

	<p>भारतीय प्रौद्योगिकीसंस्थानमद्रासचेन्ने 600 036  <b>INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036</b>  भंडार एवं क्रय अनुभाग  <b>STORES &amp; PURCHASE SECTION</b>  Email: <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a>  दूरभाष: (044) 2257 8285 / 8286 / 8287 / 8288 फ़ैक्स: (044) 2257 8292  Telephone : (044) 2257 8285/8286/8287/8288 FAX: (044) 2257 8292  GSTIN: 33AAAAI3615G1Z6</p>	
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**G. Chitrapavai**  
**Deputy Registrar (Stores & Purchase)**

**Date: 11.08.2020**

**Tender No. IITM/SPS/Counselling Service/003/2020-21/SPL**

**Due Date: 31.08.2020**  
**Before 2.00p.m.**

Dear Sirs,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in three bid system namely pre-qualification bid, technical bid and financial bid for the:

**SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIT MADRAS**

Conforming to the specifications enclosed.

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

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

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

<b>1</b>	<b>LAST DATE for receipt of Tender</b>	:	<b>31.08.2020 before 02.00 p.m</b>
	<b>Pre Bid Meeting</b>		Due to Pandemic COVID-19 restrictions, the Pre-bid Meeting will be conducted via Google Meet on 17 <sup>th</sup> August 2020 from 03:00 pm to 04:00 pm. Please see the below link to join the meeting <a href="https://meet.google.com/xhy-zowe-pcx">https://meet.google.com/xhy-zowe-pcx</a>  <b>Bidders are requested to join Google Meet before 2.30pm on 17<sup>th</sup> August 2020 and register your participation. Before joining this meeting, bidders should send their details of person who will attend this meeting and their company details along with your queries to <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a></b>
	<b>Date &amp; Time of opening of Tender</b>	:	<b>01.09.2020 @ 04.00 p.m</b>
	<b>Technical Presentation</b>	:	<b>Date for Presentation through Video Conferencing will be intimated later to the technically qualified bidders.</b>
<b>A</b>	<b>Submission of Tender</b>	:	As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>  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.

		<p>More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . All tender documents including pre-qualification bid, Technical Bid &amp; Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. <b>No manual bid submission is entertained.</b></p>
<b>B</b>	<b>Instructions for online bid submission</b>	<p><b>: REGISTRATION</b></p> <ol style="list-style-type: none"> <li>i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL:<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> by clicking on “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge.</li> <li>ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</li> <li>iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.)</li> <li>v. <a href="https://etenders.gov.in/eprocure/app?component=%24DirectLink&amp;page=DSInfo&amp;service=direct&amp;session=T">https://etenders.gov.in/eprocure/app?component=%24DirectLink&amp;page=DSInfo&amp;service=direct&amp;session=T</a>with their profile.</li> <li>vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.</li> <li>vii. Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.</li> </ol>
<b>GUIDELINES, TERMS AND CONDITIONS OF TENDER</b>		
<b>C</b>	<b>Searching for tender documents</b>	<p><b>:</b></p> <ol style="list-style-type: none"> <li>i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.</li> <li>ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “<b>My Tender</b>” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.</li> <li>iii. The bidder should make a note of the <b>unique Tender ID</b> assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</li> </ol>
<b>D</b>	<b>Preparation of bids</b>	<p><b>:</b></p> <ol style="list-style-type: none"> <li>i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.</li> <li>ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</li> <li>iii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.</li> </ol>

		iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “ <b>My Documents</b> ” area available to them to upload such documents. These documents may be directly submitted from the “ <b>My Documents</b> ” 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.
<b>E</b>	<b>Submission of bids</b>	: <ul style="list-style-type: none"> <li>i. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.</li> <li>ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</li> <li>iii. Bidder has to transfer the EMD as applicable by online mode only. The EMD should be transferred on or before the closure date and time of the tender. If the EMD is not transferred before the closure date and time, the tender will be summarily rejected. <b>The proof of transfer has to be submitted in the Pre-Qualification Bid. Otherwise, the tender will be summarily rejected.</b></li> <li>iv. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected.</li> <li>v. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</li> <li>vi. The <b>Tender Inviting Authority (TIA)</b> will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.</li> <li>vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.</li> <li>viii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</li> <li>ix. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.</li> </ul>
<b>F</b>	<b>Assistance to bidders</b>	: <ul style="list-style-type: none"> <li>i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</li> <li>ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]</li> </ul>
<b>G</b>	<b>General Instructions to the Bidders</b>	: <ul style="list-style-type: none"> <li>i. The tenders will be received online through portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.</li> <li>ii. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></li> <li>iii. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> under the “Information about DSC”.</li> </ul>

