

भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राऊ-पीथमपुर रोड, इंदौर - 453 556

PRABANDH SHIKHAR, RAU-PITHAMPUR ROAD, INDORE – 453 556

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निविदा क्रमांक/Tender No: IIMI/2019-20/12



दिनांक/ Date: June 7, 2019

प्रतिभागियों हेतु आउटबाउंड गतिविधि आयोजित करने के लिए एजेंसी के चयन हेतु निविदा आमंत्रण सूचना NOTICE INVITING TENDER FOR SELECTION OF AGENCY FOR CONDUCTING OUTBOUND ACTIVITY FOR THE PARTICIPANTS

भारतीय प्रबंध संस्थान इंदौर (आईआईएम इंदौर) दो बोली प्रणालियों में निम्नलिखित मदों के लिए प्रतिष्ठित / अधिकृत एजेंसीयों से ऑफलाइन बोली आमंत्रित करता है।

Indian Institute of Management Indore (IIM Indore) invites offline bids in two bids systems from reputed/ authorized agencies for the following:

निविदा का संक्षिप्त विवरण Brief Details of Tender:

मद का विवरण Item Description	अग्रिम जमा EMD
Selection of agency for conducting outbound activity for the participants	₹15,000/-

निविदा की महत्वपूर्ण तिथियाँ Critical Dates of Tender:

क्रमांक S. No.	विवरण Particulars	दिनांक Date	समय Time
01	निविदा के ऑनलाइन प्रकाशन की तिथि एवं समय Date & Time of Online Publication of Tender	07-06-2019	1500 Hrs.
02	बोली जमा करने की अंतिम तिथि एवं समय Bid Submission Close Date & Time	20-06-2019	1500 Hrs.
03	अग्रिम जमा राशि जमा करने की अंतिम तिथि एवं समय Closing date & time for Submission of EMD	20-06-2019	1500 Hrs.
04	तकनीकी बोलियों का खोला जाना Opening of Technical Bids	20-06-2019	1530 Hrs.

1. ABOUT IIM INDORE

Indian Institute of Management Indore is an institution of national importance under the Indian Institutes of Management Act, 2017.

2. SCOPE OF WORK:

Indian Institute of Management Indore desirous to engage the services of a Consultant of repute and experienced in the field of Experiential Learning/ conducting Outbound Activity on 4th July 2019 as part of the Student Induction

The objective of the activity is to provide a platform for new students to introduce themselves, meet the new batch mates, to smoothen the amalgamation process of the new participants into the environment of IIM Indore to sensitize them working in teams in an experiential manner.

A typical one day Outbound Activity would be a combination of:

- Short "ice-breakers" where participants work in pairs or a whole group,
- 1 to 2-hour tasks where groups work in parallel or in collaboration;
- Outdoor tasks involving critical management skills,
- Interactive games and activities in groups, dyads or individually.

There should be debrief sessions, where the experience is reviewed, analyzed, and related to the work environment. The consultant to give detailed programme outline, activity details and expected outcome of each activities.

Maximum number of students are 600. Sufficient number of trainers and facilitators should be engaged /made available to conduct training/activities/exercises with a batch size not exceeding 30.

Consultant to give back up plan in case of weather change or rain on 4th July 2019.

Consultant to provide detailed minutes to minute description of the event, detailed SOP, which is to be followed.

Consultant to elaborate the risk involved in each activity and educate the students before each event. Any student who will like to abstain will be allowed to do so as these are voluntary activities.

Indicative Number of Students :

One programme for a period of one day, i.e, on 04 July 2019 covering approx.. 600 students of IIM Indore. Further programs will be decided at a later point, if the need arises.

3. EARNEST MONEY DEPOSIT (EMD) DETAILS

a) **EMD of ₹15,000/- (Rupees Fifteen Thousands only)** should be submitted through NEFT or RTGS Bank Transfer or Direct Credit in favour of Indian Institute of Management Indore.

b) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for **all these items only**, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) alongwith the tender to this effect.

