

**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY,  
DESIGN AND MANUFACTURING KANCHEEPURAM**  
Melakkottaiyur, Off Vandalur-Kelambakkam Road, Chennai – 600 127.

**CPPP – NOTICE FOR INVITING TENDER FOR  
COUNSELLING AND EMOTIONAL WELLBEING SERVICES  
AT IIITDM KANCHEEPURAM**

1.	Tender Enquiry No	IIITDMK/2024-25/GSS/CEW/01
2.	Tender Issue Date	20.08.2024
3.	Tender Mode	E-tender through CPP Portal
4.	Tender Category	Services/ Works
5.	Date of issue / Publishing	20.08.2024
6.	Bid submission Start date	20.08.2024
7.	Bid submission closing date / time	06.09.2024 / 17.00 Hrs
8.	Technical Bid Opening date / time	09.09.2024 / 11.00 Hrs
9.	Commercial Bid Opening	Will be notified on CPPP
10.	EMD amount in INR	Rs. 25,000/- through SBI E-Portal
11.	Bid validity	60 days
12.	Address for communication	Assistant Registrar GSS Section, IIITDM Kancheepuram Chennai 600127 <a href="mailto:gss@iiitdm.ac.in">gss@iiitdm.ac.in</a> 044-2747 6312

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**NOTICE FOR INVITING TENDER FOR  
COUNSELLING AND EMOTIONAL WELLBEING SERVICES  
AT IIITDM KANCHEEPURAM**

Tender No. IIITDMK/2024-25/GSS/CEW/01 Dated 20.08.2024

The Director, IIITDM Kancheepuram proposes to provide Services of “Counselling and Emotional Wellbeing” at IIITDM Kancheepuram.

IIITDM Kancheepuram is an Institute of National Importance established in 2007 with an act of Parliament and located at permanent campus at Melakottaiyur, Chennai 600127 with an approximate student strength of 1800+. All students are residing in the campus.

The Tender Document can be downloaded from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>. (OR) Institute website- <https://iiitdm.ac.in/tenders>.

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of tender.

Critical Date sheet is given below:

1. Tender Issue Date / Publishing Date	:	20.08.2024
2. Bid submission Start date	:	20.08.2024
3. Bid submission closing date / time	:	06.09.2024 / 17.00 Hrs
4. Technical Bid Opening date / time	:	09.09.2024 / 11.00 Hrs
5. Commercial Bid Opening	:	Will be notified on CPPP

**TERMS AND CONDITIONS**

1.	<p><b>Preparation of Tender:</b></p> <ul style="list-style-type: none"><li>• <b>The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.</b></li></ul> <p>The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status shall be indicated below the signature along with official seal/stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of the bid submitted by the firm.</p> <ul style="list-style-type: none"><li>• The bids of the agency/firm/company not in possession of valid statutory license / registrations are liable for rejection.</li><li>• If any relative of the bidder is an employee of the IIITDM Kancheepuram, the name, designation and relationship of such employee shall be intimated to the Registrar, IIITDM Kancheepuram in writing while submitting the bid. No bidder will be allowed to withdraw / alter / modify the bid during the bid validity period.</li></ul>
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2.	<p><b>Signing of Tender</b></p> <ul style="list-style-type: none"> <li>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. <b>Each page of the bids is required to be signed and bear the official seal of the Bidders.</b></li> <li>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.</li> </ul> <p>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.</p>
3.	<p><b>Period for which the offer will remain open:</b></p> <p>The Tender shall remain open for acceptance/validity till: <b>60 days from the date of opening of the tender.</b> However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.</p>
4.	<p><b>Prices:</b></p> <ul style="list-style-type: none"> <li>The prices quoted must be Nett considering all scope of work, terms &amp; conditions and as per the technical specification mentioned in <b>Annexure-A. The prices quoted by the Bidders should be inclusive of GST and other statutory levies.</b></li> </ul> <p>All conditional tenders and tenders with prices quoted on a variable basis will be rejected straightaway</p>
5.	<p><b>Payment Terms:</b></p> <ul style="list-style-type: none"> <li><b>No Advance Payment will be made for the service.</b></li> <li>The Payment will be made only after satisfactory completion of work and as per terms and conditions of the contract</li> <li>Institute will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.</li> </ul>
6.	<p><b>Terms and Conditions:</b></p> <p>Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for noncompliance will likely to lead to rejection of offers.</p>
7.	<p><b>Right of Acceptance:</b></p> <p>IITDM Kancheepuram 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.</p>