H	Earnest Money Deposit (EMD) :	<p>i. <b>EMD of INR 2,00,000 (Rupees two lakhs only) should be transferred through NEFT/RTGS to the following bank account on or before due date 31.08.2020 before 2:00 p.m.</b></p> <p style="padding-left: 40px;"> <b>Name : Registrar IIT Madras</b>  <b>Bank : State Bank of India</b>  <b>Account No. : 10620824305</b>  <b>Branch : IIT MADRAS</b>  <b>IFSC CODE : SBIN0001055</b> </p> <p>ii. The EMD will be returned to unsuccessful Bidder, after finalization of the tender. The EMD shall be forfeited if any Bidder withdraws offer before finalization of the tender.</p> <p>iii. The EMD amount <b>should not be sent through DD.</b></p> <p>iv. <b>Non submission of EMD details on or before the due date and time will result in rejection of the e-bid.</b></p> <p>v. As per Rule 170 of GFR 2017, exemption of EMD will be given subject to submission of undertaking by the firm seeking such exemption. Copies of relevant orders/ documents regarding such exemption should be submitted along with the tender document</p> <p>vi. The successful bidder shall submit a Performance Guarantee of 5% of the bid amount by way of DD/ Bank Guarantee obtained from any commercial bank within 7 (seven) days from the date of issue of Letter of Intimation and Acceptance by IIT Madras. The tender inviting authority may extend the period for another 7 (seven) days on written request of the contractor for a valid reason for delay in submission of the performance guarantee.</p>
I	Marking on Pre-Qualification Bid	<p>i. The bidder eligibility criteria for this tender are given in the tender document (Sl.No. 17). The Bidder shall go through the eligibility and submit the pre-qualification bid in the proforma given in <b>Annexure B</b> in the tender document along with the supporting documents.</p> <p>ii. The eligibility bid should be submitted <b>in pdf format only through online (e-tender). No manual submission of bid is entertained.</b></p> <p>iii. All application for eligibility bid should have the page-wise <b>heading as “Pre Qualification Bid” and page no.</b> in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.</p>
J	Marking on Technical Bid	<p>i. The technical specification and scope of work for this tender is given in <b>Annexure A</b>. The Bidders shall go through the specification and submit the technical bid in the proforma given in <b>Annexure C</b> in the tender document along with the supporting documents.</p> <p>ii. The Technical bid should be submitted <b>in pdf format only through online (e-tender). No manual submission of bid is entertained.</b></p> <p>iii. All technical bid should have the page-wise <b>heading as “Technical Bid” and page no.</b> in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.</p> <p>iv. The technical bid should consist of all technical details along with catalogue/brochure and other technical, commercial terms and conditions.</p>
K	Marking on Financial Bid	<p>Financial bid should be submitted in the prescribed proforma format given in <b>Annexure- D</b> as per BOQ in <b>xls format</b> through e-tender only. <b>No manual or other form of submission of Financial Bid is entertained.</b></p>
2	<p><b>Preparation of Tender:</b></p> <p>a) The rate quoted shall be all inclusive and no extra payment will be made other than statutory revisions as per the terms and conditions stipulated in this contract document.</p> <p>b) The offer/bids should be submitted through online only in <b>three</b> bid system i.e. Pre-Qualification Bid, Technical Bid and Financial Bid separately.</p>	
3	<p><b>Signing of Tender:</b></p> <p>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</p>	

	<p>drawn to the delivery dates and terms and conditions enclosed herewith. <b>Each page of the bids required to be signed and bears the official seal of the Bidders.</b></p> <p>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.</p> <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>							
<b>4</b>	<b>Period for which the offer will remain open:</b>							
	The Tender shall remain open for acceptance/validity till: <b>120 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.							
<b>5</b>	<b>Prices:</b>							
	i. The prices quoted must be Nett considering all scope of work, terms & 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>							
	ii. The conditional tenders will be summarily rejected.							
<b>6</b>	<b>No Advance Payment will be made for the service.</b> The Payment will be made only after satisfactory completion of work and as per terms and conditions of the contract							
<b>7</b>	<b>Terms and Conditions:</b> Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.							
<b>8</b>	<b>Right of Acceptance:</b> IIT Madras reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.							
<b>9</b>	<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.							
<b>10</b>	<b>Duration of the contract:</b> Initially, the contract will be awarded for one year. The period may be further extended annually up to a maximum of another two years on annual basis depending on the satisfactory performance, agreeing to the same or a lesser rate and as recommended by the Contract Monitoring Committee.							
<b>11</b>	<b>Payment Terms:</b> Payment as quoted in the bid process and accepted by the Institute shall be made as per the <b>actual availment of services by the users.</b> The payment terms are given in Annexure 1. The payment shall be made only upon the completion of work / assignment to the satisfaction of the Institute. 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.							
<b>12</b>	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.							
<b>13</b>	<b>Conditions of contract:</b> Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers.							
<b>14</b>	<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.							
<b>15</b>	<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.							
<b>16</b>	<b>Force Majeure: As per the terms and conditions mentioned in the General Conditions of Contract.</b>							
<b>17</b>	The bidder shall study the scope in detail before submitting bid.							
<b>18</b>	<b>Bidder Eligibility Criteria:</b>							
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Eligibility Criteria</th> <th>Supporting documents</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>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></td> <td>Certificate of Incorporation &amp; Registration Certificate showing type of firm</td> </tr> </tbody> </table>	Sl. No.	Eligibility Criteria	Supporting documents	1.	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	
Sl. No.	Eligibility Criteria	Supporting documents						
1.	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						

