भारतीय प्रौद्योगिकीसंस्थानमद्रासचेन्नै 600 036



INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036 भंडार एवं क्रय अनुभाग

STORES & PURCHASE SECTION

Email: adstores@iitm.ac.in

दूरभाषः (044) 2257 8285 / 8286 / 8287 / 8288 फैक्सः (044) 2257 8292 Telephone: (044) 2257 8285/8286/8287/8288 FAX: (044) 2257 8292

GSTIN: 33AAAAI3615G1Z6



Date: 20.09.2023

SHEBA SABARI P.K.

Assistant Registrar (Stores & Purchase)

Tender No: IITM/SPS/PR Agency/012/2023-24

Due Date: 10.10.2023

Before 2.00 p.m.

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in two bid system namely technical and financial for

"Service of Public Relations Agency for IIT Madras"

Conforming to the specifications enclosed.

Tender Documents may be downloaded from Central Public Procurement Portal https://etenders.gov.in/eprocure/app. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website https://etenders.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Help for contractors". [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal"].

Bidders can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Madras tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://etenders.gov.in/eprocure/app per the schedule attached.

No manual bids will be accepted. All tender documents including pre-qualification, Technical and Financial bids should be submitted in the E-procurement portal.

	LAST DATE for receipt of Tender	:	10.10.2023 before 02.00 p.m
	Date & Time of opening of Tender	:	11.10.2023 @ 10.00 a.m
1			The Pre-bid Meeting will be conducted via Google Meet on 25.09.2023 @ 04:00 p.m. Please see the link below to join the meeting.
	PreBid Meeting	:	Video call link: https://meet.google.com/akt-bshk-jax Prospective bidders are requested to register their participation by sending an email to adstores@iitm.ac.in, with name/designation of the representative who will attend the meeting along with queries on or before 24.09.2023
	Technical Presentation	:	Date for Presentation will be intimated to the bidders through email as per tender conditions of S.No:18 under stage-II
A Submission of Tender : As per the directives of Departr been published on the Central Pu		As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: https://etenders.gov.in/eprocure/app	
			The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids

			in accordance with the requirements and submitting their bids online on the CPP Portal.				
			More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app . All tender documents including pre-qualification bid, Technical Bid & Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. No manual bid submission will be entertained				
В	Instructions for online bid	:	REGISTRATION				
	submission		 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal <u>URL</u>: https://etenders.gov.in/eprocure/app by clicking on "Online Bidder Enrollment". Enrolment on the CPP Portal is free of charge. 				
			ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.				
			iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.				
			iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.)				
			v. https://etenders.gov.in/eprocure/app?component=%24DirectLink&page=D SCInfo&service=direct&session=T with their profile.				
			vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.				
			vii. Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.				
	G	UID	ELINES, TERMS AND CONDITIONS OF TENDER				
С	Searching for tender documents	:	i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.				
			ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPF Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.				
			iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.				
D	Preparation of bids	:	 Bidders should take into account any corrigendum published on the ten- document before submitting their bids. 				
			ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that needs to be submitted. Any deviations from these may lead to rejection of the bid.				
			iii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF /				

				XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.
			iv.	To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use the "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.
E	Submission of bids	:	i.	Bidders should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission date and time. Bidders will be responsible for any delay due to other issues.
			ii.	The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
			iii.	Bidder has to transfer the EMD as applicable by online mode only. The EMD should be transferred on or before the closure date and time of the tender. If the EMD is not transferred before the closure date and time, the tender will be summarily rejected. The proof of transfer has to be submitted in the Pre-Qualification Bid. Otherwise, the tender will be summarily rejected.
			iv.	A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the details with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected.
			V.	The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
			vi.	The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
			vii.	The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
			viii.	Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
			ix.	Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
F	Assistance to bidders	:	i.	Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
			ii.	Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]
G	General Instructions to the Bidders	:	i.	The tenders will be received online through portal https://etenders.gov.in/eprocure/app . In the Technical Bids, the bidders are required to upload all the documents in pdf format.
			ii.	Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app

