would be our sole responsibility and that we would not be deducting any TDS for the amounts payable to IIM Kashipur as per the provisions of **Clause 11.7** of this NIT.
- f) I also agree and undertake that the share of Revenue payable to IIM Kashipur would be transferred to the account of IIM Kashipur within a maximum of 15 days from the date of receiving the invoice from IIM Kashipur, as per the provisions of **Clause 10.2.7** of this NIT.

- g) I understand and accept that IIM Kashipur would be floating a Programme Description Document (PDD), similar to the one provided in **Annexure-XII** at the time of offering a new programme as per **Clause 10.4.1**, to all the Empanelled Service Providers (ESP) with an intention of receiving the final commercial quote for the programme, subject to the minimum floor of 50% as per **Clause 10.4.2** read with **Clause 10.2.6**. I also understand and agree that the final criterion for awards of programme would be the maximum share of revenue payable to IIM Kashipur, offered by the ESPs through a competitive process, as per **Clause 10.4.2**.
- h) I agree to pay the electricity and the water charges, on a monthly basis, on actuals determined by IIM Kashipur, based on the invoice raised by IIM Kashipur.

Annexure – XII**PROGRAMME DESCRIPTION DOCUMENT**

Course Name			
Course Name as on Certificate			
Certificate Issued by			
Institute			
Course Objectives			
<ul style="list-style-type: none"> Eligibility 			
<ul style="list-style-type: none"> Who should attend? 			
Duration			
Course Schedule		Total Number of Hours	
Applicable Channel		Frequency	
Pedagogy			
Course Content			
Benefits to Participants	<ul style="list-style-type: none"> Course Benefits to participants Technology Benefits of Technology Partner/s 		
Programme Director			
Assessments			
Mode of Engagement	<ul style="list-style-type: none"> Responsibilities of IIM Kashipur Responsibilities of Technology Partner 		
		Total Fees (Rs.)	Institute Revenue Share (Rs.)
	Total Course Fee		

Total Fees	Payment Structure		
Instalment Schedule		Instalment 1 due by	Instalment 2 due by
	Date		
	Amount		
Course Launch Schedule	Launch preparation period- For PDD approval & Sign Off, development/update of website content and e-collaterals		
	Marketing, Enrolments and Registration Period		
	Application Closure Date		
	Registered Participants list shared with the Institute		
	Last date of Instalment 1 payment		
	Date for 1 st Class		
	Course Completion Timeline		
	Payment Mode		
Terms of Engagement			

Any Other Terms and Conditions