2.	The Bidder should have been engaged in such Assistance Programs and should possess relevant experience (at least during the last 1year)	A self-declaration on the Bidder's letter head
3.	The Bidder should necessarily have a presence in Chennai and also, a Pan Indian presence, a pool of established Professional Clinicians, Counsellors and shall possess modern facilities and best state of the art technology.	Details of Pan India Offices should be submitted
4.	Bidders should have provided/extended similar types of arrangements to other government institutions/PSUs/autonomous organizations or other similar Institutions.	Letter/ Certificate from Client organization certifying about such arrangement and their satisfaction level
5.	The Bidder should not have been black listed/ debarred by any Government/ regulatory bodies in India/ globally.	A self-declaration in the format enclosed ( <b>Annexure 2</b> )
6.	The Bidder's Organisation should not be owned or controlled by any Employee (or Relatives) of the Institute, both present and those who have retired in the last one year.	A self-declaration in the format enclosed ( <b>Annexure 3</b> )
7.	Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in India (Start and End date of the Project)	Client References: - 1. 2. 3.
8.	The bidder should be operating for at least 1 year in the area of mental health and providing counselling services to Educational Institutions/corporates/organisations.	Copy of work orders and/or Certificate of completion of work for the projects undertaken in India

**19 Number of Bids and their Submission**

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

**Bid I Pre-Qualification Bid**

The details called for in the Bidder Eligibility Criteria (Sl.No. 18 of the Guidelines, terms and conditions of the tender) along with all relevant proof needs to be submitted in the proforma given in Annexure-B.

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

**Bid II Technical Bid**

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

S.No.	Technical Evaluation Parameter	Maximum Marks
<b>1.</b>	<b>Proposed Approach and Methodology</b>	<b>40</b>
1.1	Understanding of the Institute's context, requirements which is expected to be addressed through the proposed NIT	20
1.2	Basic services: innovative, user friendly and various modes of communication and functioning, minimum standard commitment	15
1.3	Integration of the online booking facility with the existing Institute's online students' platform	5
S.No.	Technical Evaluation Parameter	Maximum Marks
<b>2.</b>	<b>Profile of the Dedicated Team Assigned</b>	<b>35</b>
2.1	Number of Counsellors available for this service	15
2.2	Experience and profile of the Team Leader assigned	10
2.3	Profile of the Project Team assigned and their relevant experience	10
<b>3.</b>	<b>Organization's Experience and Credentials</b>	<b>25</b>
3.1	Credentials of the Firm	15
3.2	In-house capabilities of the Firm	10
	<b>Total Marks</b>	<b>100</b>

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

**Bid III Financial Bid**

	The financial bid should be submitted in excel format as per the proforma (Annexure D) uploaded in the e-Tender web site. The Quoted price should be inclusive of all cost and statutory levies.																				
<b>20</b>	<p><b>Evaluation of Bids</b></p> <p>Bid evaluation will take place in three stages.</p> <p><b>Stage I: Evaluation of Pre-Qualification Bid</b> The Pre-Qualification Bid of the bidders will be evaluated and the bidders who have qualified all the criteria stipulated in bidder eligibility criteria (Sl. No. 18) will alone be selected and their technical bids will be opened</p> <p><b>Stage I: Technical Bid evaluation</b> All bidders who qualify in the Stage I will be required to make a power point presentation before a Committee as per the terms and conditions of the tender document. The technical submission and technical presentation together will be considered for technical bid evaluation.  The total marks for technical bid will be for 100 marks, out of which the bidders should score minimum 70 marks to qualify for opening of their financial bid. The Financial bids of those bidders who have scored less than 70 marks will not be opened.</p> <p><b>Stage II: Financial Bid Evaluation</b> 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.</p>																				
<b>21</b>	<p><b>Selection of successful bidder and Award of Work</b></p> <p>The successful bidder will be selected based on assessment of skills, experience, and understanding/analysis of the project scope and cost (QCBS).</p> <p>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.</p> <table style="margin-left: 40px;"> <tr> <td>Marks obtained by a Bidder for the technical bid</td> <td>=</td> <td>M</td> <td></td> </tr> <tr> <td>Amount quoted by the lowest bidder</td> <td>=</td> <td>L1</td> <td></td> </tr> <tr> <td>Amount quoted by a Bidder</td> <td>=</td> <td>L</td> <td></td> </tr> <tr> <td>Points for Financial proposal of the bidder</td> <td>=</td> <td><math>(L1/L) \times 100</math></td> <td>= F</td> </tr> <tr> <td>Combined technical and financial score (H) of the bidder</td> <td>=</td> <td><math>M \times 0.75 + F \times 0.25</math></td> <td>= H</td> </tr> </table> <p>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 contractor.</p>	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	=	$M \times 0.75 + F \times 0.25$	= H
Marks obtained by a Bidder for the technical bid	=	M																			
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Combined technical and financial score (H) of the bidder	=	$M \times 0.75 + F \times 0.25$	= H																		
<b>22</b>	<p><b>TENDERER SHALL SUBMIT ALONG WITH THIS TENDER:</b></p> <p>(i) An Income Tax clearance Certificate (duly countersigned) by the Income Tax Officer of the Circle concerned under Seal of his office.</p> <p>(ii) Proof of having ISO or other equivalent certification given by appropriate authorities.</p> <p>(iii) Name and full address of the Banker and their swift code and PAN No. and GSTIN number.</p> <p>(iv) GST registration proof showing registration number, area of registration etc.</p> <p>(v) All of your future correspondences including Invoices should bear the GST No. and Area Code.</p>																				
<b>23</b>	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIT Madras and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.																				
<b>24</b>	Due to Covid-19 pandemic the bidders will not be entertained to participate in opening of Bids. Since the tender is e-tender, the opening of the bids may be checked in the respective logins of the bidders. Technical Presentation will be through video conferencing. Date and time slot for presentation will be intimated to all eligible bidders at a later stage.																				
<b>25</b>	Due to Covid-19 pandemic pre-bid meetings will not be conducted. Bidders can submit their queries and doubts to the email id: <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a> . till the "Seek clarification end date" mentioned in the "Schedule of Tender". Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal.																				

