

# **NATIONAL LAW UNIVERSITY ODISHA,CUTTACK**

## **NOTICE INVITING quotations**

Name of Service	<b>Providing Counseling &amp; Mental Wellness Service to NLUO Cuttack.</b>
Quotation No.	<b>NLUO/Admin/19960/2024 Dt. 07.05.2024</b>
Contract Period	<b>02 (Two) Years, and Extendable up to 05 (Five) Years with Mutual Consent/ till finalization of next Tender, whichever is later</b>
Paper Cost	<b>Rs. 5,000/- (Rupees Five THOUSAND only)</b>
Earnest Money Deposit (EMD)	<b>Rs. 25,000/- (Rupees Twenty Five Thousand only)</b>
Performance Security	<b>As per Detailed Quotation Call Notice</b>
Pre-bid meeting	<b>14.05.2024 at 12.30 PM at meeting hall, ground floor, NLUO</b>
Quotation call documents will be Issued From	<b><a href="https://nluo.ac.in/tender/">https://nluo.ac.in/tender/</a></b>
Last Date, Time & Place of Submission	<b>28.05.2024 at 11.30 AM at meeting hall, ground floor, NLUO</b>
Date, Time for opening of Bids	<b>28.05.2024 at 12.30 PM at meeting hall, ground floor, NLUO</b>
Contact	<b>Email: <a href="mailto:himansu@nluo.ac.in">himansu@nluo.ac.in</a></b>

1. The time of submission of quotation is **28.05.2024 at 11.30 AM**. The indenting Bidder must read the Terms & conditions of NLUO, Cuttack carefully. He/She/They should only submit his/her/their bid if he/she/they consider himself/herself/themselves eligible and he/she/they is/are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document. In case the date of Pre-bid/ opening of Technical Bid/ opening of Financial Bid will be holiday/declared as holiday, then the date for Pre-bid/ opening of Technical Bid/ opening of Financial Bid is/are to be treated as next working day and time and venue will remain unchanged.
3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<https://nluo.ac.in/tender/>**. Any addendum/corrigendum if required to be published, the same will be notified in the portal only.

Sd/-  
**Registrar,**  
**NLUO, Cuttack.**

Name of Service: **Providing Counseling & Mental Wellness Service to NLUO Cuttack.**

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## INFORMATION AND INSTRUCTIONS FOR BIDDERS

The Registrar, NLUO, Cuttack invites quotations from well established, reputed and financially sound Service Provider to provide services of Counseling & Mental Wellness for its stakeholders with experience of *Similar Service* as per eligibility Criteria in Two (02) Bid system (Technical & Financial respectively) for the following service :-

Name of Service	Providing Counseling & Mental Wellness Service to NLUO Cuttack.
Quotation No.	NLUO/Admin/19854/2024 Dt. 21.03.2024
Contract Period	02 (Two) Years, and Extendable up to 05 (Five) Years with Mutual Consent/ till finalization of next Tender, whichever is later
Paper Cost	Rs. 5,000/- (Rupees Five THOUSAND only)
Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees Twenty Five Thousand only)
Performance Security	As per Detailed Quotation Call Notice
Pre-bid meeting	14.05.2024 at 12.30 PM at meeting hall, ground floor, NLUO
Quotation call documents will be Issued From	<a href="https://nluo.ac.in/tender/">https://nluo.ac.in/tender/</a>
Last Date, Time & Place of Submission	28.05.2024 at 11.30 AM at meeting hall, ground floor, NLUO
Date, Time for opening of Bids	28.05.2024 at 12.30 PM at meeting hall, ground floor, NLUO
Contact	Email: <a href="mailto:himansu@nluo.ac.in">himansu@nluo.ac.in</a>

1. The intending bidder must read the terms and conditions of quotation call document carefully. They should submit their bid if they consider them self-eligible and in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://nluo.ac.in/tender/> free of cost.
4. The intending bidders must have valid class-II digital signature to submit the bid.