- c) **The bidders who seeks exemption from EMD as per clause no. 3(c) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.**
- d) EMD of all unsuccessful bidders (if any) will be returned after finalization of the tender. EMD of the successful bidder will be converted into Security Deposit and retained with the Institute till successful execution of the work.
- e) In case of successful tenderer, the EMD (if any) may be adjusted towards the Performance Security deposit on request.
- f) The amount of EMD (if any) is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- g) No interest will be paid on the EMD (if any) / Performance Security deposited / remitted.

4. ELIGIBILITY CRITERIA

4.1 OID (Other Important Documents):

OID viz. Firm Incorporation Certificate, PAN details, GST details are to be provided.

4.2 Statutory Documents:

- a) The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-I**.
- b) The firm should be neither blacklisted by any Central / State Government / Public Undertaking / Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure-II**.
- c) The Consultant should have been conducting similar programmes/activities and have at least two contracts for the above activity from IIMs/IITs/Nationally Funded Educational institutions/ Large Universities during the last three financial years. Relevant proof to be submitted.
- d) The consultant should have a team of qualified trainers and facilitators. The list of trainers with their profiles is to be submitted.

4.3 Technical Criteria:

- a) Bidders should submit the detailed proposal including programme outline, activity details and expected outcome of each activities.

5. FINANCIAL BID DETAILS

Financial bid should be submitted strictly as per the format available with the tender (**Annexure-IV**) failing which the offer is liable for rejection. Kindly quote your offer inclusive of all taxes and charges.

The Institute will only provide free hospitality on campus including boarding and lodging to the consultant and their team for smooth conduct of the programme at the Institute.

6. TIME SCHEDULE

S. No.	Particulars	Date	Time
01	Date & Time of Online Publication of Tender	07-06-2019	1500 Hrs.
02	Bid Submission Close Date & Time	20-06-2019	1500 Hrs.
03	Closing date & time for Submission of EMD	20-06-2019	1500 Hrs.
04	Opening of Technical Bids	20-06-2019	1530 Hrs.
05	Opening of Financial Bids	To be opened after technical evaluation	

7. PROCEDURE FOR TENDER SUBMISSION:

Sealed envelopes A, B & C (as stated below) to be placed in a single cover (sealed) and super scribed as “**NOTICE INVITING TENDER FOR SELECTION OF AGENCY FOR CONDUCTING OUTBOUND ACTIVITY FOR THE PARTICIPANTS**”. The sealed envelope should be dropped in the tender box placed in **Stores and Purchase Office, Indian Institute of Management Indore, Rau-Pithampur Road, Indore-453556, M.P.** before the due date and time. Those who send the tender document by speed post or reputed courier like Bluedart etc., have to ensure that the documents reach before the prescribed time and date. The Institute will not take any responsibility under any circumstances for courier/postal delays.

ENVELOPE ‘A’: This envelope should contain following:

- (a) Duly completed Annexure-1 alongwith payment details of EMD.

ENVELOPE ‘B’: This envelope should contain the following:

- (a) Copy of Firm Incorporation Certificate
- (b) Copy of PAN Card.
- (c) Copy of GST
- (d) Duly completed Annexure-II
- (e) Supporting Documents as per tender clause 4.2(c)
- (f) Supporting Documents as per tender clause 4.2(d)
- (g) Detailed proposal as per tender clause 4.3
- (h) Duly completed Annexure-III

ENVELOPE ‘C’: This envelope should contain the financial bid as per Annexure-IV.

8. ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)

It is also required to submit EMD through NEFT or RTGS or Bank Transfer or Direct Credit at the following account before 20-06-2019 at 1500 hrs.

Name of beneficiary: Indian Institute of Management Indore
Address: Rau-Pithampur Road, Indore-453556, M.P.
Account No.: 53018623445
Name of the Bank: State Bank of India
Branch Address: IIM Indore Campus
IFSC Code: SBIN0030525

9. BID OPENING

- a) Technical Bids will be opened on 20th June 2019 at 1530 Hrs.
- b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced subsequently.
- c) **Bids should be summarily rejected, if tender is submitted after the due date and time of submission of the tender or original EMD are not submitted within stipulated date / time.**

10. BID EVALUATION

The bidder would be selected on the basis of ranking and evaluation of Technical and Financial Bids by a Committee, and Committee's decision would be final. The Committee will decide on the parameters to be used for determining the suitability and adequacy of the bids. The procedure for selection of the party/agency shall be based on Quality and Cost Based Selection system for evaluation by the Committee.