**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 a 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 IIT Madras. 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 IIT Madras. The format of the certificate is given as **Annexure 2**. 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 it's 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 these 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 ineligible, 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.

## 10.5 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 Annexure-6); 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-7);

#### **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 attribute able 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 Contractor  
with office seal**

sd/-  
**Deputy Registrar  
(Stores & Purchase Section)**

## SCHEDULE OF TENDER

Name of Organization	Indian Institute of Technology Madras
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Services/Works
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Services for Counselling and Emotional Wellbeing at IIT Madras
Source of Fund (Institute/Project)	IIT Madras
Is Multi Currency Allowed	No
Date of Issue/Publishing	11.08.2020
Document Download Start Date	11.08.2020
Document Download End Date	31.08.2020
Seek Clarification Start Date	11.08.2020
Seek Clarification End Date	17.08.2020 before 4.00pm
Pre Bid Meeting	17.08.2020 from 03.00 pm to 04.00 pm
Bid Submission Start Date	24.08.2020
Last Date and Time for Uploading of Bids	31.08.2020 before 02.00 pm
Date and Time of Opening of Pre-Qualification Bid	01.09.2020 at 04.00 pm
EMD	Rs.2,00,000/-
No. of Covers (1/2/3/4)	3
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	The Deputy Registrar Stores & Purchase Section IIT Madras Chennai – 600 036
Contact No.	For Queries : 044- 2257 8285/8287/8288
Email Address	<a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a>

## DEFINITIONS:

Following terms are used in the document to mean:

- a. "Assignment" means the work to be performed by the selected Bidder pursuant to the Contract
- b. "Bidder" means those submitting bids against this NIT
- c. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to completion of the proceedings as per this NIT
- d. "IITM" or "Institute" means Indian Institute of Technology Madras
- e. "MiTr" means Mentoring for individual Transformation, which is a voluntary reactive body of students to assist / empower students in NEED of HELP
- f. "Personnel/ Resources/ Counsellors" means professionals and support staff provided by the Bidder
- g. "Proposal/ Bid/ Tender/Response" means Response to this NIT
- h. "SAATHI" a proactive body of students which guides and conducts all events/activities in the Institute
- i. "Service Provider or Consultant or Tenderer or Bidder" means interested and eligible Company/Organization responding to this NIT
- j. "Students" means those students, scholars and fellows who have registered for an academic program at IIT Madras
- k. "Successful/ Selected Bidder / Selected Organization" means the Bidder selected as the successful Bidder by the Institute in accordance with this NIT
- l. "NIT" means Notice Inviting Tender

SCOPE OF SERVICES**SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIT MADRAS****Scope of Services**

- A IIT Madras is looking for experts in Guidance and Counselling, registered firms and companies, which can provide the following services.**

**Basic:** (exclusively for IIT Madras)

- i. Online counseling
- ii. Face-to-face counseling (walk - in + scheduled)
- iii. Tele counseling (24x7)

**Extended:** (exclusively for IIT Madras)

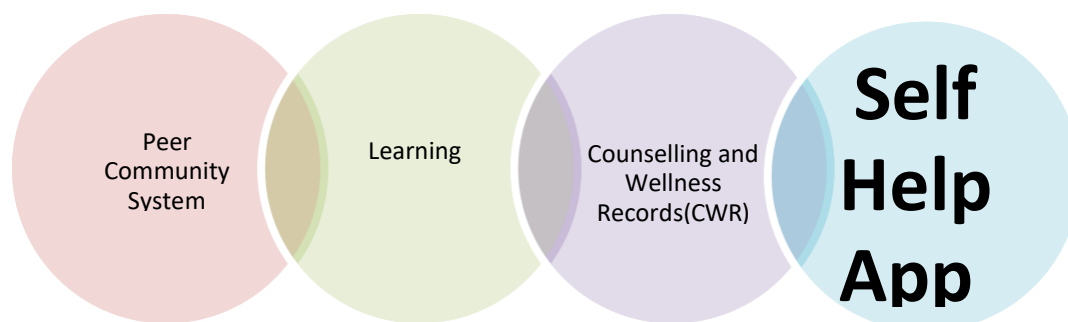
- i. Barefoot counseling – training sessions for select students, faculty and staff members
- ii. Workshops on various psychological issues such as Gender sensitivity, interpersonal skills, stress management and relaxation techniques
- iii. Awareness campaigns and seminars
- iv. Psychometric assessment