			iii. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/appunder the "Information about DSC				
н	Earnest Money Deposit (EMD)	:	 EMD of INR 1,60,000 (Rupees One lakh and Sixty thousand only) should be transferred through NEFT/RTGS to the following bank account on or before due date 10.10.2023 before 2:00 p.m. 				
			Name : Registrar IIT Madras Bank : State Bank of India Account No. : 10620824305 Branch : IIT MADRAS IFSC CODE : SBIN0001055				
			ii. As per O.M. No.F.1/2/2022-PPD Dated 01.04.2022, the EMD will be returned to the unsuccessful Bidder(s), within 30 days after declaration of result of first stage i.e. technical evaluation etc. The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender.				
			The EMD amount should not be sent through Demand Draft.				
			 Non-submission of EMD details on or before the due date and time will result in rejection of the e-bid. 				
			As per Rule 170 of GFR 2017, exemption of EMD will be given to the firm seeking such exemption. Copies of relevant orders/ documents regarding such exemption should be submitted along with the tender document.				
			The successful bidder shall submit a Performance Security of 3% of the Contract value in the form of Demand Draft / FDR / Bank Guarantee / Insurance Bond in favour of "The Registrar, IIT Madras" to be obtained from any commercial bank within 14 days from the date of issue of Order by IIT Madras, which shall be released on expiry/termination of the contract after adjustment of dues, if any without any interest.				
			In case of a successful bidder, the EMD will be adjusted towards the Performance Security on request.				
			iv. The amount of EMD is liable to be forfeited, if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security.				
I	Marking on Technical Bid	:	i. The pre-qualification criteria, technical specification and scope of work for this tender is given in Annexure A . The Bidders shall go through the pre-qualification criteria, technical specification and submit the technical bid in the proforma given in Annexure B in the tender document along with the supporting documents.				
			ii. The Technical bid should be submitted in pdf format only through online (etender). No manual submission of bids will be entertained.				
			iii. The technical bid should have the page-wise heading as "Technical Bid" and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.				
			iv. The technical bid should consist of				
			 a. Document proof of EMD payment b. Technical compliance sheet as per proforma is given in Annexure-B. c. Document proof of pre-qualification criteria. Technical details 				
			along with catalogue/brochure and other technical, commercial terms and conditions.				
J	Marking on Financial Bid	:	Financial bid should be submitted in the prescribed proforma format given in Annexure-C as per BOQ in xls format through e-tender only. No manual or other form of submission of Financial Bid will be entertained.				
2	Preparation of Tender:						

- a) The rate quoted shall be all inclusive and no extra payment will be made other than statutory revisions as per the terms and conditions stipulated in this contract document.
- b) The offer/bids should be submitted through online only in **two** bid system i.e. Technical Bid and Financial Bid separately.
- c) The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the firm.
- d) The tenders of the contracting agency/firm/company not in possession of valid statutory license/ registrations are liable for rejections.
- e) If any relative of the bidder is an employee of the IIT Madras, the name, designation and relationship of such employee shall be intimated to the Registrar, IIT Madras in writing while submitting the tender.
- f) No bidder will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.

3 | Signing of Tender:

The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.

If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.

4 Period for which the offer will remain open:

The Tender shall remain open for acceptance/validity till: **120 days from the date of opening of the tender**. However, the day up to which the offer is to remain open is declared a closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.

5 | Prices:

- i. The prices quoted must be Nett considering all scope of work, terms & conditions and as per the Technical bid mentioned in Annexure A. The prices quoted by the Bidders should be inclusive of GST and other statutory levies.
- ii. All conditional tenders will be summarily rejected.
- **6 No Advance Payment will be made for the service.** The Payment will be made only after satisfactory completion of work and monthly basis as per terms and conditions of the contract
- 7 Terms and Conditions: Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely lead to rejection of offers.
- **8** Right of Acceptance: IIT Madras reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.
- **Communication of Acceptance:** Letter of Intimation and acceptance will be communicated by post to the successful bidder to the address indicated in the bid.
- **Duration of the contract:** Initially, the contract will be awarded for one year. The period may be further extended up to a maximum of another two years on an annual basis depending on the satisfactory performance and as recommended by the Contract Monitoring Committee.
- All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through e-Tender portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.

12 | Conditions of contract:

Bidders should quote on the basis of the conditions referred to in the invitation to tender and tender papers.

- **Jurisdiction:** All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.
- 14 Penalty & Liquidated Damages / Force Majeure:

In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 0.5% of Contract Value (basic value excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value excluding GST) will be deducted from the Invoice(s) value. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of the Company shall be final and binding.

Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

15 Breach of Terms and Conditions:

IITM may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or part:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract.

If the bidder has engaged in corrupt or fraudulent or unethical practices in competing for or in executing the contract.

16 PRE-QUALIFICATION CRITERIA:

- The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration as per format given in **Annexure D** shall be submitted with the bid.
- 2. Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per **Annexure E**.
- 3. The bidder nor any of its partners has been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against the firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure F.
- 4. Minimum 5 years' experience in the field of public relations services and preferably with one top educational institution client in India. (Necessary document proof should be attached).
- 5. The agency should have atleast 15 permanent employees. (Necessary document proof should be attached).
- 6. The agency should have aggregate annual turnover of minimum Rs.130 Lakhs during each of the last 3 years ending 31-03-2022. This should be certified by a chartered accountant. (Necessary Annual accounts statements should be attached).

17 Number of Bids and their Submission

The bidders should submit the bids in two bid system as detailed below:-

Bid I Technical Bid

The technical bid should consist of, Pre-Qualification Criteria and Technical Specification compliance sheet (proforma given in **Annexure-B**) along with all relevant documents proof.

The bidder should go through the scope of work and technical specification given in Annexure-A of the tender document, understand the requirement of IITM and submit their technical bid covering the following details along with all relevant document proof in the proforma given in **Annexure–B**

The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format

Bid II Financial Bid

The financial bid should be submitted in excel format (BoQ) as per the proforma (**Annexure C**) uploaded in the e-Tender website. The Quoted price should be inclusive of all cost and statutory levies.