8.	<p><b>Communication of Acceptance:</b> Letter of Intimation and acceptance will be communicated by post to the successful bidder to the address indicated in the bid.</p>
9.	<p><b>Duration of the contract:</b></p> <ul style="list-style-type: none"> <li>• Initially, the contract will be awarded for one year.</li> </ul> <p>The period may be further extended annually up to a maximum of another two years on annual basis <b>subject to the bidder agreeing to the same or a lesser rate and depending on the satisfactory performance to be reviewed by the Monitoring Committee periodically.</b></p>
10.	<p><b>Payment Terms:</b></p> <ul style="list-style-type: none"> <li>• Payment as quoted in the bid process and accepted by the Institute shall be made as per the <b>actual availing quantity of services by the users</b>. The payment terms are given in <b>Annexure 'E'</b>.</li> <li>• The payment shall be made only upon the completion of work / assignment to the satisfaction of the Institute.</li> <li>• If any of the items/activities as mentioned in the price bid are not taken up by the successful Bidder during the course of the assignment, Institute shall not pay professional fees quoted by the Bidder in the price bid against such activity/item.</li> </ul>
11.	<p>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 the liberty to question the bidding conditions, bidding process and/or rejection of bids.</p>
12.	<p><b>Conditions of contract:</b> Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers.</p>
13.	<p><b>Bidder shall submit along with his Tender:</b> Name and full address of the Banker and their swift code and PAN No. and GSTIN number.</p>
14.	<p>Institute shall not entertain any other claims over and above cost specified in the Financial Bid such as Professional Charges, Out of Pocket Expenses like Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses, including related Establishment Cost etc.</p>
15.	<p><b>Jurisdiction:</b> 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.</p>
16.	<p><b>Penalty &amp; Liquidated Damages / Force Majeure:</b></p> <ul style="list-style-type: none"> <li>• If the selected Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, Institute reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. A penalty will be calculated on a per week basis and on the same Rate as applicable to Liquidated Damages (LD). In case of termination of the contract, Institute reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.</li> <li>• Both Penalty and Liquidated Damages are independent of each other and are applied separately and concurrently. Penalty and LD are not applicable for reasons attributable to the Institute and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Institute and Force Majeure.</li> <li>• The selected Bidder shall submit the proof authenticated by the Bidder and Institute's official that the delay is attributed to the Institute and/or Force Majeure along with the bills requesting payment.</li> </ul>

<b>17.</b>	The bidder shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIITDM Kancheepuram and no corrections, additions and alterations made to the same. If any deviation 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.
<b>18.</b>	The bidder shall study the tender document, Bidder Eligibility criteria and technical specification in detail as given in the document before submitting the bid.

**Sd/-**  
कुलसचिव / **Registrar**  
**IIITD&M Kancheepuram**

### **Additional Terms & Conditions:**

1. **Forfeiture of EMD in the event of withdrawal by Selected Organization** – In case Selected Organization withdraws from contract/ discharging duties post selection by the Institute and prior to the signing of the agreement, EMD amount shall not be refunded to the Selected Organization.

2. Institute reserves right to withdraw, cancel or postpone the NIT and subsequent process at any stage, without assigning any reason. Failure of the Institute to select an Organization shall not result in any claim whatsoever against the Institute. Institute reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever. By submitting a response to the NIT / proposal, the Organization agrees to promptly contract with the Institute for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Institute will relieve the Institute of any obligation to the Selected Organization, and a different Organization may be selected based on the selection process

3. **The execution, delivery and performance under an Agreement by such Party:**

(a) Will not violate or contravene any provision of its documents of incorporation;

(b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

(c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to any court, government instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person what so ever;

(d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder. The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time. Institute would not assume any expenses incurred by the Organization in preparation of the response to this NIT and also would not return the proposal documents to the Organizations. Institute will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc., on proposals or proposed contract or for any work performed in connection there with. To assist in the scrutiny, evaluation and comparison of offers, Institute may, at its discretion, ask some or all Bidders for clarification on their offer. Request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Director of the Institute will be the final authority in case any interpretation of any clause of the NIT is required and his decision in this regard shall be final.

4. **Right to Alter Scope**–Institute reserves the right to alter requirements specified during the NIT stage. Institute also reserves the right to add/ modify/ delete from the list of items specified as part of the requirements for the purpose of NIT. If the Institute is not satisfied with the specifications as specified in the NIT and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

5. **Partnering with Other Agencies:** Institute expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the Bidders are permitted to associate with individuals/ organizations for delivery of select services and for providing specific propositions to the Institute as deemed necessary to address the scope of work as specified in the Scope of Services. In case the Bidder or the associate firm is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

### **6. Near Relative**

Bidder should give a certificate that none of his/her near relatives is working in IIITDM Kancheepuram. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in the case of a limited company by all the directors of the company. Any breach of these

conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. Institute will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in any tender of IIITDM Kancheepuram.

The format of the certificate is given as **Annexure- 'D'**. The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) One is related to the other in the manner as father, mother, son(s), & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

## **7. All Confidentiality**

a. the Institute process details, documents, data, applications, software, systems, papers, statements, student information and all Institute's employee details, data, documents and papers, which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Institute nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.

b. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by the Institute other than as may be required for the performance of the Consultant obligation under this Agreement.

c. The Consultant shall notify Institute promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control of Consultant or its affiliates.

e. Consultant shall to the extent practicable, immediately furnish a certificate signed by its direct or another responsible representative on company letter head confirming that to the best of his/her knowledge, information and belief, having made all proper inquiries the requirements of this paragraph have been fully complied with and also, comply with the secrecy provision of applicable laws. Bidder should follow professional ethics and conduct, in performing duties.

f. Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by the Institute under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

g. It shall be incumbent duty of the Consultant to undertake not to disclose any information of Institute to any third person and the Consultant shall keep all knowledge of activities and affairs of the Institute strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest of the Institute.

h. The following is not included in the confidential information mentioned above:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by Institute was known to or in possession of the Consultant at the time of disclosure;

iii. Was disclosed or parted with the prior consent of Institute;

iv. Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such a third party acquired directly or indirectly from Institute.