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

- B The Consultant shall design an Interactive Mobile App**

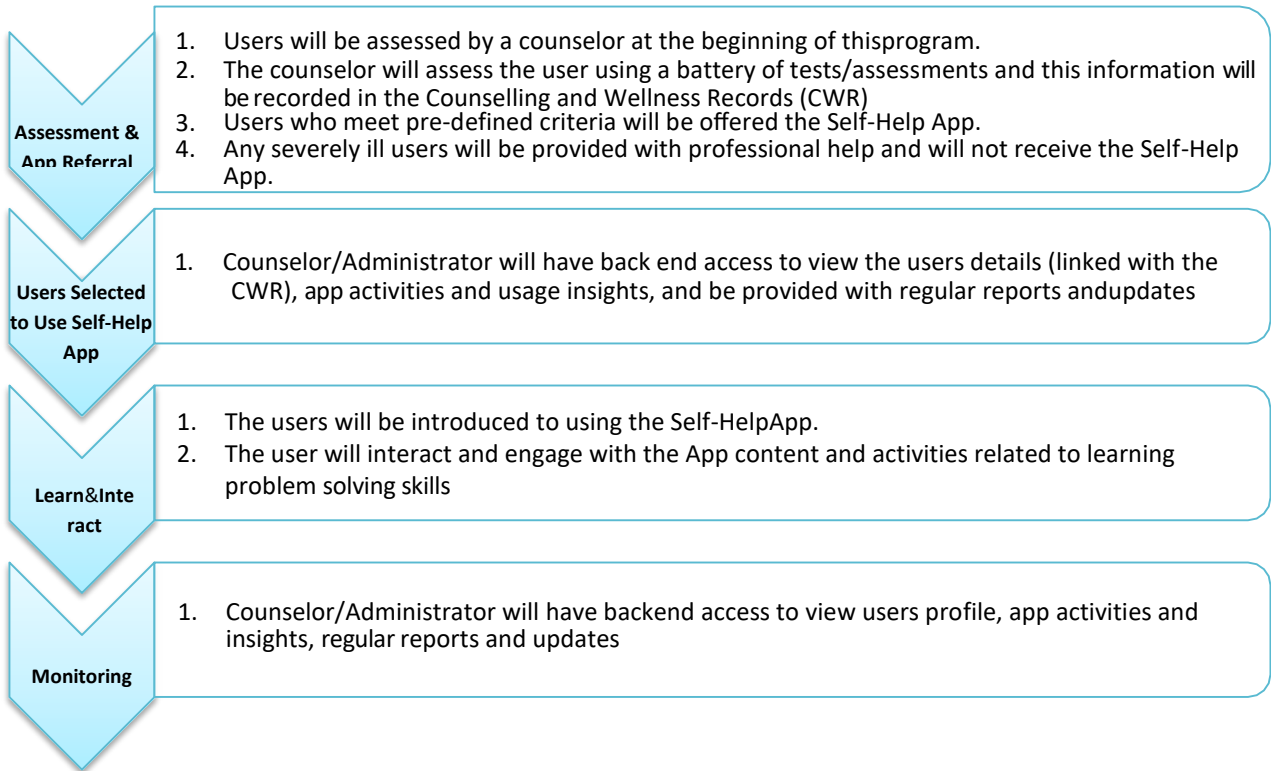
The objective of Self-Help App is to improve problem-solving skills in users with mental health problems, thereby reducing mental health symptoms severity. This App is intended for users, primarily speaking English or Hindi, and will be designed in a way that the referred student can self-administer the app or use it with minimal guidance. The Self-Help App will be made available to a student after an initial psychological screening and assessment with a trained counselor. **(Please refer to Figure 1 and Figure 2).** The App must provide an interactive and engaging learning experience to the student to improve his/her problem-solving skills. The Self-Help App user data and insights are to be connected with existing Institute's digital and e-learning systems with access for administrators and counselors working with the users. The Self-Help App should however, also be self-contained and capable of running independently as a standalone product.

**Figure 1: Digital System**



**Figure 2: Student Access to the Self-Help App**

**Figure 2: Student Access to the Self-Help App**  
**Figure 2: Student Access to the Self-Help App**



- i. **User friendly:** The Self-Help App will be a mobile/tablet-based app for use by those, primarily speaking English/Hindi. The App will be designed in a way that the referred student can self-administer the app or use it with minimal guidance of a counselor, if required.
- ii. **Integrated with existing digital and e-learning systems:** Student user data and insights from the Self-Help App must be integrated and connected with existing Institute digital and e-learning systems. The existing digital system includes three components:
  - (i) Counselling and Wellness Records (CWR) system for use by administrators/ counselors to access student user data
  - (ii) Peer-to-Peer system for use by counselors
  - (iii) Learning Module system for use by administrators, counselors, trainees, etc. (Refer to Figure 1).
 Users created in the Self-Help App should be valid in the other three components of the digital system. The Self-Help App, while linked with this existing system, should also be a self-contained product and capable of running independently.
- iii. **Mobile/Tablet-based:** The mobile/tablet-based App should be designed and built to run on Android OS and iOS. The ability to upgrade compatibility with updated OS versions will be considered an advantage.
- iv. **Interactive and engaging design:** The interface should be visual and interactive, not heavily relying on language or text. It may be designed using gamification methods, videos, animations, etc., wherever possible so as to be approachable to students/adults and easy to understand. Minimal guidance by the counselor should be required in understanding how to use the app.
- v. **Communication with the Counselor:** The App must allow for communication via SMS/email/other relevant channels between the student and the counselor in case of any troubleshooting or clarification.
- vi. **Language:** The app must be made available in Hindi & English initially and later on in other languages as per requirement.
- vii. **Offline mode:** The App must be available offline with built in options for connecting to the internet to upload the data.
- viii. **Participative development:** Conduct participative student engagement throughout the development, design and evaluation of the app.