The process of selection of the successful bidder would be determined as under:-

10.1 Stage – 1- Pre-qualification Evaluation:

The bidders have to submit the documents mentioned in the clause 4, i.e. OID, eligibility criteria, EMD and Technical criteria.

Marking for Stage-1 Evaluation-

S. No	Particular	Marks Breakup	Total Marks (70)
1	No. of Trainers to be deployed	0.5 Marks of each trainer	Maximum marks - 10
2.	Quality of Trainers to be deployed	1.0 Marks of each trainer	Maximum marks - 20
3	Similar Programmes/activities in IIMs/IITs/Nationally funded educational institutes/large universities during last three financial years	2 contracts -> 5 marks 3 contracts -> 10 marks More than 3 -> 15 marks	Maximum marks - 15
4	Proposal, Programme Outline, Activity Details and expected outcome of each activity	Will be evaluated by the committee	Maximum marks - 25

Total Marks in Technical Bid	70	
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The scores for technical bids are based on the following method:

$$\text{Normalized technical Bid Score} = \frac{\text{Marks obtained in technical bid} \times 10}{\text{Highest marks of technical bid}}$$

For example, the technical scores the bidders are as follows-

Party	Marks of technical bid out of 70
A	60
B	50
C	55

The normalised score for technical bid would be as follows –

Party	Technical Score(TS)
A	10.00
B	8.33
C	9.16

10.2 Stage-2: Financial Bid Evaluation:

The Institute will open the financial bids of bidders who will qualify in Stage-1 evaluation. The date and time of opening the financial bid will be intimated to the Tenderers in advance and financial bid will be evaluated as under:

Scoring of Financial Bids- The scores for financial bids are based on the following method:

$$\text{Normalized Financial Bid Score} = \frac{\text{Lowest Tender Price} \times 10}{\text{Quoted Tender Price}}$$

For example, the quotes for rates for are as follows-

Party	Quoted fee
A	750000
B	650000
C	700000

The normalised score for financial bid would be as follows –

Party	Financial Score - FS
A	8.66
B	10.00
C	9.28

Note that the lower the price, the higher the score.

10.3 Stage-3: Combined evaluation

The score of technical proposal would be given 60% Weightage, and the financial proposal would be given 40% Weightage. The weighted combined score of the Technical bid (Ts), and Financial bid (Fs) shall be used to rank the bidders on the basis of formula as given below:

$$\text{Combined Score} = 70\% * \text{TS} + 30\% * \text{FS}$$

The normalised Combined Score would be as follows –

Party	Technical Score	70% of (ii)	Financial Score	30% of (iv)	Combined Score (iii) + (v)
	(TS)		(FS)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)
A	10.00	7.00	8.66	2.60	9.60
B	8.33	5.83	10.00	3.00	8.83
C	9.16	6.41	9.28	2.78	9.19

10.4 Successful Bidder

- (a) The successful bidder will be the one who has the maximum combined score in Stage-3.
- (b) The purpose of the three-stage selection process spelt out above is to get the services which combine optimally the quality and price.

11. PAYMENT TERMS

- a) No advance payment will be made in any case.
- b) The consultant shall raise invoices on completion of the assignment and the payment will be effected within 14 days after deducting after deducting penalty amount (if any), TDS and any other Government levies as applicable.

12. SPECIAL TERMS AND CONDITIONS:

- (a) Consultant should confirm that each of its trainers/ employees assigned to perform activity have the proper skill, training and background to perform in a competent and professional manner. The consultant is solely responsible for compliance of all safety standards associated with the training. The consultant will check the willingness of the students to undertake an activity /programme. Consultant will obtain an undertaking from the students that they are voluntarily attending the training. IIM Indore will not be responsible for any of the non-compliances or lapses in respect of the aforesaid training.
- (b) Safety of the students participating in the programme is paramount and the consultant should take all necessary precaution to ensure no student is hurt during the programme. If the consultant is of the view that some activity would result in anyone getting hurt, the same should not be carried out.
- (c) Neither Consultant nor Consultant's trainers/employees are, or shall be deemed for any purpose to be, employees of Client. Client shall not be responsible to Consultant, Consultant's trainers/employees governing for any issues, viz, payroll-related taxes related to the performance of the assignment.
- (d) Consultant is responsible for any loss or damage to equipment that may be brought by them and for any injuries to their trainers or other person brought by him.
- (e) The consultant shall assume all liability for and give the Institute complete immunity against all claims, actions or suits or proceedings arising out of or in connection with the performance or rendering services.