18 Evaluation of Bids:

A. Technical Bid Evaluation:

Bid evaluation will be done in two stages:

Stage: I

In the 1^{st} stage, each point given in the technical bid (Annexure-B) will be evaluated. Bidders who have complied all the conditions stipulated in the 1^{st} stage alone will be qualified for stage –II of technical evaluation.

Stage-II:

In the 2nd stage, the Technical Specification offered by the bidders will be evaluated by the Committee for the parameter in Table I of SI.No.18. Only those bidders who have fully complied with Pre-qualification Criteria and Technical Specification of Table I will be called for a detailed presentation and marks will be given as per the Parameter mentioned in Table-II.

The parameter to be considered for Technical presentation and the maximum marks for each parameter of the Technical bid are as under:

Sl. No.	Parameter <u>TABLE – I</u>
1	Branding objectives for IIT Madras – what should be the Top 5 messages that IIT Madras needs to communicate through media outreach.
2	Media Strategy for next 1 year and for the next 5 years – what does IITM needs to do to enhance its media presence? What is currently missing or lacking in the Institution's media outreach.
3	Plans for international media outreach for IIT Madras.
4	Crisis Communication – What should be the IITM's broad strategy in case of a crisis situation? Any case studies of handling crisis situations by the agency that can be shared?
5	Few concrete story ideas/suggestions for IIT Madras
6	Experience of working with top educational institutions or organizations of similar nature – Few examples of important campaigns undertaken for them?
7	Resource Team for IITM – Share the profile and experience of the Resource Team that will be deployed exclusively to service IIT Madras
8	State minimum monthly targets for number of articles in (a) leading national print and electronic media, (b) vernacular and regional print and electronic media, (c) international print and electronic media.

*Detailed report for technical specification should be submitted along with technical bid i.e agency credentials, communication proposals, sample of work, team details and references etc.

SI. No.	Parameter	Max. Marks
	<u>TABLE – II</u>	
1	The strength of the plan presented for IIT Madras	14
2	The quality and quantity of resources that the Bidder is willing to exclusively commit to IIT Madras,	14
3	The depth of reach of the Bidder within media circles, as demonstrated by previous examples.	14
4	The quality of the international media relations plan	14
5	An overall assessment of the Bidder's standing as a PR firm within their peer community	14
	TOTAL Technical Score (TS)	70

The stage II will be evaluated for **70 marks** and the bidder should **score a minimum 49 marks** to qualify in the technical bid. The firms with less than 49 marks in the technical evaluation stage will be rejected. The technical bid of bidders **who have scored 49 marks and more alone will be qualified for opening of financial bid**.

B. Financial Bid Evaluation

Financial Bid with the lowest quoted amount (L1) will be assigned a financial score of 30 and other bids will be assigned scores that are inversely proportional to their quoted amount.

The Financial bid evaluation will be based on price quoted by the bidder in Financial Bid (BoQ) for S.No 1 viz. Service of Public Relations Agency for IIT Madras for a period of one year will alone be taken up for arrival of Lowest Bid (L1) value. S.No 2 & 3 mentioned in Financial Bid (BoQ) will not be taken for price bid evaluation.

19 Selection of successful bidder and Award of Work

The successful bidder will be selected based on assessment of skills, experience, and understanding/analysis of the project scope and cost (QCBS).

The total score, both technical and financial, shall be obtained by weighing the technical (70%) and cost (30%) scores and adding them up. The combined technical and financial scores of all the bidders will be calculated as per formula given below:

Marks obtained by a Bidder for the technical bid = M

Amount quoted by the lowest bidder = L1

Amount quoted by a Bidder = L

Points for Financial proposal of the bidder = $(L1/L)\times 30$ = F Combined technical and financial score (H) of the bidder = M+ F = H

The combined technical and financial scores of all the bidders will be calculated as above and the bidder who secures the highest combined score (H) will be selected as the successful contractor.

BIDDER SHALL SUBMIT ALONG WITH THIS TENDER:

- 1. Proof of having ISO 2009:2015 other equivalent certification given by appropriate authorities.
- 2. Name and full address of the banker and their swift code, PAN no and GSTIN number.
- 3. GST registration proof showing registration number, area of registration etc.
- 4. All of your future correspondences including invoices should bear the GST No and area code.
- The bidder shall certify that the tender documents submitted by him / her are of the same replica of the tender document as published by IIT Madras and no corrections, additions and alterations made to the same. If any deviation is found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.

Selection of successful bidder and Award of Order

The order will be directly awarded to the technically qualified bidder as per the condition in para 3A of DIPP, MoCI Order No. 45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein

Execution of Contract and Security Deposit

- A formal contract shall be entered into with a successful service provider.
- Declaration of Non-Black listing to be executed & attested by Public Notary / Executive Magistrate on Rs.100/stamp paper by successful bidder as per Annexure – G.
- Non-Disclosure agreement as per Annexure-H by successful bidder.

The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of the contractor.