### Additional Features:

- i. **Based on an established theory:** The Self-Help App will be based on the well-established theory of problem solving as a psychological technique for those with mental health problems.
  - ii. **Developmentally appropriate:** The App must be developmentally appropriate to users. Developers should consider the possibility of content within the App that accounts for different ages, and varied levels of challenging content for young and old users.
  - iii. **Plug-able content:** The Self-Help App should allow for interactive plug-able content such as gamified features, animations, videos, etc.
  - iv. **In-built user feedback mechanisms:** The App must have in-built Idiographic measures for feedback. Since there may be multiple logins in a day or in an hour, these feedback tools need to be timed appropriately (for example, every login which is at least 24 hours apart, etc.)
  - v. **Regular feedback reports to Counselor/Administrator:** The design of the system should be such that it will allow the mobile/tablet to send periodic update reports containing app user information, insights and analytics to counselors and the administrator.
  - vi. **SOS feature:** The App must include the option to report an SOS or crisis situation requiring an immediate response from a counsellor in case of an emergency/red flag such as reporting of suicidal ideation, sexual abuse, etc.
- C The Consultant shall design an Interactive Website** with the following features and it should be replicated on the self-help mobile app discussed above to facilitate easy accessibility and maximum outreach.

#### Common to all logins

- Registration for users
- Login
- Reset Password
- Profile update
- Virtual Sessions – option of video or audio call
- Message feature
- Email feature

#### Admin Panel

- Reports
  - Report by Student ID
  - Report department wise
  - Report gender wise
  - Report hostel wise
  - Report batch wise
  - Report consultant wise
  - Report issue wise
  - Report date wise
  - Report feedback star wise
  - Report session wise
- Daily appointment view
  - Today's appointment
  - Future appointment
  - Past appointments
  - Appointment allotted to a consultant
- Activate/ deactivate ID
- Generate consultant registration link

#### Consultant Admin Panel

- Reports
  - Report by Student ID
  - Report department wise
  - Report gender wise
  - Report hostel wise
  - Report batch wise

- Report consultant wise
- Report issue wise
- Report date wise
- Report feedback star wise
- Report number of session wise
- Daily appointment view
  - Today's appointment
  - Future appointment
  - Past appointments
  - Appointment allotted to a consultant

#### Student

- Request session
- Mark level of priority
- Request reschedule
- Request change in consultant
- Share feedback on consultant

#### Consultant

- Accept session
- Request reschedule
- Share a feedback on student
- Update session notes
- Red flag a case
- Send email on a particular case to admin

- i. An Appointment Register shall be maintained by the Consultant. This would be in addition to the consultant and student login in the app/website created by the consultant.
- ii. Consultant shall provide the Institute, with monthly reports/presentations on trends of the program and usage to enable Institute to determine program effectiveness and also a detailed report on the analysis of issues faced by employees and solutions/ services offered to them.
- iii. Surveys:
- iv. Monthly "know your mental health" surveys to be done which will be compulsory for students
- v. As an extension of the consultant's website, the consultant should create a panel where IITM can at any time login in and extract the following data:-

- **Registration**
  - ✓ Total number of registrations
  - ✓ Access to graduands data which is marked but active
- **Activity**
  - ✓ Appointments scheduled
  - ✓ Appointments completed with status/ feedback update
  - ✓ Appointments rescheduled
- **Data analysis**
  - ✓ Analysis of department wise data
  - ✓ Analysis of gender wise data
  - ✓ Analysis of hostel wise data
  - ✓ Survey reports
  - ✓ Attendance
  - ✓ Student wise feedback
  - ✓ Search by student, department, hostel, gender

**D Online Wellness Assessment:** Orientation programmes should be conducted for both students and parents, at the time of admissions. During the orientation, an **online wellness assessment** should be carried out for all the freshers and based on this assessment, all the students should be monitored and progress made by them be reviewed every quarter. Complete information about available counselling services should be provided. During the orientation/induction program, the counsellors shall brief about the mental health services and other services offered to the students and parents, through a department wise or hostel wise orientation in addition to the Institute orientation that happens on a larger scale. Service Provider shall also share the activities that are planned for the academic year with the students.

**Project Timelines:**

Post evaluation process, the Selected Organization would be initially appointed by the Institute for a period of 12 months which may be extended at the sole discretion of the Institute, and as deemed necessary, subject to satisfactory performance. Institute reserves the right to reduce or extend a stipulated timeframe without assigning any reasons whatsoever.