The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss,



destruction, deletion and/ or alteration. It shall neither misuse or permit misuse directly or indirectly, nor financially exploit the Confidential Information for economic or other benefit. Not with standing above INSTITUTE shall take all the reasonable care to protect all the confidential information of the consultant.

i. Provisions of this Clause shall survive the termination of this Agreement.

j. Institute has the right to terminate the services of the bidder if it fails to comply with the conditions imposed.

## **8. Termination**

Institute shall have the option to terminate / cancel this NIT at any stage without any prior notice. Institute can terminate this assignment if;

a. The selected bidder commits a breach of any of the terms and conditions of the bid/contract;

b. Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) working days after Institute gives written notice; or

c. Failure by the Service Provider to provide Institute, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to Institute.

d. The progress made in execution of the contract, by the selected bidder is found to be unsatisfactory;

e. Institute reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided by the Service Provider as per the scope of work;

f. The Consultant is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

g. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty-one (21) days;

h. The Consultant is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

i. The Consultant becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Institute reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving the Bidder at least 30 days' prior notice in writing.

In case the Institute cancels any particular order, the advance payments made by the Institute to the Bidder would necessarily have to be returned to the Institute with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post termination of the Contract.

On termination, the rights granted to the Service provider / Consultant shall immediately terminate.

In the event of termination of Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Institute shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Institute reserves the right to get the balance contract executed by another party of its choice by giving three months "notice" for the same. In such event, the selected bidder is bound to make good the additional expenditure, which Institute may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

## **9. Publicity**

Any publicity by the selected Bidder in which name of the Institute is to be used should be done only with the explicit written permission of the Institute. All publicity materials like welcome kit, pamphlets, fliers, posters, mailers and other similar promotion materials mandatorily bearing information about the counseling centres, website, app, toll free numbers, details of counselors, Assistance Program, etc., must only have Institute's logo for creating awareness among users about the service to all. During contract period the Service Provider shall not directly or indirectly promote its firm or its activities or use its name or logo in any of the publicity materials. **All**

**the services provided by the Service Provider shall carry only the Institute logo and nowhere the brand or logo of the Service Provider shall be used.**

## **10. Order Cancellation**

**10.1 Part Exit Clause:** Institute may any time terminate or exit from the agreement for all/some specific services by giving written notice of one month to the Bidder. Institute may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an agency identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for the subsequent period would not be payable.

## **10.2 Indemnity**

Selected Organization shall indemnify the Institute, and shall always keep indemnified and hold the Institute, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harm less from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Institute as a result of:

- Institute's authorized/bonafide use of Deliverables and/or Services provided by the Selected Organization under this assignment; and/or
- Negligence or willful misconduct of the Selected Organization and/or its employees, agents, in performance of the obligations under this assignment; and/or
- Claims made by employees or sub-contractors or sub-contractors' employees, who are deployed by the Selected Organization, against the Institute; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Selected Organization to its employees, its agents, Bidders and sub-contractors, or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Selected Organization under this assignment; and/or
- Breach of confidentiality obligations of the Selected Organization; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Institute shall notify the Consultant in writing as soon as practicable when the Institute becomes aware of the claim and co-operate with the Selected Organization in the defense and settlement of the claims. Selected Organization shall have sole control of the defense and all related settlement/ negotiations, and Institute will provide the Selected Organization with the assistance, information and authority reasonably necessary to perform the above. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this NIT.

## **10.3 Corrupt and Fraudulent Practices**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement processor in contract execution
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement processor the execution of the contract to the detriment of the Institute and includes collusive practice among Consultant (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of benefits of free and open competition.

Institute reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Institute reserves the right to declare a firm in eligible, either indefinitely or for a stated period of time as per the Institute's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **10.4 Violation of Terms**

Institute shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce performance of the covenants, obligations and representations contained in this NIT. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Institute may have at lower in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **10.5 Authorized Signatory**

Selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Institute, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing a contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with the Institute. Bidder shall furnish proof of signature identification for the above purposes as required by the Institute.

#### **Service Level/Non-Disclosure Agreement the Successful Bidder shall execute**

(a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Institute (format is given in **Appendix 5**); and

(b) Non-Disclosure Agreement (NDA). The Bidder shall execute the SLA and NDA within one month from the date of acceptance of a Letter of Award. The contract shall be executed by the authorized signatory of the Selected Organization / Consultant. A power of attorney to that effect shall be submitted by the successful Bidders. All the expenses related to the execution of the document, such as the applicable stamp duty and registration charges if any shall be borne by the Consultant / Service Provider (format is given in **Annexure - I**)

#### **10.6 Right to Reject Proposals**

Institute reserves the absolute and unconditional right to reject the response to this NIT if it is not in accordance with its requirements and no correspondence will be entertained by the Institute in the matter. Proposals received from Bidders are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the NIT document.
- It is not accompanied by the requisite EMD.
- It is not properly or duly signed.
- It is received through email /fax.
- It is received after the expiry of the due date and time.
- Incomplete or non-furnishing of the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the NIT.