- (f) The consultant shall bear all losses of the Institute's property due to his/her/ their negligence.
- (g) The consultant shall not assign or sub-contract this assignment.
- (h) In case of any dispute that arises or that may arise out of or in connection with any of the terms of this assignment or relating to the interpretation of any of the terms of this agreement the parties agree that they shall initially try to settle the dispute through mutual negotiations that may be conducted / held between the Consultant and the Client through their respective signatories to this agreement or through their authorized representatives.
- (i) For any suit or legal proceeding arising out of this agreement only the courts at Indore shall be the courts having jurisdiction to entertain and try the same

13. GENERAL TERMS AND CONDITIONS

13.1 Termination for Insolvency

- a) The IIM Indore may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Institute.
- b) The Courts of Indore alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside other than Indore Court shall have the jurisdiction in the matter.

13.2 Force Majeure

- a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

13.3. Arbitration

In the event of any dispute or difference arising under this supply, the Director, IIM Indore or his nominee is the arbitrator and the decision of the arbitration will be binding on both parties.

13.5. Other Conditions

- a) IIM Indore reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- b) IIM Indore reserves the right to cancel and /or vary the terms and conditions of this Purchase Order wholly or in part at any time before its execution and without assigning any reason. Any inquiry after submission of the quotation will not be entertained.

- c) IIM Indore reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order.
- d) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- e) False declaration/documents will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- f) Conditional tenders will not be considered in any case.
- g) IIM Indore shall not be responsible for any transaction delay i.e. non-receipt of the EMD amount.

ANNEXURE – I

Undertaking

To
Officer (Stores and Purchase)
Indian Institute of Management Indore
Prabandh Shikhar,
Rau – Pithampur Road
Indore

Tender No. IIMI/2019-20/12 dated 07-06-2019
(Notice Inviting Tender for Selection of agency for conducting outbound activity for the participants)

Sir,

1. I /we hereby submit our tender for Selection of agency for conducting outbound activity for the participants along with other required documents.
2. I/ We enclosed herewith the following in favor of Indian Institute of Management Indore towards EMD.

Particular	Amount	Transaction No. & Date	Bank Name	Supporting documents are to be attached along with the Annexure-I
EMD	₹15,000/-			

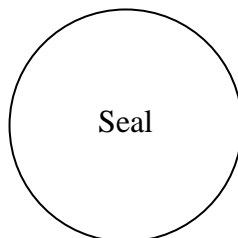
3. I / We hereby reconfirm and declare that I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I / We also confirm that the rates quoted by me / us are inclusive of all taxes, duties etc., applicable as on date.

4. I /we have gone through all terms and conditions of the tender document before submitting the same.

Date:

Place:

Designation:



Authorized Signatory

Name:

Contact No.:

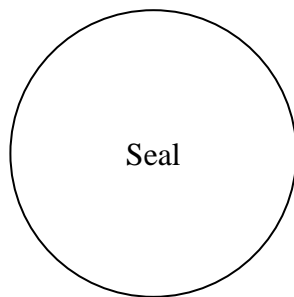
ANNEXURE – II

**CERTIFICATE
(to be provided on letter head of the firm)**

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:



Place:

Authorized Signatory

Name:

Designation:

Contact No.:

ANNEXURE –III**COMPANY DETAILS**

Name of the Party		
Date of Incorporation / Establishment		
PAN Number		
GST Registration Number		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Office Address for Postal Communication		
Authorized Signatory Details	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Contact no.