**Project Team:**

Institute envisages continuous involvement of Service Provider throughout the assignment. A dedicated project team has to work in close consultation with the Institute's team. Subject Matter Experts should be brought on-board to provide the necessary support to the dedicated project team when the need arises. Selected bidder should ensure knowledge sharing and transfer all through the assignment. Considering the nature of the assignment, the selected bidder shall deploy an appropriate number of quality resources for rendering service to all the users inside the campus seamlessly. The strength and quality of the team will be specially evaluated during the technical evaluation. For technical evaluation, the bidder shall provide details of professionals whose services shall be available for an in person meeting as well as experts who shall be rendering telephone services for workplace counseling along with their background, qualification and experience. Institute reserves the right to insist the bidder to replace any professional with another (with the qualifications and expertise as required by the Institute) during the course of the assignment. Bidder will have to undertake that no such substitution would hamper the flow of service. During the course of the project, there might be related areas which Institute would like the Selected Organization to undertake, which may not have been envisaged earlier. Institute and the Selected Organization should mutually agree on additional resources required and associated financials for the same. Institute reserves right to pause the work at any point of time and use services for partial delivery of select modules of the assignment. Bidder shall not sub contract the work service or other performance required of the bidder under the contract without the prior explicit written consent of the Institute. Selected bidder, however, may enroll professional with the required skill sets as detailed above for rendering counselling. The team should comprise of both male & female counselors and they should be capable of conversing in more than one language. Counselors able to converse in Hindi & Telugu would be an added advantage.

**PRE-QUALIFICATION BID****SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIT MADRAS**

Tender No. IITM/SPS/Counselling Service/003/2020-21/SPL

Sl.No.	Bidder Eligibility Criteria	Supporting documents	Compliance (Yes/No)	Reference Page No.	Remarks, If any
1	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			
2	The Bidder should have been engaged in such Assistance Programs and should possess relevant experience (at least during the last 1year)	A self-declaration on the Bidder's letter head			
3	The Bidder should necessarily have a presence in Chennai and also, a Pan Indian presence, a pool of established Professional Clinicians, Counsellors and shall possess modern facilities and best state of the art technology.	Details of Pan India Offices should be submitted			
4	Bidders should have provided/extended similar types of arrangements to other government institutions/PSUs/autonomous organizations or other similar Institutions.	Letter/ Certificate from Client organization certifying about such arrangement and their satisfaction level			
5	The Bidder should not have been black listed/ debarred by any Government/ regulatory bodies in India/ globally.	A self-declaration in the format enclosed <b>(Annexure 1)</b>			
6	The Bidder's Organisation should not be owned or controlled by any Employee (or Relatives) of the Institute, both present and those who have retired in the last one year.	A self-declaration in the format enclosed <b>(Annexure 2)</b>			
7	Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in India (Start and End date of the Project)	Client References: - 1. 2. 3.			
8	The bidder should be operating for at least 1 year in the area of mental health and providing counselling services to Educational Institutions/corporates/organisations.	Copy of work orders and/or Certificate of completion of work for the projects undertaken in India			

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

**TECHNICAL BID****SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIT MADRAS****Tender No. IITM/SPS/Counselling Service/003/2020-21/SPL**

Sl.No.	Technical Evaluation Parameter	Compliance (Yes/No)	Reference Page No.	Remarks, If any
<b>1.</b>	<b>Proposed Approach and Methodology</b>			
1.1	Understanding of the Institute's context, requirements which is expected to be addressed through the proposed NIT			
1.2	Basic services: innovative, user friendly and various modes of communication and functioning, minimum standard commitment			
1.3	Integration of the online booking facility with the existing Institute's online students' platform			
<b>2.</b>	<b>Profile of the Dedicated Team Assigned</b>			
2.1	Number of Counsellors available for this service			
2.2	Experience and profile of the Team Leader assigned			
2.3	Profile of the Project Team assigned and their relevant experience (as per format given in Annexure-4)			
<b>3.</b>	<b>Organization's Experience and Credentials</b>			
3.1	Credentials of the Firm (as per format given in Annexure-5)			
3.2	In-house capabilities of the Firm			

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

**FINANCIAL BID - BILL OF QUANTITIES (BOQ)**  
**SERVICES FOR COUNSELLING AND EMOTIONAL WELLBEING AT IIT MADRAS**  
**Tender No. IITM/SPS/Counselling Service/003/2020-21/SPL**

**Table 1: Mandatory Services**

This includes reporting and documentation that is inherent to the counseling process.