- 24 It is an e-tender, the opening of the bids may be checked by using the respective logins of the bidders.
- The pre-bid meeting will be conducted online. Bidders can submit their queries and doubts to the email id: adstores@iitm.ac.in on or before 24.09.2023. Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal and Institute Website (tenders.iitm.ac.in). For the bidders, submitting bids on downloaded tender documents, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIT Madras or check for the same CPP Portal before submitting their duly completed bids. After the pre-bid meeting, queries/ clarification if any will not be considered.

Sd/-

Assistant Registrar (Stores & Purchase Section)

ACKNOWLEDGEMENT

It is hereby acknowledged that I/We have gone through all the points listed under "Specification, Guidelines, Terms and Conditions and Scope of Work of tender document, the same is abided and agreed to be executed. In case, if the above information is found false, I/We are fully aware that the tender /order will be rejected / cancelled by IIT Madras.

Signature of the bidder
Name & Address of the bidder with Office Stamp

SCHEDULE OF TENDER

Name of Organization	Indian Institute of Technology Madras
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Services
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Service of Public Relations Agency for IIT Madras
Source of Fund (Institute/Project)	IIT Madras
Is Multi Currency Allowed	No
Date of Issue/Publishing	20.09.2023
Document Download Start Date	20.09.2023
Document Download End Date	10.10.2023
Prebid Meeting via Google Meet	25.09.2023 @ 04.00 pm
Bid Submission Start Date	03.10.2023
EMD	Rs1,60,000/-
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	The Assistant Registrar Stores & Purchase Section IIT Madras Chennai – 600 036
Contact No.	For Queries: 044-2257 8287/8285/8288/8290
Email Address	adstores@iitm.ac.in

TECHNICAL BID

SERVICE OF PUBLIC RELATIONS AGENCY FOR IIT MADRAS Tender No. IITM/SPS/PR Agency/012/2023-24/SPL

IIT Madras includes the IIT Madras Campuses at Chennai and Zanzibar.

A IIT Madras seeks the services of Public Relations Agency to meet out the following objectives.

- i. Positioning IIT Madras as the "IIT of choice" among prospective UG & PG students, research scholars, online course students as well as post-doctoral Fellows.
- ii. Highlighting IIT Madras as a multicultural campus.
- iii. Positioning IIT Madras as a destination of choice for international students
- iv. Positioning IIT Madras among prospective faculty highlighting the high-end R&D work being done on campus.
- v. Positioning IIT Madras as top Institute for Industrial Collaborations highlighting industry-friendliness of campus.
- vi. Highlighting innovation and entrepreneurship culture of campus.
- vii. Showcasing alumni achievements and IIT Madras stories of interest to alumni.
- viii. Showcasing IIT Madras as a solution provider with relevance to society and industry.
- ix. Contributing to sustained improvement in perception metrics in national and global rankings by publicizing high-impact achievements.
- x. Advise the Institute during critical situations and come up with a Crisis Communication plan.
- xi. Highlight the achievements of IIT Madras in international print and electronic media outlets with the goal of attracting international students and faculty to IIT Madras.

B Target audience of the Public Relations Agency would be:

- i. UG and PG Students (JEE and GATE/Post-graduate), online courses pursuing students and postdoctoral fellow prospects.
- ii. Faculty and potential faculty from India and abroad.
- iii. Industry for pursuing collaborations, seeking funded projects and CSR contributions.
- iv. Academic institutions Indian and international.
- v. R&D organizations.
- vi. Government policy makers including those in the Ministry of HRD and Ministry of Science & Technology.
- vii. State Government officials.
- viii. Prospective donors and alumni of the Institute.
- ix. Public at large.
- x. Academic leadership of international universities.

xi. Prospective international students, especially from SAARC, eastern Europe, middle-east and Africa.

C Scope of Work

The Scope of work of the Agency shall include but not be limited to the following. For clarity, 'print media' shall imply media that is disseminated in print in English or in vernacular languages, 'electronic media' implies television and OTT video media and 'online media' shall include articles, videos, pictures and other coverage accessible over the internet.