5. The bid can be submitted at National Law University.
6. Financial bids shall be opened only for bidders for whom Paper cost, EMD and other documents are found in order and who are found to be eligible to bid for service.
7. If the bidder is found ineligible after opening of bids, their bid shall become invalid.
8. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and original copies during verification, the bid shall become invalid.
9. ***The Bidders shall have to submit Paper cost & EMD before bid closes. List of Eligibility Documents to be submitted within the period of bid submission :-***
  - a. Appendix `A to C' duly filled in (Pages 14 & 15 ref.) along with enclosures, stamped and signed.
  - b. Certificates of Service Experience & Completion Certificate of Similar Service from Client alongwith the required documents/certificates, as mentioned in Serial No. - 4, Page No. -06 (referred under eligibility criteria).
  - c. Certificate of Registration for GST.
  - d. Copies of Balance Sheets
  - e. Proof of incorporation/inception of the Agency
  - f. Declarations to be given by the Bidders (as per Page 05 & 16).
  - g. Bidders must fill up Annexure-IV

Sd/-  
**Registrar**  
**NLUO, Cuttack.**

## **DECLARATIONS TO BE GIVEN BY THE BIDDER**

### **It is to certify that :-**

(a) I /We have gone through details as available on website <https://nluo.ac.in/tender/> and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date :** \_\_\_\_\_

**Signature of the Bidder with  
Stamp**

(b) "I, .....S/o Shri ..... resident of ..... hereby certify that none of my Relative(s) is/are employed in NLU Odisha, Cuttack. In case at any stage, it is found that the information given by me is false/incorrect, NLUO shall have the absolute right to take any action as deemed fit without any prior intimation to me".

**Date :** \_\_\_\_\_

**Signature of the Bidder with  
Stamp**

(c) "I/We undertake and confirm that eligible similar Service(s) has/have not been got executed through another agency on back to back basis (sublet). Further, it is stated that, if such a violation comes to the notice of NLUO, than I/We shall be debarred for bidding in NLUO in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of service, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit/Security Deposit/Performance Guarantee".

**Date :** \_\_\_\_\_

**Signature of the Bidder with  
Stamp**

**NOTE** : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies.

## **GENERAL CONDITIONS OF CONTRACT**

The National Law University Odisha invites quotations from **well established, reputed and financially sound, eligible Service Providers(with experience of similar service) to provide services of Counseling & Mental Wellness for its stakeholders in Two (02) Bid system (Technical & Financial respectively)**. The contract is initially for a period of **02 (Two) Years**, and extendable up to **05 (Five) years** with mutual consent on satisfactory performance with the same rate or till finalization of next Tender, whichever is later.

### **Name of Service : Providing Counseling & Mental Wellness Service to NLUO Cuttack.**

1. The quantum of service to be executed during 01(One) year is estimated to cost of approximately **Rs.12, 00,000/-** (Rupees **Twelve Lakh** only). The estimate, however, is given merely as a rough guide, which may go up or may be below as per the actual requirement of the University from time to time.
2. Intending Bidders are eligible to submit their bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar services. The **similar service means Service Provider to provide wellness and mental health counseling support or Counseling and/or Emotional well being service for the student and/or staff of Organization/Educational institutes or equivalent nature.**
3. **Eligibility Criteria.** Agencies fulfilling the following requirement shall be eligible to apply :-
  - a) The bidder shall be a company or partnership registered under the respective Indian acts i.e. Companies Act -1956, the partnership Act -1932 or a Proprietor, having their registered office in India. (Proof to be attached)
  - b) The Agency should have at least five years' of experience for providing wellness and mental health counseling support or Counseling and/or Emotional well-being service to an Organization. (Proof to be attached).
  - c) The Agency should have experience of providing at least 03(Three) similar services to Organizations/Higher Educational institutes of National repute in the last 3 financial years. (Proof to be attached as copy of order/experience certificate from clients)
  - d) The Agency shouldn't have been blacklisted by any Central/State government agency in the past three years. (Attach self certificate / declaration).
  - e) The Agency should be registered for Goods & Service Tax with Central Excise department and must have a valid GST registration number (Attach Proof).
  - f) The Agency must have PAN, Copy of PAN & last three financial year's Income Tax Return is to be submitted.