S.No.	Description	Charges
<b>BASIC SERVICES</b>		
1	Face to face counseling inside the campus ( <i>Payment shall be on the basis of actual availment of services based on the app generated and manual attendance</i> )	per hour
2	Online counseling (text based, chat mode, and/or video conferencing)	per hour
3	Tele counseling (24 x 7)	per hour
<b>EXTENDED SERVICES</b>		
4	Barefoot counseling	per hour
5.	Workshops	per hour
6.	Awareness Campaigns, Seminars	per hour
7.	Psychometry assessment	per assessment
8.	Entire cost for designing Interactive mobile app with activities defined (as per scope of services). <i>Shall include forum for Chatting with counsellors, accessing emotional well - being videos, related articles (text), audio presentation (speech) by experts, link for booking appointment, audio-visual content, games etc.</i>	
9.	Entire Cost for designing Interactive website. <i>Exclusive website for the users which shall include forum for Chatting with counsellors, accessing emotional well - being videos, related articles (text), audio presentation (speech) by experts, link for booking appointment, etc.</i>	
<b>Total Charges in ₹(in figures and words)</b>		

**Table 2: Optional Services.**

S.No.	Description of work	Charges
1	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.	
2	Other chargeable / complimentary services offered by the Bidder (which may be taken by the Institute, if required)	
<b>Total Charges in ₹ (in figures and words)</b>		

**Note:**

- The total fee quoted above shall be inclusive of all expenses and charges incurred by the selected organization.
- 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.
- GST will be separately paid by the Institute on actuals at the prevailing rate and must be excluded from the above quote.
- The total price quoted above will be considered as full project cost for the execution of end to end deliverables of the scope defined in the terms of reference.
- Services mentioned in Table2 (optional services) may or may not be opted by the Institute for its Assistance Program, as per its discretion and shall not be taken for Techno-Financial evaluation.
- The rate/cost/service charges/fee, etc., will be negotiated with the selected bidder before the final contract/agreement.
- Payment of consultancy services would be undertaken as per the payment terms mentioned in the contract.
- Total fee quote mentioned above will be considered for scoring in the Techno-Financial bid evaluation.**
- Institute will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.
- Conditional tenders and tenders with prices quoted on a variable basis will be rejected straightaway.

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

**PAYMENT TERMS**

Sl. No.	Completion of deliverables	Payment
1	a. Completion of orientation/induction program for students and parents at the time of admission of students. b. Completion of online wellness assessment of all the freshers c. Design & Set up for easy accessibility by users (including centres for in-person counselling, Mobile App, Toll free telephone lines, Portal for online support)	25% of fee of mandatory services mentioned at serial no. 8 & 9 of Table 1 of Financial Bid
2	<b>At the end of Quarter – 1</b> d. Receipt of invoice for actual availment of in-person counselling sessions in Q1. e. A detailed report on analysis of issues faced by the users and solutions / services offered in Q1 and monthly reports of Q1 on the trends of the program and usage to determine the effectiveness of the Assistance Program. f. Progress made by the users who were identified as susceptible to wellness issues during the online wellness assessment carried out at the time of admission.	15% of fee of mandatory services mentioned at serial no. 8 & 9 of Table 1 of Financial Bid. AND Fee as per invoice on the actual availment of services mentioned at serial no. 1 to 7.
3	<b>At the end of Quarter – 2</b> a. Receipt of invoice for actual availment of in-person counselling sessions in Q2. b. A detailed report on analysis of issues faced by the users and solutions / services offered in Q2 and monthly reports of Q2 on the trends of the program and usage to determine the effectiveness of the Assistance Program. c. Progress made by the users who were identified as susceptible to wellness issues during the online wellness assessment carried out at the time of admission.	15% of fee of mandatory services mentioned at serial no. 8 & 9 of Table 1 of Financial Bid. AND Fee as per invoice on the actual availment of services mentioned at serial no. 1 to 7.
4	<b>At the end of Quarter – 3</b> a. Receipt of invoice for actual availment of in-person counselling sessions in Q3. b. A detailed report on analysis of issues faced by the users and solutions / services offered in Q3 and monthly reports of Q3 on the trends of the program and usage to determine the effectiveness of the Assistance Program. c. Progress made by the users who were identified as susceptible to wellness issues during the online wellness assessment carried out at the time of admission.	15% of fee of mandatory services mentioned at serial no. 8 & 9 of Table 1 of Financial Bid. AND Fee as per invoice on the actual availment of services mentioned at serial no. 1 to 7.
5	<b>At the end of Quarter – 4</b> a. Receipt of invoice for actual availment of in-person counselling sessions in Q4. b. A detailed report on analysis of issues faced by the users and solutions / services offered in Q4 and monthly reports of Q4 on the trends of the program and usage to determine the effectiveness of the Assistance Program. c. Progress made by the users who were identified as susceptible to wellness issues during the online wellness assessment carried out at the time of admission. d. Completion of the project and all deliverables.	30% of fee of mandatory services mentioned at serial no. 8 & 9 of Table 1 of Financial Bid. <b>AND</b> Fee as per invoice on the actual availment of services mentioned at serial no. 1 to 7.

**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 Quarter shall be made on receipt of invoice and on the basis of actual availment.
2. At the end of any quarter during the agreement period, the Selected Bidder shall raise invoice for that Quarter 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.

**Self-Declaration that the Service Provider has not been Black listed**

*(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 ..... Director  
/ partner/ sole proprietor (Strike out whichever is not applicable) of .....  
..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That the Firm ..... has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- 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 Clause 6.6 of the tender document is/are employed in IITM 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 IIT, both present and those who have retired in the last one year.

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

**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>1.</b>				
<b>2.</b>				
-				
-				
-				
-				

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 \_\_\_ 201\_\_\_ ("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 -I" ["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. 14. 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.15.1This 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:

\_\_\_\_\_

Name:

1. Witness:

2. Witness:

SIGNED:

For and on behalf

\_\_\_\_\_

Name: