

भारतीय प्रबंध संस्थान उदयपुर
Indian Institute of Management Udaipur

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR
(An Autonomous Institute under the Ministry of Education, Govt. of India)

E-TENDER DOCUMENT FOR
MENTAL HEALTH SERVICES AT IIM UDAIPUR



Tender reference No. - IIMU/Tender/Mental Health/2024 dated: 21 Feb 2024

Indian Institute of Management Udaipur Balicha, Udaipur-313001, Rajasthan Website:
www.iimu.ac.in

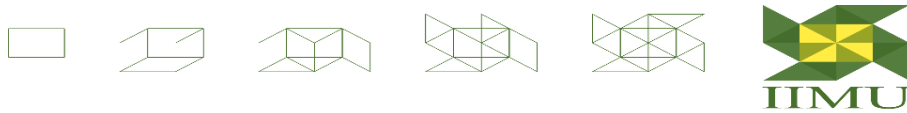


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**NOTICE INVITING TENDER (NIT) FOR
MENTAL HEALTH SERVICES AT IIM UDAIPUR**

1. Indian Institute of Management Udaipur (hereinafter referred to as “IIMU”) is an Autonomous Institute under the Ministry of Education, Government of India. IIM Udaipur is recognized as the premier management institution in the country. IIM Udaipur started its operations from the year 2011 and operates from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 800 (Eight hundred only) students, faculty, and staff on campus with a projected increase of 10% to 15% per year.
2. IIMU invites an E-tender (online tender) from the reputed and experienced service provider (hereinafter referred to as “Agency” or “Bidder”) under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for providing Mental Health Services at IIM Udaipur.
3. **Bidders must read the complete Tender Documents:** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. ‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information. The Bidders must go through the complete Tender Document for details before submission of their Bids.
4. **The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and complied with the tender, the terms and conditions contained herein. Only online bids/tenders will be accepted. Incomplete bids/documents shall be rejected without giving any reason.**
5. **Availability of the Tender Document** -This tender document containing eligibility criteria, scope of work, terms, and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: www.iimu.ac.in .
6. **Clarifications** – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.
7. **Pre-bid Conference:** - The Bidders are requested to attend a Pre-bid conference for clarification on the Tenders’ technical specifications and commercial conditions, on the time, date, and place mentioned in the TIS. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained. **The procuring entity reserves the right to have multiple pre-bid meetings.**
8. **Submission of Bids, EMD, and Tender document fee:** - Bids shall be submitted through online mode under the e-procurement system. No manual Bids shall be made available or accepted for submission. The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. The original EMD and tender fee is to be submitted in a sealed envelope to be superscribed to this tender name & the name of their organization and must reach the below address before the last date & time for submission of

the bid.

**The Chief of Administration IIM Udaipur,
Balicha, Udaipur-313001, Rajasthan**

9. **Cost of EMD & Tender Cost is exempted for bidders (Micro, Small & Medium Enterprises) registered with District Industries Centre or any other bodies specified by the Ministry of Micro, Small & Medium Enterprises for the relevant category (as indicated in scope of work) and having valid registration certificate as on date of tender submission. The MSMEs would not be eligible for exemption of Tender Cost and EMD if;**

(a) They are not registered for providing services in the relevant category.

OR

(b) They do not have valid registration as on the date of tender submission for subject works.

The tenderers seeking exemption from “EMD”, being MSMEs, shall ensure their eligibility w.r.t. above and submit a registration certificate issued by the body under which they are registered which clearly mentions the relevant category (as per the scope of work) and Terminal Validity of registration. In the absence of any of the above requirements no exemption for “Cost of EMD” will be allowed and tenderer eligibility shall be dealt with as if they are not registered Centre or any other body(s) specified by the Ministry of MSME.

10. The tenders without the Earnest Money shall be summarily rejected.

11. The tender security (EMD) may be forfeited:

(i) If the Tenderer withdraws his tender during the period of tender validity specified by the Tenderer in the tender form; or

(ii) In the case of a successful Tenderer, if the Tenderer

(a) Fails to sign the contract in accordance with the terms of the tender document.