- i. The agency should develop and implement a detailed communication strategy including story selection process to achieve the above objectives with well-defined metrics to measure the success of the strategy.
- ii. The communication strategy should include outreach through national and international print media, electronic, regional media and online media.
- iii. Senior team from the agency should conduct key message development workshops to develop key messages for the communication campaign.
- iv. The agency must conduct media training workshops two to three times a year for key faculty and officers at the Institute to train them on effective message delivery and Do's and Don'ts.
- v. The agency must develop a media list covering all media Print, Electronic, Online with journalists covering education, startups, entrepreneurship, Science & Technology, innovation, etc. And the media list must be updated on an ongoing basis for all key metros including Chennai, Delhi, Mumbai, Kolkata, Bangalore, Hyderabad.
- vi. Agency must organize relationship-building meetings for the Institute's leadership with editors and senior journalists. Atleast **3** relationship-building meetings per quarter to be organized.
- vii. Agency must meet the Institute leadership to assess quarterly performance, understand priorities for the media outreach, develop outreach strategy, and execute accordingly.
- viii. Agency must meet faculty across Departments, reaching out to atleast 25 faculty members per quarter, including new faculty, across departments, to understand the research in progress and work out a case to case strategy for media outreach for such research to highlight the outcomes and the impact. Out of the 25 faculty each quarter, about 10 faculty should be engaged with the media team for the first time. Atleast 3 large format media stories per quarter on research/activities at IITM should be the targeted outcome.
- ix. Agency must provide media outreach support for ongoing announcements and events, seminars and activities of media relevance on campus. Media may be invited to the Institute for minimum 6 events in a quarter.
- x. Ongoing media outreach with electronic media to cover student and faculty research, as well as events in the Institute, must be organized. Atleast **3** large format electronic media coverage, regional and national, to be organized per quarter.
- xi. The agency must place atleast five authored articles per quarter from key faculty in the Institute in mainline national print media. The articles will be provided by the faculty.
- xii. The agency must secure 40% of total coverage in vernacular (Hindi, Tamil, Telugu, Bengali etc.) media.
- xiii. The agency must organize two visits by senior journalists (preferably covering Science & technology, innovation, entrepreneurship etc.) per quarter to campus from a national daily / magazine / TV. In case this deliverable is not met in a particular quarter, additional number of journalists may be invited in the subsequent quarter. All expenses related to their visit will be borne by the Institute.
- xiv. The agency must source opportunities for faculty of the Institute to be invited as panelist on discussions on Science research. Such opportunities may be explored in national TV and regional TV channels. Atleast 2 faculty members must be featured monthly on such panel discussions or other fora on reputed national

- and regional TV channels.
- xv. The agency must work with the Placement Cell of the institute to highlight the success stories of placements every season on campus.
- xvi. The agency will be required to work with student bodies on campus to highlight the research and other activities of students.
- xvii. The agency will highlight the activities and success stories of the IIT Madras innovation and incubation ecosystem
- xviii. The agency must coordinate all media activities with the Institute's social media team for appropriate media amplification.
- xix. The agency must reach out to influencers in the media and generate positive media coverage through them. For example, it would be important to feature key alumni as well as non-alumni discussing positive news about IIT Madras.
- xx. The agency must secure coverage in print and electronic (TV) international media for IIT Madras. Such coverage shall be secured in atleast the US, Canada and SAARC countries in the local languages as well as in English. The coverage must highlight key research, innovation and incubation success stories as well as securing opportunities for faculty members to write authored articles.
- xxi. The agency must secure coverage for atleast **2** large format print stories per year about the institution in internationally acclaimed print media such as New York Times, The Guardian etc.
- xxii. The agency should manage the media relations aspects associated with any crises that may arise, such that it does not give rise to unwarranted negative coverage. The agency must provide ongoing counsel during such a crisis. This should include alertness in media monitoring, counselling the Institute on crisis communication and preparing media statements and responses to media queries and coming up with a strategy for crisis communication. The agency must also conduct a crisis communication workshop for key faculty and leadership to prepare them to communicate during crisis situations.
- xxiii. The agency must monitor print, online and electronic media on a daily basis and send the Institute a daily monitoring report of all news clips.
- xxiv. The agency must submit a dossier of coverage along with analysis of the coverage on a monthly basis.
- xxv. The media relations and coverage plan presented during the tender technical presentation shall be included with this scope of work of the Agency.
- xxvi. The IIT Madras Incubation Cell and the innovation and entrepreneurial activities of students and faculty members need to be highlighted in media. However, media coverage for individual start-ups of faculty, students, alumni and others, hosted at IITM Incubation Cell is not covered under the mandate of IITM's Media Cell.

D. Agency reporting and monitoring / measuring outcomes

- i. The agency will work with the Institute's Communication & PR Office on a day-to-day basis for the above activities.
- ii. The agency will submit a weekly report on activities in progress, a monthly report, a monthly plan and quarterly review with the Director and Deans.
- iii. The agency will submit a detailed analysis of the coverage garnered for the Institute in national and international media and its impact on a monthly, quarterly and annual basis.
- iv. The measurement of the success of the communication strategy will be based on achieving key objectives mentioned above.

E. Agency resources:

The agency must have a senior team counselling the Institute on the communication strategy. Atleast 2 on-site resource persons with atleast one of them having more than 8 years of experience should be placed on campus as exclusive resources for IIT Madras from the agency. Resources must be made available always for execution of strategy for IIT Madras at a national level. The agency's resource allocation plan submitted during the tendering phase shall be binding on the vendor.

II. THE IDENTIFIED REQUIREMENT OF THE INSTITUTE FOR THE PUBLIC RELATIONS SERVICES

A. Deliverables

Deliverables shall include all the quantified items (i) to (xxvi) from the **Section (C) Scope of work**. In addition, the below key deliverables shall also be monitored.