Date:

FINANCIAL BID

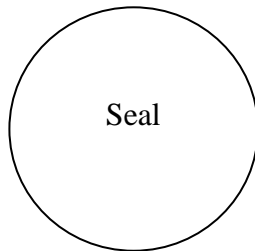
S.No.	Particulars	Amount in Rs.
1	Charges for conducting one day Outbound Activity for the participants on 4 th July 2019 (Detailed scope of work as per tender clause 2)	
	GST ____%	
	Charges including GST and other charges	

Terms and conditions:

1. All expenditure for conducting the process including traveling cost etc. will be borne by the bidder.
2. The Institute will only provide free hospitality on campus including boarding and lodging to the consultant and their team for smooth conduct of the programme at the Institute.
3. The final fee /charges agreed upon will be part of the contract entered into.
4. No advance payment will be made in any case.
5. No conditional bids are acceptable.

Date:

Place:



Authorized Signatory:

Name:

Designation:

Contact No.:

AGREEMENT

This Memorandum of Understanding (hereinafter referred to as the "MOU"), for TRAINING SERVICES' is made on this June, 2019 between M/s, a company registered under the Indian Companies Act / partnership firm and having its registered office at (hereinafter referred to as "CONSULTANT") through its Chief Consultant/Managing Director, Mr./Mrs.

AND

Indian Institute of Management, Indore, with its in Indore, Rau-Pithampur Road, Madhya Pradesh 453556 (hereinafter referred to as "CLIENT")

AND WHEREAS, the Consultant is engaged in the field of Experimental Learning and has partnered various IIMs/ organisations in all behavioural areas through Outbound and In-house development and learning interventions and conducts regular behavioural interventions, induction programs, leadership training programmes, etc,

AND WHEREAS the Client is desirous of availing these services and the Consultant has agreed to provide the same to the Client

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. STATEMENT OF WORK

The Consultant shall provide training services ("Services") to the Client as defined in **Annexe-A** to this agreement.

2. COMPENSATION.

- 2.1 The total consideration for the services rendered by the consultant under this Agreement is "as per the costing sheet", the details of which are fully described in **Annexe-B** to this agreement.
- 2.2 The client agrees and undertakes to make payment in lieu of the services rendered by the Consultant.

3. CONFIDENTIALITY.

- 3.1 The parties acknowledge that Client and Consultant each own valuable trade secrets, and other confidential information relating to their fields of expertise. Such information may include software code, routines, data, know-how, designs, inventions and other tangible and intangible items. All such information owned by the parties is defined as "Confidential Information". The parties undertake that they shall not disclose any confidential information they come across during the course of rendering / receiving services under this agreement.
- 3.2 **NON-DISCLOSURE.** The parties agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to the other party.

3.3. PROPRIETARY RIGHTS. All services provided under this agreement and all materials, products, inventions, works, prepared by them and brought by them to the campus by the Consultant under this Agreement are the property of Consultant and all title and interest therein shall vest in Consultant. These rights include patent rights, copyright, derivative rights, trade secrets, and trademarks. All intellectual property owned by Client shall belong to Client.

4. WARRANTIES.

Consultant warrants that each of its employees assigned to perform services under this agreement shall have the proper skill, training and background to perform in a competent and professional manner. The consultant is solely responsible for compliance of all safety standards associated with the training. Consultant will obtain an undertaking from the students who will be voluntarily attending the training (Copy of the undertaking is appended herein below). IIM Indore will not be responsible for any of the non-compliances or lapses in respect of the aforesaid training.

5. TERM AND TERMINATION.

5.1 This Agreement shall be effective as on ...th June, 2018 and shall be in force and effect till 5th July, 2019, unless terminated earlier in terms hereof.

5.2 This Agreement shall stand terminated upon completion of its term as specified in clause 5.1. The agreement is renewable at the option of the parties for a further period, by the Client and agreement by the Consultant, by executing a fresh agreement to that effect, before or after the expiry of the term of the present agreement.

5.3 MATERIAL BREACH. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement. Material Breach of the Agreement by the Client would imply non-adherence to the schedule of payment and fees in terms of clause 2 of this agreement. Procedure to be followed for termination is in terms of clause 8 of this agreement.