#### **10.7 Substitution of Project Team Members**

The bid should also contain resource planning proposed to be deployed for the project, which includes *inter-alia*, the number of personnel, skill profile of each personnel, duration of employment etc. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Institute by providing alternate staff of the same level of qualifications and expertise. If the Institute is not satisfied with the substitution, Institute reserves the right to terminate the contract and recover whatever payments made by the Institute to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. Institute reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Institute) during the course of the assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

### **10.8 Penalty & Liquidated Damages**

If the selected Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, Institute reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. A penalty will be calculated on a per week basis and on the same Rate as applicable to Liquidated Damages (LD). In case of termination of the contract, Institute reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applied separately and concurrently.

Penalty and LD are not applicable for reasons attributable to the Institute and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Institute and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Institute's official that the delay is attributed to the Institute and/or Force Majeure along with the bills requesting payment.

**Signature of the bidder with date and Seal**

## ELIGIBILITY CRITERIA

### 1. Bidder Eligibility criteria:

#### Eligibility Criteria

1. The bidder nor any of its partners has been 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**.
2. The agency should have aggregate annual turnover of minimum Rs.25.00 Lakhs during each of the last 3 years ending 31-03-2023. This should be certified by a chartered accountant - (Necessary Annual accounts statements should be attached).
3. Bidders should have provided/extended similar service to Government institutions/PSUs/autonomous organizations / Higher Educational Institutions or other similar Institutions in the last 5 years' i.e during 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 in the field of counselling and emotional wellbeing services. Must have served atleast ONE IIT / NIT / IIIT in last 5 years. The bidders should submit the following proofs:
  - (a) Copies of the work order
  - (b) Performance / User Certificate
4. The bidder must be an Indian firm/company/ organization registered under the Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932. (Consortium of companies not permitted) - Certificate of Incorporation & Registration Certificate showing type of firm should be submitted.
5. The bidder should have atleast 1 running contract of similar nature in the area of mental health and providing counselling services to Higher Educational Institutions. The details of the same along with the supporting document has to be submitted as per **Annexure 'J'**

#### II. Technical Specification:

1. The counsellors should be proficient in providing counselling in multiple regional languages of India such as Tamil, Telugu, Malayalam, Kannada, Bengali, Marathi, etc apart from English and Hindi. (Self-declaration certificate has to be submitted by the bidder)
2. The bidder should be able to provide, at a particular point of time in a day, a minimum of 5 counsellors and a maximum of 10 counsellors who possess Masters in counselling psychology or clinical psychology from reputed institutions. - Copy of list of counsellors on roll with required details in their letter head with seal and signature has to be submitted (**As per Annexure 'K'**).
3. **Profile of the Dedicated Team Assigned**
  - a. Number of Counsellors available for this service
  - b. Experience and profile of the Team Leader assigned
  - c. Profile of the Project Team assigned and their relevant experience
4. **Organization's Experience and Credentials**
  - a. Experience (as per Annexure 'F')
  - b. Credentials (as per Annexure 'F')

**NOTE: It is the responsibility of the bidder to provide relevant documents related to the above technical parameters for evaluation. For all parameters, a detailed write-up needs to be submitted (along with the relevant documents), which will be used for evaluation along with**

**tender documents.**

2

**Number of Bids and their Submission** The bidders should submit the bids in Two bid system as detailed below: -

**Technical Bid**

- The technical bid should consist of, Eligibility Criteria and Technical Specification compliance sheet (proforma given in **Annexure- 'A'**) along with all relevant documents proof.
- The bidder should go through the scope of work and technical specification given in the tender document, understand the requirement of IIITDMK and submit their technical bid covering the following details along with all relevant document proof in the proforma given in **Annexure- 'A'**

**THE PROOF ATTACHED SHOULD BE INDEXED AND PAGE NUMBERS OF THE ATTACHED PROOF SHOULD BE CLEARLY MENTIONED IN THE TECHNICAL BID FORMAT**

**Financial Bid**

- The financial bid should be submitted in excel format (BoQ) as per the proforma (**Annexure- 'B'**) uploaded in the eTender website. The Quoted price should be inclusive of all cost and statutory levies.
- Bidder should quote prices in BoQ only, bids indicating rates anywhere else in the technical bid shall be liable for rejection.

## **BID EVALUATION**

### **1 Evaluation of Bids**

#### **A. TECHNICAL BID EVALUATION:**

Technical Bid evaluation will be as follows:

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

<b>Sl.No</b>	<b>Technical Evaluation Parameter</b>	<b>Maximum Marks</b>
<b>1</b>	<b>No of counsellors available for this services</b>	<b>25</b>
1.1	50 + Number of Counsellors available for this service	25
1.2	<11-49> Number of Counsellors available for this service	15
1.3	<5-10> Number of Counsellors available for this service	10
<b>2</b>	<b>Organization's Experience and Credentials</b>	<b>25</b>
2.1	Serving More than 20 CFTIs in last 5 years	25
2.2	Serving 11-19 CFTIs in last 5 Years	15
2.3	Serving 5-10 CFTI in last 5 years	10
<b>3</b>	<b>Marks Background of the organization (Type of company, certification for quality, Turn Over etc.) Reputed/Valuable clients</b>	<b>25</b>
3.1	Corporate / Public Ltd	25
3.2	Private Limited Company	15
3.3	Proprietary / Partnership Company	10
<b>4.0</b>	<b>Average of Turn Over for the FY Years 2020-21, 2021-22, 2022-23</b>	<b>25</b>
4.1	Above 5 Cr	25
4.2	Above 1 Cr	15
4.3	Above 25 Lakhs	10
<b>Total Marks</b>		<b>100</b>

NOTE: It is the responsibility of the bidder to provide relevant documents related to the above technical parameters for evaluation. For all parameters, a detailed write-up needs to be submitted (along with the relevant documents), which will be used for evaluation along with tender documents.