- i. Develop a PR plan based on the event calendar of the Institute.
- ii. Come up with new story ideas and identify new avenues of media coverage on a quarterly basis.
- iii. Issue atleast 8 press releases in a month, based on Institute's requirement.
- iv. Atleast 20% of media coverage should be in national print and electronic media.
- v. Atleast 10% of the print and electronic media coverage should be in international print and electronic media in countries defined earlier. There should be increasing coverage in international media over time.
- vi. Atleast 40% of the print and electronic media coverage shall be in vernacular and regional media.
- vii. Meetings with key faculty across all academic departments. Connect with atleast 10 new faculty every quarter.
- viii. Atleast two authored articles shall be placed in the media per quarter
- ix. The agency should make media visits atleast once every quarter either in Chennai or other metro cities, to connect with the journalists based in that city. Any expenses related to it have to be borne by the agency.
- x. Atleast one coverage item per month shall originate and feature a media influencer (an outsider to IIT Madras) discussing positive aspects of IIT Madras.
- xi. These deliverables shall increase by 10% annually in the event of the contract being renewed. The bidder may quote separately for the additional deliverables.

B. Media Outreach

- i. Relationship building meeting with key senior correspondents and editors Across all metros.
- ii. Media outreach National print and TV in both Hindi and English; vernacular media including Tamil, Telugu, Bengali, Malayalam etc.

Target Geographies: Metro cities including Chennai, Delhi, Kolkata, Mumbai, Hyderabad and Bangalore as well as tier-2 cities such as Pune, Madurai, Coimbatore, Mysore, Vijayawada and Vishakhapatnam.

Target Media: National Newspapers (English & Hindi), National News channels TV (English & Hindi), Magazines – Education, Entrepreneurship, Science & Technology, Business and general interest (English), trade publications and online media; Tamil media—newspapers, magazines, TV channels

- i. Media familiarization trips to IIT Madras for outstation media.
- ii. Stories on online degree/ diploma/ certificate programs, placements, life on campus, research focus of the Institute, entrepreneurship culture on campus, etc. should be proactively pitched with

- the national media on a regular basis.
- iii. Opinion Articles by faculty members may be placed in leading publications.
- iv. Intensive outreach with TV for profiling the Institute.
- v. Close coordination with the social media team to highlight the media output on IITM's work on social media pages.

C. Media monitoring, reporting and review of work.

- i. Media Monitoring including daily tracking of news on IITM
- ii. Dossier of Coverage
- iii. Monthly activity report
- iv. Quarterly review meeting
- v. Annual review meeting

D. Crisis Communication

- i. Crisis Communication and preparedness
- ii. Crisis media management and negative coverage mitigation
- iii. Post crisis recovery

(Please note - Any expenses related to travel/ stay in Chennai required to be undertaken by the senior team from the PR agency for conducting workshops, review meetings, media rounds etc. has to be taken care by the agency, unless approved by the Institute otherwise.)

III.PRE-QUALIFICATION CRITERIA:

- 1. The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration as per format given in **Annexure D** shall be submitted with the bid.
- 2. Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per **Annexure E**.
- 3. The bidder nor any of its partners has been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against the firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure F.
- 4. Minimum 5 years' experience in the field of public relations services and preferably with one top educational institution client in India. (Necessary document proof should be attached).
- 5. The agency should have atleast 15 permanent employees. (Necessary document proof should be attached).
- 6. The agency should have aggregate annual turnover of minimum Rs.130 Lakhs during each of the last 3 years ending 31-03-2022. This should be certified by a chartered accountant. (Necessary Annual

accounts statements should be attached).

IV. Technical Specification:

1	Branding objectives for IIT Madras – what should be the Top 5 messages that IIT Madras needs to communicate through media outreach.
2	Media Strategy for next 1 year and for the next 5 years – what does IITM needs to do to enhance its media presence? What is currently missing or lacking in the Institution's media outreach.
3	Plans for international media outreach for IIT Madras.
4	Crisis Communication – What should be the IITM's broad strategy in case of a crisis situation? Any case studies of handling crisis situations by the agency that can be shared?
5	Few concrete story ideas/suggestions for IIT Madras
6	Experience of working with top educational institutions or organization of similar nature – Few examples of important campaigns undertaken for them
7	Resource Team for IITM – Share the profile and experience of the Resource Team that will be deployed exclusively to service IIT Madras
8	State minimum monthly targets for number of articles in (a) leading national print and electronic media, (b) vernacular and regional print and electronic media, (c) international print and electronic media and (d) influencer stories that will be generated. In each instance, also present example names of such media outlets as a demonstration of quality.

^{*}Detailed report for technical specification should be submitted along with technical bid i.e agency credentials, communication proposals, sample of work, team details and references etc.

PROFORMA FOR TECHNICAL BID

SERVICE OF PUBLIC RELATIONS AGENCY FOR IIT MADRAS Tender No. IITM/SPS/PR Agency/012/2023-24/SPL

A. PRE-QUALIFICATION CRITERIA:

Sl.No.	PRE-QUALIFICATION CRITERIA	Compliance (Yes/No)	Reference Page No.	Remarks, If any
1	The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration as per format given in Annexure – D shall be submitted with the bid.			
2	Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per Annexure –E.			
3	The bidder nor any of its partners has been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against the firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure – F.			
4	Minimum 5 years' experience in the field of public relation services and preferably with one top educational institution client in India. Necessary document proof should be attached.			
5	The agency should have atleast 15 permanent employees. Necessary document proof should be attached.			
6	The agency should have aggregate annual turnover of minimum Rs.130 Lakhs during each of the last 3 years ending 31 –3 –2022. This should be certified by a chartered accountant. Necessary final account statement should be attached.			