5.4 Either party may terminate this Agreement by giving the other party two weeks prior written notice of its decision to terminate. In such case, Client agrees to pay Consultant for all charges and expenses incurred by the Consultant up to the effective date of termination which shall be the date of dispatch of the written notice of termination by registered post in terms of clause 7.2 of this Agreement.

6. INDEPENDENT CONTRACTOR STATUS. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are, or shall be deemed for any purpose to be, employees of Client. Client shall not be responsible to Consultant, Consultant's employees or any governing body for any payroll-related taxes related to the performance of the Services.

7. GENERAL PROVISIONS

7.1 ASSIGNMENT. Neither party may assign this Agreement or any rights or obligations flowing from this Agreement without the prior written consent of the other party. A sale of substantially all the assets of a party or a merger of a party does not constitute and assignment for purposes of this clause.

7.2 NOTICE. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, email, upon confirmation of receipt; if sent by certified or registered mail, postage prepaid.

- 7.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 7.4 ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.
- 7.5. NON-SOLICITATION. Unless otherwise mutually agreed to by the parties in writing, the parties agree that they will not hire or solicit the employment of any personnel of the other party during the term of this agreement.
- 8. GOVERNING LAW/DISPUTE RESOLUTION / JURISDICTION
 - 8.1 GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws as applicable in the Union of India without giving effect to principles of conflict of laws.
 - 8.2 In case of any dispute that arises or that may arise out of or in connection with any of the terms of this agreement or relating to the interpretation of any of the terms of this agreement the parties agree that they shall initially try to settle the dispute through mutual negotiations that may be conducted / held between the Consultant and the Client through their respective signatories to this agreement or through their authorized representatives.
 - 8.3 In case no agreement / settlement is reached between the parties or no settlement can be reached within ten days of referring such disputes to each other then such disputes shall be referred for arbitration which shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996 as amended from time to time with such statutory enactments or re-enactments that may be made thereto including any fresh enactment as may be in force in India at the material time. The place and venue of arbitration shall be at Indore. The language of the arbitration proceedings shall in English. The fees of the arbitrator shall be borne equally by both the parties.
 - 8.4 For any suit or legal proceeding arising out of this agreement only the courts at Indore shall be the courts having jurisdiction to entertain and try the same.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT:

CLIENT: INDIAN INSTITUTE OF MANAGEMENT

Signature:

Signature:

Name:

Name :

Designation:

Designation:

Address:

Address:

WITNESS

ANNEXE-A TO THE AGREEMENT DATED JUNE 2019

The Consultant to conduct Outbound Activity as part of the Student Induction

The objective of the activity is to provide a platform to introduce themselves, meet the new batch mates, to smoothen the amalgamation process of the new participants into the environment of IIM Indore to sensitize them with the programme requisite in an experiential manner.

A typical one day Outbound Activity would be a combination of:

- Short "ice-breakers" where participants work in pairs or a whole group,
- 1 to 2-hour tasks where groups work in parallel or in collaboration;
- Outdoor tasks involving critical management skills
- Interactive games and activities in groups, dyads or individually

There should be debrief sessions, where the experience is reviewed, analyzed, and related to the work environment. The consultant to give detailed programme outline, activity details and expected out come of each activities.

Maximum number of students are 600. Sufficient number of trainers and facilitators to be engaged to conduct training/activities/exercises with a batch size not exceeding 30.

Consultant to give back up plan in case of weather change or rain on 4th July 2019.

Consultant to provide detailed minutes to minute description of the event, detailed SOP, which is to be followed.

Consultant to elaborate the risk involved in each activity and educate the students before each event. No student should be asked to perform any activity if he /she is not willing.

ANNEXE-B TO THE AGREEMENT DATED JUNE 2019

Compensation:

The Institute will pay a sum of Rs.excluding taxes for the services of the consultant.

The Institute will provide free hospitality on campus including boarding and lodging to the consultant and their team for smooth conduct of the programme at the Institute.

Payment Schedule - The consultant shall raise invoices on completion of the assignment and the payment will be effected within 14 days after deducting after deducting penalty amount (if any), TDS and any other Government levies as applicable.