After evaluation of technical bid including their technical presentation, the financial bids of only those firms who have **secured a minimum of 50 marks (50%)** of Technical Bid evaluation will only be declared as technically 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 100 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) in Table No.1 (Annexure – 'B') alone will be taken up for arrival of Lowest Bid (L1) value.

**In case of tie, a bidder with higher technical score will be considered for award of work.**

2

### **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 (75%) and cost (25%) scores and adding them up. The calculation for arriving at the total combined score (Technical and Cost) is 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	$(L1/L) \times 100 = F$
Combined technical and financial score (H) of the bidder	$M \times 0.50 + F \times 0.50 = H$

The combined technical and financial scores of all the bidders will be calculated as above and the bidder who secures the **highest combined score (H1) will be selected** as the successful bidder.



## **SCOPE OF WORK**

### **SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIITDM KANCHEEPURAM**

IIITDM Kancheepuram invites Tender **for hiring online wellness and mental health counselling support to the students at IIITDM Kancheepuram**. IIITDM KANCHEEPURAM currently operates from its permanent campus of 51.75 acres located at Melakottaiyur, Off Vandalur-Kelambakkam Road, Chennai 600127. There are approximately 1800+ students residing inside the campuses.

There is a requirement to engage wellness & mental health counseling service to help students come up with stress and anxiety related to the issues mentioned below: -

- (a) Challenges surrounding transition and change
- (b) Home sickness
- (c) Uncertainty about values and goals
- (d) Academic pressure
- (e) Dealing with new academic patterns
- (f) Personal relationships with a special one and with friends
- (g) Family concerns
- (h) Issues of grief and loss
- (i) Stress, depression and anxiety
- (j) Lack of motivation; concentration difficulties
- (k) Aggression
- (l) Suicide Ideations
- (m) Social Isolation
- (n) Sexual Orientation
- (o) Sexual disorders
- (p) Addiction
- (q) Personality Development
- (r) Lack of Motivation
- (s) Sleep Issues
- (t) Obsessive thoughts and compulsive behavior.

**Service to be provided by the Guidance and Counselling, registered firms and companies: -**

#### **BASIC: (exclusively for IIITDM Kancheepuram)**

1. Online counselling
  - (a) text based, chat mode, and/or video conferencing
  - (b) Tele counselling (24x7) and
  - (c) Mobile App based services (24X7)

#### **EXTENDED: (exclusively for IIITDM Kancheepuram)**

1. Face-to-face counselling inside the campus (walk - in + scheduled)
2. Barefoot counselling – training sessions for select students, faculty and staff members
3. Workshops on various psychological issues such as Gender sensitivity, interpersonal skills, stress management and relaxation techniques
4. Awareness campaigns and seminars

**OPTIONAL: (exclusive for IITDM Kancheepuram)**

1. Psychometric assessment.
2. Cost per session per student Critical Incident Stress Debriefing (CISD). Bidder shall provide CISD sessions consisting of not more than six sessions of one hour each per incident. Bidder shall provide onsite assistance (Institute premises) in case of emergencies, for counselling and resolving crisis.
3. Other chargeable / complimentary services offered by the Bidder (which may be taken by the Institute, if required)

All information, data and statistics will be considered proprietary in nature of IITDM Kancheepuram and cannot be used anywhere, including research and study.

**PROFORMA FOR TECHNICAL BID**

SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIITDM KANCHEEPURAM  
Tender No. IIITDMK/2024-25/GSS/CEW/01

**Bidder Eligibility Criteria**

S.No.		Compliance (YES/NO)	Reference Page No.	Remarks, if any
<b>Eligibility Criteria – I</b>				
1	The bidder nor any of its partners has been 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 <b>Annexure</b> .			
2	The agency should have aggregate annual turnover of minimum Rs.25 Lakhs during each of the last 3 years ending 31-03-2023. This should be certified by a chartered accountant - (Necessary Annual accounts statements should be attached).			
3	Bidders should have provided/extended similar types of arrangements to Government institutions /PSUs/ autonomous organizations / Higher Educational Institutions or other similar Institutions in the last 5 years' i.e during 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 in the field of counselling and emotional wellbeing services. Must have served atleast ONE IIT / NIT / IIIT in last 5 years. The bidders should submit the following proofs: a. Copies of the work order b. Performance / User certificate			
4	The bidder must be an Indian firm/company/ organization registered under the Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932. ( <b>Consortium of companies not permitted</b> ) - Certificate of Incorporation & Registration Certificate showing type of firm.			
5	The bidder should have atleast 1 running contract of similar nature in the area of mental health and providing counselling services to Higher Educational Institutions. The details of the same along with the supporting document has to be submitted as per <b>Appendix 'M'</b>			

**SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE**

## TECHNICAL SPECIFICATION:

SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIITDM KANCHEEPURAM  
Tender No. IIITDMK/2024-25/GSS/CEW/01

Sl.No	Technical Evaluation Parameter	Compliance (YES/NO)	Reference Page No
1	The counsellors should be proficient in providing counselling in multiple regional languages of India apart from English and Hindi such as Tamil, Telugu, Malayalam, Kannada, Bengali, Marathi, etc		
2	The bidder should be able to provide, at a particular point of time in a day, a minimum of 5 counsellors and a maximum of 10 counsellors who possess Masters in counselling psychology or clinical psychology from reputed institutions. - Copy of list of counsellors on roll with required details in their letter head with seal and signature has to be submitted (As per Appendix 'N').		
3	<b>Profile of the Dedicated Team Assigned</b>		
3.1	Number of Counsellors available for this service		
3.2	Experience and profile of the Team Leader assigned		
3.3	Profile of the Project Team assigned and their relevant experience		
4	<b>Organization's Experience and Credentials</b>		
4.1	Experience (As per Appendix 'N')		
4.2	Credentials (As per Appendix 'H')		

**NOTE:** It is the responsibility of the bidder to provide relevant documents related to the above technical parameters for evaluation. For all parameters, a detailed write-up needs to be submitted (along with the relevant documents), which will be used for evaluation along with tender documents

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**

**FINANCIAL BID - BILL OF QUANTITIES (BOQ)**

SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIITDM KANCHEEPURAM  
Tender No. IIITDMK/2024-25/GSS/CEW/01

**Table 1: Mandatory Services.**

S.No.	Description	Qty/ per	Unit	Basic Rate	GST (%)	Total Amount W/o Taxes	Total Amount with Taxes	Total amount in words
<b>BASIC SERVICES</b>								
1.	Online counselling (text based, chat mode, and/or video conferencing)	1	Month					
2.	Tele counselling (24 x 7)	1	Month					
3.	Mobile App Based services	1	Month					
<b>EXTENDED SERVICES</b>								
1	Face to face counselling inside the campus ( <i>Payment shall be on the basis of actual availment of services based on the app generated and manual attendance</i> )	1	Hour					
2	Barefoot counselling – training sessions for select students, faculty and staff members	1	Hour					
3	Workshops on various psychological issues such as Gender sensitivity, interpersonal skills, stress management and relaxation techniques	1	Hour					
4	Awareness Campaigns, Seminars	1	Hour					
<b>Total Charges in ₹ (in figures and words)</b>								

**TOTAL CHARGES OF TABLE -1 ABOVE ALONE WILL BE CONSIDERED FOR ARRIVING PRICE BID L-1 OF THE QUOTE.**

**Table 2: Optional Services.**

**(NOT INCLUDED IN ARRIVING AT L-1)**

S.No.	Description of work	Qty/ per	Unit	Basic Rate	GST (%)	Total Amount W/o Taxes	Total Amount with Taxes	Total amount in words
1	Psychometric assessment	1	Assess ment					

2	Cost per session per student Critical Incident Stress Debriefing (CISD). Bidder shall provide CISD sessions consisting of not more than six sessions of one hour each per incident. Bidder shall provide onsite assistance (Institute premises) in case of emergencies, for counselling and resolving crisis.	1	Hour session					
3	Other chargeable / complimentary services offered by the Bidder (which may be taken by the Institute, if required)	1	Lumps um					
<b>Total Charges in ₹ (in figures and words)</b>								

All information, data and statistics will be considered proprietary in nature of IIITDM Kancheepuram and cannot be used anywhere, including research and study

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**

**SELF-DECLARATION THAT THE SERVICE PROVIDER HAS NOT BEEN DEBARRED**

*(This letter should be on the letter head of the bidder duly signed by the authorized signatory)*

*I.....S/o..... R/o..... Police Station..... District*

*..... (Firm or Company) do hereby declare and solemnly affirm:*

Director / Partner/ sole proprietor (Strike out whichever is not applicable)

- I. That the Firm ..... has not been Debarred or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Debarred or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. 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 firm or any partner of the Firm before any Court of Law / Police.

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**

**Self-Declaration about Non Participation of Near Relative**

*(This letter should be on the letter head of the Bidder duly signed by the authorized signatory)*

I \_\_\_\_\_ Son of / .....W/o \_\_\_\_\_

R/o \_\_\_\_\_ hereby certify that none of my relative(s) as defined in the tender document is/are employed in IIITDMK or its ancillaries as per details given in tender document. In the case at any stage, it is found that the information given by me is false/ incorrect, the department shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Further, it is certified that the firm is not owned or controlled by any Employee (or Relatives) of the Institute. or any other CFTI, both present and those who have retired in the last one year.

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**



**PAYMENT TERMS**

**Provision of Payment to the service providers.**

- a) No advance payment will be made to the bidder.
- b) Payment for the work completed will be done on a monthly basis and after verification of bills. The bill must contain the GST details and bank details of the bidder.
- c) Payment will be made after deducting the cost of damages, penalties (if any) and taxes and dues as applicable.
- d) Duly completed bills will be settled at the earliest. In case there are any observations / discrepancies in the bill, then the bill be returned for corrections and processed upon re-submission.
  - e) Monthly comprehensive service report is to be submitted with monthly Bill before payment for verification of bill.

**Note:**

1. Payment for any other services availed by the Institute, as required from time to time from the list of services mentioned in Table II of Financial Bid in any month shall be made on receipt of invoice and on the basis of actual availment.
2. At the end of any month during the agreement period, the Selected Bidder shall raise invoice for that month before the 10<sup>th</sup> of next month. The invoice be supplemented with the required monthly reports (and presentations, if required by the Institute) on the trends of the program and usage to determine effectiveness of the Assistance Programme.
3. Invoice shall be raised only on completion of milestones of the project asset out in the scope of this NIT.

**EXPERIENCE AND CREDENTIALS**

The expertise of organization in executing similar Assistance Programs in other organizations should be exhibited in detail. The key impact created by Bidder in other organizations should be clearly highlighted and backed by references. The Credentials should be arranged as below:

<b>Sl. No.</b>	<b>Name of the organization where the assignment was undertaken</b>	<b>Scope of Assignment</b>	<b>Duration of Assignment</b>	<b>Project Team</b>	<b>Performance (Excellent/Very Good/Good)</b>
1.					
2.					
3.					
4.					
5.					
6.					

All Credentials should be backed by references, which must include the following details:

- Contact Person's Name
- Name of the Organization and Designation
- E-mail Address
- Mobile Number

Institute reserves the right to approach the references for further background checks.

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**

**TEAM PROFILE**

The list should include the team leader and key team members with their proposed role in the assignment.

<b>Sl. No.</b>	<b>Name</b>	<b>Age</b>	<b>Qualification</b>	<b>Experience relevant to NIT</b>	<b>Proposed role in the assignment</b>

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

Institute shall reserve the right to seek a change of resource personnel in case of need.

**Service Level Agreement Format**

This Service Level Agreement (hereinafter termed as “Agreement”) is made and entered into on [day] day of [month] of [year] (hereinafter termed as “Said Day”) by and between [name] with its principal place of business located at [address] (hereinafter referred as “service provider”) and [name] with [his/her/business] located at [address] (hereinafter referred as “User” and collectively as “the Users”).

WHEREAS, the Company is providing service of [description of service];

WHEREAS, the service provider has expertise in the area of [insert description of the area of expertise];

WHEREAS, the Service provider has decided to render the service of [service which is rendered] to the user from [date];

NOW, THEREFORE, the Parties hereby agree as follows:

1. The service provider is expected to render services in the area of [mention areas of services], which has to be performed with due diligence and guaranteed up to [mention guarantee period]
2. The service has to commence from [commencement period] and shall terminate by [termination period]
3. The service shall be available for [list the subjects to which service is available] from [timing].
4. The service provider shall undertake the needs of the user by [describe the mode of approaching the user’s need]
5. In case [list circumstances where service will not be availed] the service provider shall refrain from giving their service to the user.
6. The report of the service will be monitored by [name and designation of the person authorized to monitor] and the report shall include [list the contents of the report].
7. When a dispute arises the parties shall [mode of redressal].
8. As a consideration to the service rendered the user shall remit a fee amount of [fee amount] to the Service provider within [time period] through [mode of payments]

**SIGNATURE OF BIDDER ALONG WITH  
SEAL OF THE COMPANY WITH DATE**

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made on this \_\_\_ day of \_\_\_ 2024 (“Effective Date”) at Chennai.

BETWEEN

\_\_\_\_\_ (**WRITER**), an adult inhabitant of India having Pan No \_\_\_\_\_ having permanent address at \_\_\_\_\_ and current address at \_\_\_\_\_ (hereinafter referred to as the “**Disclosing Party/Writer**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, legal representatives) of the One Part

AND YYYY, a [proprietorship/partnership/company] [through the sole proprietor/ acting through its partner [\_\_\_\_\_] / incorporated under the provisions of the Companies Act, 1956], with its [principal place of business] [registered office] located at [\_\_\_\_\_], (hereinafter referred to as the “**Receiving Party/Producer**”, which expression shall, unless it be repugnant to the context or meaning thereof, means and includes [his/her heirs, executors, administrators, legal representatives/ the partners or partner for the time being of the firm the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns/ its successors and assigns]) of the **OTHER PART**;

“Disclosing Party/Writer” and “Receiving Party/Producer”, hereinafter collectively referred to as “Parties” and individually a “Party”

WHEREAS

(A) [“The Parties intend to enter into discussions with each other regarding the clippings, strategies/synopsis/story/story line/ narration/script/screenplay/ dialogue and literary work titled \_\_\_\_\_ owned, written and authored by the Disclosing Party and registered by the Disclosing Party/Writer with the Film Writers Association as also attached hereto as Annexure”] [“Submissions”] to access the possibility of enabling the said Receiving Party/Producer to produce a \_\_\_\_\_ based on the same on mutually agreed terms as may be agreed to and executed by the Parties if/as and when applicable (hereinafter referred to as the “Purpose”). It is expressly clarified herein that nothing herein is deemed to transfer any intellectual property rights and/or any other rights of the Disclosing Party/Writer in the said Submissions and/or any other Proprietary and Confidential Information (defined below and hereinafter collectively referred to as Confidential Information), to the Receiving Party/Producer under any circumstances and/or for any reason whatsoever.

In order to proceed with the Purpose, the Disclosing party has agreed to additionally provide certain Proprietary and Confidential Information concerning the Purpose and the receiving party has agreed to accept such confidential information on a strictly confidential basis and on the terms and conditions set out below.