(b) Fails to furnish required performance security in accordance with the terms of Tender document within the time frame specified by the client.

(c) Fails or refuses to honor his own quoted prices for the services or part thereof

12. **Bid Opening-** Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

13. **Disclaimers and Rights of Procuring Entity**

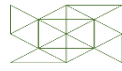
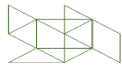
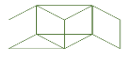
The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

a. reject any or all of the Bids, or

b. cancel the tender process, or

Signature of Bidder

Signature of HOD

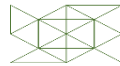
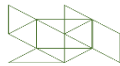


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- c. abandon the procurement of the Services; or
- d. issue another tender for identical or similar services.

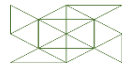
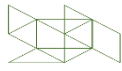
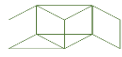
Note: For further details, please refer to the appended TIS and the complete Tender Document.

Chief of Administration



APPENDIX TO NIT: TENDER INFORMATION SUMMARY

TENDER INFORMATION SUMMARY (TIS)			
1.0 Basic Tender Details			
Tender Title	Mental Health Services at IIM Udaipur		
Tender Reference Number	<u>IIMU/Tender/Mental Health/2024</u>		
Estimated cost of tender	10,00000.00 (Rupees Ten lakhs only)		
Tender Type	Open		
Tender Category	Services	No. of Covers	Two
Tender Inviting Authority (TIA)	IIM Udaipur	Address	IIM Udaipur, Balicha, Udaipur 313001
2.0 Critical Dates			
Published Date	22 Feb 2024 at 0900 hrs	Bid Validity (Days from the date of Tender Opening)	90 days
Document Download Start Date & Time	22 Feb 2024 at 0900 hrs	Document Download End Date & Time	14 Mar 2024 by 1100 hrs
bid Submission Start Date & Time	22 Feb 2024 at 0900 hrs	Bid Submission Closing Date & Time	14 Mar 2024 by 1100 hrs
Tender Opening Date & Time	14 Mar 2024 at 1200 hrs	Tender Opening (Financial bid) Date & Time	Will be intimated later
3.0 Obtaining the Tender Document and clarifications.			
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app www.iimu.ac.in		
Office/ Contact Person/ email for clarifications	Phone – 02942477254 Email - procurement@iimu.ac.in		
4.0 Pre-bid Conference			
Place, time, and date of the Pre-bid Conference	28 Feb 2024 at 1600 hrs		
Place, time, and date before which Written queries for the Pre-bid conference must be received	IIM Udaipur by 1800 hrs. on 27 Feb 2024 Queries may be shared to the following email - procurement@iimu.ac.in		
Place, time, and date before which registration of participants for the Pre-bid conference must be received.	IIM Udaipur by 1800 hrs. on 27 Feb 2024 nomination may be shared to the following email - procurement@iimu.ac.in		



5.0 Submission and Opening of Bids	
Submission of Bids	The bid shall be submitted online on the CPP Portal
Instructions for Online Bid Submission	As per the annexure attached to the tender. Documents.
Tender Opening Place	On e-procurement portal
6.0 Documents relating to Tender Fee, Bid Security, and Performance Security	
Tender Fee	Rs. 500.00 (Rupees Hundred only)
Performance Security	5% of the contract value.
EMD	EMD Rs. 20000.00 (Rupees Twenty Thousand only)

PART-I: TECHNICAL BID

Annexure – I

Scope of Work & Other Conditions

- (1)** Mental Health Services will be required for the following:
- All Students and Residents of IIM Udaipur, Balicha Campus.
 - Any other individual/ person indicated later by IIM Udaipur.
- (2)** Mental Health Services will include-
- Access to 24*7*365 unlimited text counseling through pre-vetted experts (psychologists, counselors, career coaches, life coaches) for instant help.
 - Minimum Two (2) weekly visits by a qualified psychiatrist to the campus to personally meet Students/ Staff/ Faculty/ Residents who seek counseling. A proper appointment system must be made available for users to book slots.
 - Unlimited Audio/Video sessions available for users who would like to avail escalated support.
 - The Agency should have a multicity network of a minimum of 100 + experts who can speak more than 10 languages.
 - Access to discussion forums and all articles available with the service provider, dealing with relevant issues.
 - Access to a Private Forum of IIM Udaipur for students / Staff/faculties/ residents to help each other.
 - Quarterly Awareness webinars and other communication interventions to promote engagement of students on the platform.
 - Orientation Session for students on campus/Online would be included as a part of the offering.
 - Physical awareness workshop/webinars to challenge negative connotations. Four(4) workshops in twelve (12) months are included as part of the offering.
 - Others can be offered on demand and can be charged separately. The charge for each additional workshop must be declared while signing the tender document.
 - Aggregate monthly reports for administration on anonymized data to resolve thematic issue.
 - All serious cases (Suicidal/ Self Harm/ May cause harm to others or Property) must be reported to the assigned administrative authority on top priority. An email & WhatsApp on the authorized mobile numbers marking such cases with the details of the case be sent out to the Administrative authority immediately titled as – RED FLAG.
 - Two (2) mandatory workshops on “POSH and Gender Sensitization” must be conducted physically at the campus every 12 months, separately for Students and Staff.
 - Group activities and sessions to promote mental well-being must be conducted every quarter on campus.
 - The Agency must ensure that all data pertaining to the institute and its members (Students and Staff) is kept extremely confidential. The same can only be shared with authorized personnel appointed by the institute upon request. Any data leak or unauthorized sharing/transferring/ access to the above-mentioned data will immediately result in termination of the contract along with imposing of financial penalty as deemed fit by the institute.
- (3)** The agency will have to provide a qualified psychiatrist for physical sessions inside

campus as and when required. The travel and logistics of the weekly visiting counsellor will be borne by the agency itself.

(4) The agency will bear the expenses for all travel, food, lodging, and boarding of its employees, psychiatrists, and representatives who will visit the campus to perform any and all activities.

(5) Employee of the agency:

i. The agency must provide trained and certified counsellors only.

ii. The Psychologist, therapist provided by the agency must have the required and relevant medical qualifications for the job. He/ She should be licensed to prescribe medication if the need be.

iii. Anyone found below the minimum standard mentioned above shall be removed immediately from the IIMU and penal action shall be taken against the agency as per the penalty clause of General Terms & Conditions.

(6) The Mental Health Agency personnel shall carry an identity card duly attested by the Agency. A photocopy of these cards along with computer data shall be given to the IIMU for record verification etc.

(7) The agency shall ensure the biometric attendance of its personnel on the machine provided by the IIMU.

(8) The IIMU shall have the right to check up, from time to time, the personnel on duty up to the satisfaction of the IIMU.

(9) The IIMU will not provide any residential space for accommodation and transportation to the agency. The agency has to make its own arrangements for the residential accommodation and transportation to the deployed staff.

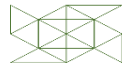
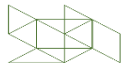
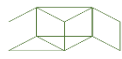
(10) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its employees to the IIMU.

(11) There should be no case pending with the police against the Proprietor/Firm/Partner/Director or the Company (agency) and should not be blacklisted by any Govt agency. An undertaking to this effect on the agency's letterhead should be attached. All the personnel should be police verified and records should be submitted to the IIMU.

(12) The Agency shall maintain a record of major/minor incidents on a daily basis and report the same to the official authorized in this regard. The agency shall also be responsible for lodging complaints with police authorities in such instances after prior permission of IIMU and take follow-up action for recovery of lost material/equipment.

(13) The agency shall maintain a Complaint/Feedback Book in the counselling room.

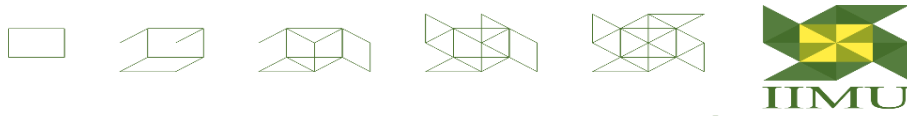
(14) Penalty wherever mentioned in this document will be imposed as per the penalty clause of General Terms & Conditions.



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(15) The responsibility for taking appropriate counseling measures shall be entirely that of the agency. The IIMU will be entitled to compensation against the agency, in case an inquiry by IIMU establishes that damage/ harm/ or any other negative consequence has been caused due to negligence of the Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that damage has been caused by acts of commission and omission of the personnel of the agency or if the personnel of the agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the IIMU or its employees to whom loss is caused, shall be totally indemnified/compensated by the agency on actual basis.

(16) The agency shall nominate a nodal officer for day-to-day communication. The agency shall submit escalation matrix for resolution of complaint.



GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- (1) **Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on the e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online at <https://eprocure.gov.in/cppp/> duly signed and sealed on each page of the Tender. For details, kindly see the annexure of this tender: Instructions for Online Bid Submission.
- (2) **Period of Contract:** The contract period will initially be for One year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU on an annual basis for a further period of up to two years in a spell of one year each. The agency may be given a yearly increment of up to 5 % on the immediate previous year's rate on the basis of satisfactory performance recorded by the user department and sole description of IIMU and will be continued if the contract is extended on all the contracted value under this tender. In case the performance of the agency is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of the contract for reasons mentioned herein above, the Performance Bank Guarantee shall be forfeited.
- (3) **Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one month's notice without giving any reason and by the agency by giving three months' notice.
- (4) **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of the contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
- (5) **Tender Fee:** The tenderer shall deposit a Non-refundable Tender fee of Rs. **500/- (Rupees Five Hundred only)** through a Demand Draft drawn in favour of "Indian Institute of Management Udaipur" payable at Udaipur.
- (6) **Earnest Money Deposit (EMD):** The tenderer shall deposit Earnest Money of **Rs. 20000/- (Rupees Twenty Thousand only)** through a Demand Draft drawn in favour of "Indian Institute of Management Udaipur" payable at Udaipur. The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted. The Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.
- (7) **Performance Bank Guarantee:** The successful tenderer will have to deposit a Bank Guarantee for an amount of 5% of the contracted value in favour of "**Indian Institute of Management Udaipur**" payable at Udaipur drawn on any scheduled Bank before signing of the contract and valid for 60 days beyond the expiry period of contract. In case the tenderer fails to deposit the requisite performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.

(8) In the event of a bidder backing out before the actual award or execution of the agreement, IIMU will have right to forfeit the EMD. In case the successful tenderer (L1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.

(9) Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves before submitting their tenders. The nature of the site, the means of access to the site, the accommodation they may require, and in general shall themselves obtain all necessary information as to risks, contingencies, and other circumstance which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he/she/other has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

(10) The Institute will not provide any residential space for accommodation to the agency. The agency has to make its own arrangements for the residential accommodation to the deployed staff.

(11) In the case of first lowest is more than one, then it would be at the discretion of the Institute to decide the L1.

(12) **Sub-Contracting:** The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner except with the specific approval of IIMU.

(13) The agency and its personnel shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behavior at and around the work site, Safety Precautions, and Regulations.

(14) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the personnel deputed by the agency shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its personnel to the Institute. All the personnel deputed by the agency should have police verified.

(15) The personnel deputed by the agency at the Institute are purely under outsourcing.

(16) Under no circumstances, the Institute shall not have any liability in respect of matters connected with the employment of personnel deputed by the agency. The personnel deputed by the agency shall have no right whatsoever to claim employment or other rights from the Institute.

(17) None of the personnel of the agency shall enter into/practice/engage in any kind of private work within the campus of the Institute. Non-compliance with this condition will be deemed to be a violation of the terms/conditions of the contract by inviting penalty/cancellation of contract.

(18) The personnel employed by the agency should not form any union.

(19) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or

any Union Territory.

(20) The agency will have to submit and update the details of all personnel deputed by the agency at the Institute mandatorily along with a copy of their photographs, residential address, etc as required by IIMU.

(21) The agency shall take at his own cost if required, necessary insurance coverage in respect of personnel deputed by it in connection with the aforementioned services to the Institute and shall indemnify Institute against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Institute may have party as a result of the agency's failure to comply and of the obligation under the relevant Act / Law which the agency is required to follow.

(22) Taxes, Labour Laws and Other Statutory Compliances:

22.1 The agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. Motor Vehicle Act, P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Migrant Labour Act and/or such other Acts or Laws of Central, State, Municipal and local governmental agency or authority etc whichever is/are applicable to the agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.

22.2 The agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or services rendered pursuant thereto.

22.3 The agency shall be responsible for proper maintenance of all registers, records and accounts it relates to compliance with any statutory provisions/ obligations under all the labour laws of India. The agency shall be responsible for making the records pertaining to the Payment of Wages Act and for depositing the P.F. and ESI contributions if any, with the authorities concerned.

22.4 The agency shall be responsible and liable for all the claims of its personnel deputed at the Institute.

22.5 The agency shall obtain adequate insurance / personal accidental policy in respect of its workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work as per the Employee Compensation Act.

22.6 Further, the agency shall not involve the matters of IIMU in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the agency shall be solely responsible.

22.7 The agency shall indemnify and keep IIMU indemnified against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all applicable statutory laws and regulations in matters of Labour Law like P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Factory Act,

Explosive Act, Workmen Compensation Act, Goods & Service Tax (GST), Royalty, Works Contract etc. and shall keep the IIMU indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws.

22.8 The personnel employed by the agency shall not be below the age of 18 years. They shall be medically fit and keep themselves neat and clean.

22.9 Non-adherence of statutory compliance mentioned above from S No. 22.1 to 22.9 may impose penalty and /or termination of contract as per Annexure-II (General Terms and Conditions of Contract) of this tender document.

(23) The personnel deployed by the Agency in the IIMU shall be removed immediately if the IIMU considers such removal necessary on administrative grounds. The Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character or had any sort of intoxicating item on duty and shall replace him with substitute personnel either on its own or on the demand of the IIMU.

(24) Interpretation: All the terms and conditions of the contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.

(25) Bid Validity: The quoted rates must be valid for a period for 90 (ninety) days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

(26) In case the tenderer withdraws, modifies, or changes his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

(27) In exceptional circumstances, the IIMU may request the bidder's consent for an extension of the period of bid validity. A bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

(28) Anyone or more of the following actions / commissions / omissions are liable to cause summary rejection of tender:

- Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
- Any conditional bid or bid offering rebate.
- Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
- Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision.

(29) Authority of person signing document: A person signing the tender form or any

documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIMU may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

(30) Access to SITE: The agency shall allow unhindered access to the IIMU and/or any other party or person engaged by the IIMU to work at the same site and/or to check/regulate/watch/guard/measure/inspect, solely or jointly with the agency.

(31) Safety and Security: The agency shall abide by the provisions of the safety code framed from time to time by the Institute/Government.

(32) Payment of Bills: The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed cheque, drawn in favour of the agency payable at Udaipur or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIMU. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.

(33) ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by IIMU.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the IIMU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Udaipur.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

(34) FORCE MAJURE: -

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for

damages against the other in respect of such non-performance or delay in performance. The operation of the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMU as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the IIMU shall be at its liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

(35) PENALTY

Penalties for complaint, non-adherence of terms & conditions specified in the tender document, indiscipline & unsatisfactory operation of the services, and the incidence given in the various clauses of this document for the purpose, may be levied up to Rs. 10,000/- on each occasion as per IIMU discretion which will be deducted/adjusted in subsequent monthly bill/security deposit/ performance guarantee.

(36) Feedback: IIMU may ask the agency to submit monthly feedback collected from the users. Based on feedback, IIMU may at its own discretion impose financial penalty as per the penalty clause of General Terms & Conditions depending on the gravity of the issue and in case of similar repetition IIMU can cancel the contract unilaterally without notice, and bank guarantee will be forfeited.

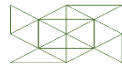
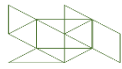
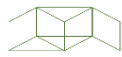
(37) IIMU reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.

(38) IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the IIMU.

(39) All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.

(40) The decision of the Director of IIMU will be final in all respect and will be acceptable to all the tenderers.

(41) Jurisdiction: All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.



Annexure - III

AGENCY DETAILS

Sl No.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pin code, Telephone Number	
4	E-mail ID of the agency	
5	Website of the agency, if any	
6	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
7	Name and designation of authorized person with telephone/mobile number. (Authorization letter to be enclosed)	

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

(Signature of the bidder with seal)

Eligibility Criteria

Only those agencies that meet the following minimum criteria will be considered for the opening of the financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

(1) The agency should be a registered and licensed vendor in similar services covered under this tender. Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this along with the format given below.

SL No	Registration / License Number	Registration / License Issued By	Registration/License Validity From (DD/MM/YYYY)	Registration/License Validity To (DD/MM/YYYY)	Page No. of Copy of license attached

(2) The agency shall submit the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the agency and must reach at IIMU before the last date & time for receipt of the Bid. A photocopy of the same EMD and tender fee should be enclosed to support this along with the format given below.

S No.	Type of Fee	Details
1	Tender Fee	DD No. _____ of Rs. 500/- (Rupees Five Thousand only) of Dated _____ drawn on Bank _____ Branch _____
2	Earnest Money Deposit (EMD)	DD No. _____ of Rs. 20000.00/- (Rupees Twenty Thousand only) of Dated _____ drawn on Bank _____ Branch _____

DD will be made in favour of "Indian Institute of Management Udaipur" payable at Udaipur.

(3) The service provider should have a valid Indian Permanent Account (PAN) No. as per the details given below: -

SI No	Name	PAN No.	Copy attached	Remarks

(4) The Agency must have experience of successfully completing/operating of at least one single contract from a single customer/ entity having a minimum turnover of Rs 50 Lakhs from Mental Health services related work in each of the last three financial years

ended on 31.03.2023. The agency should provide the following documentary evidence duly certified by CA in the following formats:

<u>Name of the Customer/ Entity</u>	<u>Financial year</u>	<u>Turnover from Mental Health Services related contract in Rupees (in words and figures)</u>	<u>Certificate from the Customer</u>	<u>Page no. of copy of Agreement</u>
	2020-21			
	2021-22			
	2022-23			

(5) Details of last 5 (five) years' experience in Mental Health services out of which two years' experience at State Govt./Central Govt./PSUs/Autonomous institutions in the following format (Please attach separate sheet, if necessary).

Year	Name of Employer, Address, Tel. No	Contract Commencement and completion dates	State Govt./Central Govt./ PSUs/Autonomous Institutions/Other Govt. organizations
2018-19			
2019-20			
2020-21			
2021-22			
2022-23			

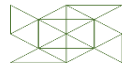
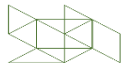
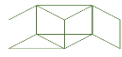
Total experience of _____months. (Overall period should not be less than 60 months). Total experience of _____months in State Govt./Central Govt./PSUs/ Autonomous institutions (Overall period should not be less than 24 months).

Please note: Period of Mental Health services provided to multiple organizations at the same time shall not be added together for the purpose of counting the period of 60/24 months.

(6) The Mental Health service provider should be ISO certified, and it should be valid on the last date for submission of Tender:

S No.	ISO Certificate No.	Page No. of copy attached

(7) There should be no case pending with the police against the Proprietor/Firm /Partner or the Company (agency) and should not be blacklisted by any Govt agency. A self-undertaking to this effect on agency's letterhead should be attached.



(To be provided on letterhead of the Firm/LLP)
Declaration regarding Blacklisting

To, Director,
IIM Udaipur,
Balicha, Udaipur 313001

Tender Reference No.

Name of Work/ Service: -

I hereby certify that our firm (name) has never been blacklisted or debarred or disqualified in the past by any Central/State Government/Public Undertaking/Autonomous Institute/ any International/National agency from taking part in tenders or for corrupt or fraudulent practices nor any criminal case is pending against the firm/LLP or its owner/partners anywhere in India.

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

Date :

Firm Name:

Place:

Name of the authorized person:

(8) The agency should have visited the site and its surroundings and satisfied themselves before submitting the tender. A self-undertaking to this effect on firm letterhead should be attached.

(9) The agency should possess all mandatory statutory requirements mentioned in Annexure-III (Agency Details) in this tender document.

No price should be specified in the technical bid, including such information will entail rejection of the bid.

NOTE: All third-party certificates should be duly signed and stamped by the bidding agency.

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

(Signature of the bidder with seal)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

1. SUBMISSION OF TENDER

- 1) Bidders should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
- 4) 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.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
- 9) 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.
- 10) 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.
- 11) The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per

Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.

12) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

13) Bidder who has downloaded the tender from the IIMU website www.iimu.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner**. In case the same is found to be altered/ modified in any manner, the tender will be completely rejected and EMD will be forfeited, and Bidder is liable to be banned from doing business with IIMU.

2. TENDER OPENING PROCEDURE

The tender will be opened online on the Central Public Procurement Portal (CPP Portal).

3. CLARIFICATION ON TENDER EVALUATION

3.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.

3.2 The Client also reserves the right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

4. RIGHT OF ACCEPTANCE

4.1 Office of Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those tenderer's who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.

4.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.

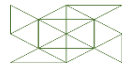
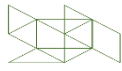
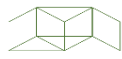
4.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderers at its discretion and this will be binding on the Tenderer's.

4.4 The Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that the Contractor is blacklisted on a previous occasion by any institution.

5. LETTER OF ACCEPTANCE

5.1 After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to the client duly acknowledged, accepted, and signed by the authorized signatory, within 3 days of receipt of the same by him.

5.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor.



Annexure – VI

**TENDER ACCEPTANCE LETTER
(To be given on Agency Letter Head)**

Date:

To,

Director, IIM Udaipur, Balicha, Udaipur, Rajasthan-313001.

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/Mental Health/2024

Name of Tender/Work: Mental Health Services at IIM Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found to be violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



Annexure – VII

PROFORMA OF PERFORMANCE BANK GUARANTEE

1 In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and (Hereinafter called "the said agency(s) for the work of "Security Services at IIM Udaipur" (hereinafter called "the said agreement") having agreed to the production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

2 We (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs..... (Rupees...)

3 We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.

4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.

5 We.....further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM UDAIPUR against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence by the IIM UDAIPUR to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).

7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.



8 This guarantee shall be valid up to..... unless extended on demand by the IIM UDAIPUR.

Notwithstanding anything contained hereinabove:

a) our liability under this Guarantee shall not exceed Rs..... (Rupees.Only);

b) This Bank Guarantee shall be valid up to and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All yours

rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the day of for

(Indicate the name of the Bank)



PRE-BID CONFERENCE

1. A Pre-bid conference is stipulated in the Tender Information Summary (TIS), prospective bidders interested in participating in this tender may attend the Pre-bid conference to clarify the techno- commercial conditions of the Tenders at the venue, date and time specified therein.
 2. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
 3. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS.
 4. Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter from their organization/ Hospital/ principals; else, they shall not be allowed to participate. **The pre-bid conference may also be held online at the discretion of the Procuring Entity.**
1. After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.