B. <u>TECHNICAL SPECIFICATION</u>

Sl.No.	Details	Vendor compliance (Y/N)	Reference Page No.	Remarks, If any
1	Branding objectives for IIT Madras – what should be the Top 5 messages that IIT Madras needs to communicate through media outreach.			
2	Media Strategy for next 1 year and for the next 5 years — what does IITM needs to do to enhance its media presence? What is currently missing or lacking in the Institution's media outreach?			

Sl.No.	Details	Vendor compliance (Y/N)	Reference Page No.	Remarks, If any
3	Plans for international media outreach for IIT Madras.			
4	Crisis Communication – What should be the IITM's broad strategy in case of a crisis situation? Any case studies of handling crisis situations by the agency that can be shared?			
5	Few concrete story ideas/suggestions for IIT Madras			
6	Experience of working with top educational institutions or organization of similar nature – Few examples of important campaigns undertaken for them			
7	Resource Team for IITM – Share the profile and experience of the Resource Team that will be deployed exclusively to service IIT Madras			
8	State minimum monthly targets for number of articles in (a) leading national print and electronic media, (b) vernacular and regional print and electronic media, (c) international print and electronic media and (d) influencer stories that will be generated. In each instance, also present example names of such media outlets as a demonstration of quality.			

Detailed report for technical specification should be submitted along with technical bid i.e agency credentials, communication proposals, sample of work, team details and references etc.

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

ANNEXURE-C

FINANCIAL BID (PROFORMA)- BILL OF QUANTITIES (BOQ) SERVICE OF PUBLIC RELATIONS AGENCY FOR IIT MADRAS Tender No. IITM/SPS/PR Agency/012/2023-24/SPL

SI. No	Description of work	Qty	Unit	Unit rate in Figure	GST (%)	Total Amount in Rs (Including GST)
1	Service of Public Relations Agency for IIT Madras for a period of one year. Monthly agency professional fee for Media Outreach and Media Monitoring as listed in the Annexure-A	12 months	Lump sum Per Month			
2	Cost for 2 nd year deliverable increase by 10%. (To be Quoted in Percentage, % of service charge in S.No 1)			%		
3	Cost for 3 rd year deliverable increase by 10%. (To be Quoted in Percentage, % of service charge in S.No 1)			%		

The Financial bid evaluation will be based on price quoted by the bidder in Financial Bid (BoQ) for S.No.1 viz. Service of Public Relations Agency for IIT Madras for a period of one year will alone be taken up for arrival of Lowest Bid (L1) value. S.No. 2 & 3 mentioned in Financial Bid (BoQ) will not be taken for Financial bid evaluation.

Bidder should submit the financial bid (BOQ) only in the CPPP online portal (https://etenders.gov.in/eprocure/app).

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

of the bidder)
Dated:
ment from a bidder of a country which am not from such a country.
cable)
ment from a bidder of a country which at I from (Name of uthority. I also certify that I fulfill all the red.
etent Authority is to be attached)
Signature of the Bidder Name & Address of the Bidder with Office Stamp

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) 2017

Tender Reference Number: Tender No. IITM/SPS/PR Agency/012/2023-24/SPL Name of the item: SERVICE OF PUBLIC RELATIONS AGENCY FOR IIT MADRAS

			Date:
/We		S/o, D/o, W/o,	
Resident of			
	affirm and declare as un	nder:	
Order no. P-4502 04.06.2020)MO0	21/2/2017-PP (B.EII) da CI order No. 45021/2/202	nd conditions of the Public Procurement (Preferented 15.06.2017 (subsequently revised vide order 17-PP (BE II) Dt.16th September 2020 & P- 4502 modifications/Amendments, if any and	rs dated 28.05.2018, 29.05.2019and
	ntent for all inputs which ess of the claims made th	n constitute the said item/service/work has been nerein.	verified by me and I am responsible
Tick () and I	Fill the Appropriate Cate		
	1	[name of the supplier] hereby confirm	
	I/We	equal to or more than 50% and come under "Cla [name of the supplier] hereby confirm equal to or more than 20% but less than 50% and	n in respect of quoted items
The details of the percentage	e location (s) at which the	e local value addition is made and the proportion	nate value of local content in
Percentage of Lo	ocal content	:%**	
Location at whic	h value addition done	:	
For and on beha	lf of	(Name of firm/entity)	
_	atory (To be duly authoriz esignation and Contact N	zed by the Board of Directors) No.>	
auditor or cost a	uditor of the company (ir	e in excess of Rs. 10 Crores, the bidders shall pr n the case of companies) or from a practicing cos than companies) giving the percentage of local o	t accountant or practicing chartered
** Services such		of the quoting firm and should be signed by a co rance, installation, commissioning, and training lue addition	•

(To be given on the letter head of the bidder)

<u>Self-Declaration that the Service Provider has not been Black listed</u>

1	S/o
R/o	police station District Director
/ partı	ner/ sole proprietor (Strike out whichever is not applicable) of
	(Firm or Company) do hereby declare and solemnly affirm:
l.	That the Firm has not been Blacklisted or declared
	insolvent by any of the Union or State Government / Organization.
II.	That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any
	connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
II.	That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence
	nor any criminal case / economic offence is pending against the firm or any partner of the Firm before any Court
	of Law / Police.
Place:	
Date:	

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVT. TENDER BY IIT MADRAS / GOVT. DEPT.