**IN CONSIDERATION** of the Receiving Party having access to the Disclosing Party’s said Confidential Information each Party agrees to the following terms and conditions

1. The term “Confidential information” for the purpose of this Agreement shall mean the said Submissions and each concept, idea, game-play mechanic, set design, business model, and/or other element contained therein and any and all other proprietary and/or any other information and/or data which is provided and/or obtained here under weather in relation to the submission and/or otherwise, whether in writing, pictorially, in machine readable form, orally or by observation during their interactions/discussions, in connection with the Purpose or otherwise, including but not limited to, all intangible and tangible information, documents, data, papers, statements, any business/customer information and trade secrets relating to its business practices in connection with the Purpose or otherwise, and will form a part of the proprietary and confidential information weather disclosed by the Disclosing and/or Receiving Party

2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential information shall not include any information that:
  - a) Is or becomes publicly available without breach of this Agreement
  - b) Becomes lawfully available to either Party from a third party free from any confidentiality restriction.
  - c) Is required to be disclosed under any relevant law, regulation or order of court, provided the affected Party is given prompt notice of such requirement or such order and (where possible) and provided the opportunity to contest it as per applicable law, and the scope of such disclosure is limited to the extent possible
  - d) Was previously, i.e., prior to the date of this Non-Disclosure Agreement, possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written and dated original and valid records
3. The Receiving shall use the Confidential information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent, and in addition to the same the Receiving Party will only share such Confidential Information with its internal employees only and strictly on a need to know basis
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential information
5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any confidential information or any documents containing confidential information without the Disclosing party's written consent.
6. The Receiving Party shall immediately upon request by the Disclosing party deliver back to the Disclosing Party all Confidential information disclosed to the Receiving party, including all copies (if any) made under above clauses.
7. The Receiving party shall not use the Confidential information to procure a commercial advantage and/or otherwise for any purpose whatsoever other than the Purpose without the prior written approval of the Disclosing Party,
8. The Receiving party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement and/or any undertakings hereunder by the Receiving Party, in addition to and without prejudice any other remedies available to the Disclosing Party in law or in equity.
9. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement and subject to the terms and conditions hereunder.
10. Receiving Party shall not modify or erase the logos, trademarks etc. of Disclosing Party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc., of the other party in any advertisement, press etc. and/or otherwise, without the prior written consent of the other party.
11. No warranties of any kind are given with respect to the confidential information and/or any other information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of confidential information hereunder except to the extent that such provision or use is caused by and constitutes a breach of this Agreement.
12. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power
13. This Agreement shall be governed by the laws of India. The Parties hereto undertake that any dispute which may arise between them shall first be dealt with in the manner stated below, irrespective of the other recourse, which any Party may have in law or in equity.

14. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of thirty (30) days, either Party to the dispute may give ten (10) days' notice of invocation of dispute settlement by the Film Writers Association, Mumbai, to the other Party in writing. The Parties hereto shall submit to such mediation award by the Film Writers Association and the award shall be enforceable in any competent court of law in Mumbai.

15. Subject to the provision of Clause 16, the Courts having jurisdiction hereunder, shall exclusively be the courts at Mumbai, India. 15.1 This Agreement shall be governed by and construed in accordance with the laws of India.

16. This agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.

17. In the event that any of the provisions of this Agreement shall be held by a court or the dispute resolution committee of the Film Writers Association to be unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Nothing in this Agreement shall preclude either party from engaging in discussions with any third party regarding the Purpose, provided that the terms of this Agreement are strictly complied with during such discussions.

19. All obligations respecting the confidential information already provided hereunder shall survive in perpetuity after the date that the specific confidential information was first disclosed.

20. This Agreement is valid and binding on the parent and/or holding and/or subsidiary(s) and/or associate(s) and/or affiliate and/or related companies and/or entities, directors, agents, servants, successors-in-title and permitted assigns of the respective Parties.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

SIGNED:

For and on behalf of:

SIGNED:

For and on behalf

\_\_\_\_\_  
\_\_\_\_\_  
Name:

Name:

1. Witness:

2. Witness:

**DETAILS OF RUNNING CONTRACTS EXPERIENCE**

*(Copies of work orders along with customer satisfaction certificate and all relevant documents may be enclosed)*

<b>S.No.</b>	<b>Name of the Organization</b>	<b>Total Manpower Deployed</b>	<b>Order No. &amp; Date</b>	<b>Period of Work</b>	<b>Consolidated Billing Amount per annum</b>	<b>Name and contact details of the Officer in-charge at the Client Organization with contact number</b>

Certified that the above furnished information is true and correct. IIITDM Kancheepuram is permitted to verify the above details from any of the clients listed above.

Place:

Date:

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



**DETAILS OF THE COUNSELLORS**

S.No.	Name of the Counsellor	Highest Qualification	Specialization (Masters in Counselling Psychology / Clinical Psychology)	Remarks, if any
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of the Bidder with seal and signature

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, 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://eprocure.gov.in/eprocure/app>.

**Registration:**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrollment, the bidders will be required to register their valid Digital Signature. Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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 DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**Searching for Tender Documents:**

- 1) 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.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) 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.

**Preparation of Bids:**

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

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

#### **Submission of Bids:**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to Bidders:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and [support-eproc@nic.in](mailto:support-eproc@nic.in).

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**CHECK LIST FOR DOCUMENTS TO BE ENCLOSED**