### **4. Preparation & Submission of quotations.** The quotations should be submitted in **02 (Two) Parts i.e. Technical Bid and Financial Bid Respectively.**

5. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) & Paper cost. The EMD of the all Bidders shall be returned after finalization of bid. The successful bidder will have to submit Bank Guarantee as Security Deposit as mentioned before obtaining the LOI or service order. Bid(s) received without EMD will be rejected.

6. **Performance Guarantee.** *The successful Service Provider will be required to furnish a Performance Guarantee of 10% (Ten Percent) of Annual Contract Value* after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "**REGISTRAR, NATIONAL LAW UNIVERSITY ODISHA, Cuttack**" which shall be kept valid for a period of 30 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of Service Provider for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be released after completion of Service Provider's performance obligations under the contract. In case the Service Provider fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Contract or shall be forfeited automatically without any notice to the Service Provider.

7. Intending Bidders are advised to examine the scope of service and satisfy themselves before submitting their bids, the means of access to the site, the accommodation & other travel needs they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge about scope of service whether they examine it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at own cost, all materials, websites, apps etc. and all other services required for executing the services unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that they have read this notice and all other contract documents and have made them self aware of the scope and specifications of the service to be done and of conditions.
8. For any clarification, bidder will have to attend Pre-bid meeting. Query apart from PRE-BID meeting will not at all be entertained.
9. The Competent Authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
10. Canvassing whether directly or indirectly, in connection to bidders is strictly prohibited and the bids submitted by the Service Providers who resort to canvassing will be liable to rejection.
11. The Competent Authority, The Vice Chancellor, NLUO, Cuttack reserves to him/herself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
12. The bidder shall not be permitted to bid for services in the NLUO, Cuttack responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the NLUO, Cuttack. Any breach of this condition by the Service Provider would render them liable to be removed from the approved list of Service Providers of this University.
13. The bid for the services shall remain open for acceptance for a period of 60(Sixty) days from the date of opening of bids.
14. This Notice Inviting bid shall form a part of the contract document. The successful bidder/ Service Provider, on acceptance of their bid by the Accepting Authority shall within 15 days from the stipulated date of start of the service, sign the contract consisting of "The Notice Inviting Bid, all the documents including additional conditions, if any, at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
15. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.  
(b)The quoted Rates shall be inclusive of all taxes except GST (GST to be paid as per actual from time to time

## **16. SCOPE OF SERVICE -**

For the overall Mental Wellbeing of the NLUO Community, based on the past experience the following things are desired from the suitable Service Provider-

- Experienced and Professional Service Provider with Qualified Therapist, Psychologist, counsellor and Psychiatrist on board who can deal with all the issues related to Mental Health of Law School students.
- 24\*7\*365 counseling/support and availability for the students through Video Conferencing, Telephonic and Chat mode whichever is required.
- One Webinar/Seminar/Workshop per month for students/faculty/staff relating to the Mental Health, Sexual Harassment etc. by experts.
- Availability of qualified therapist, psychologist/psychiatrist/counselor on 24\*7\*365 as and when required.
- Telephonic availability of psychiatrist and psychologists to students in vacations for continuance of therapy sessions.
- Counselors specially trained in dealing with Stress management and suicidal tendencies in early adults.
- Other allied mental health expertise

There is a requirement to engage wellness & mental health counselling service to help NLUO community come up with stress and anxiety related to the issue mentioned below:-

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

These scopes of the service will inclusive of (but not limited to) the following:-

- Facility for providing full time (24 x 7x 365) counselling support.
- Introductory/ orientation module suited to the fresh batch joining every year.
- Conduct of periodic workshops and seminars.
- Periodic psychological and stress assessment test for all students after every semester and sharing the outcome with the Institute authorities.
- The service provider shall conduct psycho-educational workshops (at least 2 workshops in 12 months) designed to help build personal awareness, develop coping skills and promote self-care.
- The bidder shall also organize various events on occasions like Mental Health Day, International Happiness Day, No Drugs Day and World Suicide Prevention Day.
- Communication interventions to promote engagement (at least thrice per month).
- Periodic orientation session for students on campus.
- The organization should have a multi-city network of experts (who can speak in all major languages of India).
- Service Provider shall confidentially handle issue based counselling support cases of students and shall report to the Institute authorities.



- Aggregate analytics of usage (by end of each month)
- No accommodation will be provided by the institute to the personnel deployed at the institute for rendering service support.
- All travel and accommodation expenses in providing the service shall be borne by the bidder.

#### **17. General Conditions -**

- i. The agreement shall commence from the first day of subsequent month after award /sign of the contract or as mutual agreed upon and shall continue till completion of two years unless it is terminated by the authority with one month notice, owing to unsatisfactory performance or change in requirement.
- ii. The agreement may be extended on same terms and conditions or with some additions/deletions/modifications based upon requirement & mutual consent.
- iii. The service provider shall not be allowed to transfer, assign, pledge or sub-contract as rights and liabilities under this agreement to any other Agencies or organization by whatever name be called without prior written consent of the authority.
- iv. The service provider will be bound by the details furnished by it to the authority while submitting the quotation or at subsequent stage. In case any of such document furnished by it is found to be false , it will be deemed to be a breach of terms of Agreement making it liable or legal action besides termination of Agreement.
- v. The Agency will be solely responsible in regard to LEGAL OBLIGATIONS on human resources so deployed by it and deployed with the University.
- vi. Additional services, wherever and whenever necessary, will have to be provided to the University, even at a short notice with mutually agreed rate.
- vii. For all intents and purpose, the Service Provider shall be the “Employer” within the meaning of different Rules and Acts in respect of human resources so deployed. There shall not be any “employee-employer” relationship between the person deployed by the Service Provider and this University. In case termination of this Agreement on its expiry or otherwise ,the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any type of absorption in regular or other capacity.
- viii. Losses caused to the University due to negligence/lapses/denigration on the part of Service Provider will be recovered from the Agency/Service Provider.
- ix. The selected agency shall have to execute an agreement on non-judicial stamp paper of ₹100/-[or of applicable amount] which will be signed by both the parties in the presence of two witnesses from both the parties.
- x. After awarding the service contract, if the Agency fails to provide the desired level of service on the target date/time, the offer of contract will automatically stand cancelled without any notice and the total security amount will be forfeited.
- xi. All documents/credentials submitted by the Agency/Service Provider in support of their document should be duly signed & stamped by the Proprietor/Authorized Signatory of the Agency.
- xii. University shall have the right to dismiss any associate deployed by the Agency from rendering servicewith assigning sufficient reason whatsoever in case of need and the substitute shall have to be provided by the agency immediately.
- xiii. The University, through its Designated/Authorized Officer shall be at liberty to check / cross check any time the quality of service of the Agency and in case of any fault/lapse, shall impose penalty as deem fit by it. In case of damages/lapses/breach of trust shall be equivalent to the amount decided by the Competent Authority of the University. The decision of the Vice Chancellor shall be final in this regard.
- xiv. The Agency shall be responsible for payment to the Personnel engaged by them. The University shall have no liability in this regard.
- xv. The University will not be liable to pay any amount other than settled in the contract. Any

payment under the provision of the Workman Compensation Act 1923, ESI Act, 1948, payment of Gratuity Act, 1972 and Employees' Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965 and/or any other statutory liability shall be made by the Agency. The Service Provider shall be solely responsible and liable for their personnel under the provisions of different Acts as applicable.