I / We Proprietor / Partner (s) Director (s) of M/s					hereby declare that the firm /				
company name M/s past by IIT Madras or any other Government organization from ta				has not been blacklisted or debarred in the					
			Or						
I / We Proprietor / Partner (s company name M/s IIT Madras Government	organization	from ta	king part		was blackli	sted or de	barre	d in the pas	t by
The period is over on	and	l now the	firm / com	ipany	y is entitled to	take in Go	vernr	nent tende	rs.
In case, if the above informat cancelled by IIT Madras and s In addition to the above, IIT N	shall be forfeite	d.	·			·		·	ed /
Signature:Name:									
Capacity in which as signed: _ Name & Address of the firm:		-							

Seal of the firm should be affixed

Place:

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as the Agreement) is by and between

This non disclosure agreement (heremater referred to as the Agreement) is by and between
Indian Institute of Technology Madras having its address at Chennai 600036 hereinafter referred to as IITM which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and
, a corporation having a business address at, hereinafter referred to as the
Company, which expression shall unless repugnant to the subject or the context mean and included its successors,
nominees or assigns on this day month year 20 being the date when this agreement comes into force.
I.RECITALS
IITM and the Company wish to exchange certain information pertaining to(hereinafter
referred to as Service of Public Relation agency). This Agreement will apply to all confidential and proprietary
information disclosed by IITM (disclosing party) to the Company (receiving party) and includes information which
the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure
to the receiving party ("Confidential Information"). This exchange includes all communication of information
between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to
the above which is indicated as confidential.
A. IITM and the Company wish to exchange the information for the sole purpose of and each party
regards certain parts of the Information it possesses to be secret and desires to protect those parts from
unauthorized disclosure or use (such secret parts being hereinafter collectively referred to as "Information").
Such information which is:
 Disclosed by or on behalf of the disclosing party to the receiving party,
2. Otherwise learned or ascertained by the receiving party from inspection and/or evaluation of services

- identified by the disclosing party as confidential and provided to the receiving party by or on behalf of the disclosing party services and/or,
- 3. Otherwise learned or ascertained by the receiving party from the disclosing party.

B. IITM is willing to disclose Information (as "Disclosing Party") and the Company is willing to receive Information (as "Receiving Party") on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, IITM and the Company agree to the following:

- Such information shall be disclosed in documentary or tangible form and to the extent practical marked to indicate its confidential nature. In the case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- The nature and scope of such information to be disclosed shall be in the sole discretion of the disclosing party.
- Services to be provided shall be the sole discretion of the IITM. 3.
- The parties appoint the following representatives to monitor and to handle such information:

For IITM For Company Any change in representatives shall be made upon written notice to the other party to this agreement.

- 5. All disclosure subject to this agreement shall be complete within months of the effective date.
- 6. The Receiving Party will not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information.
- 7. The Receiving Party will use the Information only for the above mentioned purpose.
- 8. The Receiving Party will restrict disclosure of the Information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- The Receiving Party will advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.
- 10. The receiving party will within fifteen (15) days of notice furnished by disclosing party return to the disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, to the disclosing Party.
- 11. This Agreement imposes no obligations on Receiving Party with respect to any portion of the Information received from Disclosing Party which:
- a. was known to Receiving Party prior to disclosure by Disclosing Party.
- b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
- C. is or becomes generally known or publicly available other than by unauthorized disclosure,
- d. is independently developed by Receiving Party or
- e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
- f. is required by law or decree.
- 13. The Information shall remain the sole property of Disclosing Party.
- 14. Disclosing party does not make any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, Disclosing party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Disclosing party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.
- 15. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
- 16. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
- 17. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
- 18. The obligation of this Agreement shall survive the termination of this agreement.

19. In the event the receiving party is required by judicial or governmental administration process to disclose such information of the disclosing party, the receiving party shall promptly notify the disclosing party so that the disclosing party may seek appropriate means to protect the confidentiality of its information.

Notwithstanding the absence of such means, if, in the opinion of the receiving party's counsel the receiving party is compelled to disclose such information, the receiving party may disclose only the information that is required without liability hereunder.

- 20. This Agreement shall terminate at the end of the disclosure period. The obligations of paragraph 7, 8, 9, 11 and 19 shall be for a period of one year from the end of the disclosure period and shall survive termination of this agreement.
- 21. This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Chennai courts.
- 22. All additions or modifications to this agreement must be made in writing and must be executed by both the parties.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.			
For	For		
Indian Institute of Technology Madras	Company		
Name:	Name:		
Date:	Date:		
Witness:	Witness:		