- xvi. The Service Provider shall maintain all statutory rules/regulations applicable under the Law and shall be responsible for paying the respective fees/charges to the Govt. departments whether NLUO pays for it or not. NLUO will be paying only GST amount on services & it will be responsibility of the bidder to deposit GST and any other statute payment to the Govt.
- xvii. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed person and nonpayment of statutory dues. The University shall have no liability for non-payment of remuneration of employed person and nonpayment of statutory dues.
- xviii. If any loss or damage caused to the University by the persons engaged, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit deposited by the Agency.
- xix. The selected agency shall have to execute an agreement on non-judicial stamp paper of
- xx. ₹100/-[or of applicable amount] which will be signed by both the parties in the presence of two witnesses from both the parties.
- xxi. All liabilities arising out of accident or death while on duty shall be borne by the agency.
- xxii. The University does not bind itself to accept lowest or any other conditions. The authorities of National Law University, Cuttack reserves the right to reject or accept any or all the quotations with or without assigning any reason there to.
- xxiii. The successful bidder shall provide the complete profile of all the Personnel associated with them for the service to be provided. This should be provided to the University for record within 15 (Fifteen) days of the issue of the service order/contract.
- xxiv. For complaint, of non-adherence of terms and condition specified in quotation call document, indiscipline and unsatisfactory level of Service noticed by University Officials a penalty of up to 5% of monthly bill may be levied after the approval of Authorities of NLUO on every event.
- xxv. Payment of the bill shall be released on monthly basis after receiving a satisfactory duty completion/performance report of the concerned Designated Officer/In-charge of the University. The Agency should submit its bill in the first week of every month along with proof of sessions conducted / reports of sessions and the payment for this will be released to the Agency, within 02(Two) weeks from the date of submission of the bill.
- xxvi. TDS and other taxes as applicable will be deducted from the Agency's bill as per Govt. instructions from time to time.
- xxvii. The Lowest Bidder will be decided as per the Computation Rates quoted by the Bidder for all the items.
- xxviii. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel engaged by it at NLUO, Cuttack site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payments to the personnel engaged by it by the stipulated date irrespective of any delay in settlement of its bill by NLUO, Cuttack for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/ Acts, including but not limited to with the following and their re- enactments/amendments/ modifications :-

- xxix. The Payment of Wages Act 1936.
- (a) The Employees Provident Fund & MP Act, 1952.
  - (b) The Contract Labour (Regulation) Act, 1970.
  - (c) The Payment of Bonus Act, 1965.
  - (d) The Payment of Gratuity Act, 1972.
  - (e) The Employees State Insurance Act, 1948.
  - (f) The Employment of Children Act, 1938.
  - (g) The Motor Vehicle Act, 1988.
  - (h) Minimum Wages Act, 1948.

**18. Breach of Terms and Conditions:** Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NLUO, Cuttack in that event the EMD/Security amount shall also stands forfeited.

**19. Termination of Contract:** NLUO, Cuttack would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the service performance is not up to the standard, or in case there is any violation of NLUO, Cuttack rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Bidder or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of NLUO, Cuttack's Authority in this regard would be final and binding on the Bidder. In such an event, NLUO, Cuttack shall have the right to engage any other Bidder to carry out the task.

**20. Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Cuttack. The decision of the Arbitrator shall be final and binding on the both parties.

**21. Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Vice Chancellor, NLUO, CUTTACK whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

**22. Force Majeure:**

- Notwithstanding the provisions of GCC clauses, the bidder shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure
- For purpose of this clause, " Force Majeure" means an event beyond the control of the bidder and not involving the supplier's fault or negligence and not foreseeable .Such events may include, but are not restricted to, acts of the bidder in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the bidder shall promptly notify the owner in writing of such conditions and the cause thereof. Unless otherwise directed by the owner in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Sd/-  
**Registrar**  
**NLUO, Cuttack**

**FORM FOR FINANCIAL INFORMATION**

(Financial Analyses)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Description	2020-21	2021-22	2022-23
Gross Annual Turn Over only			

Appendix `B`

**FORM FOR DETAILS OF ALL SERVICES OF SIMILAR CLASS**

(i.e. FOR THE YEAR ENDING MAR 2021)

**PROFILE OF THE BIDDER**

**Past & Present Experience:** Preferably for last 03 years, with recommendations/ satisfactory service certificate from employer(s), if any. [Attach extra sheets, if required]

Sl. No.	Year	Name of the Organization	Name of the Officer-in-Charge, Contact No. & E-mail	From	To
1.	2020-21				
2.	2021-22				
3.	2022-23				

1. Has the firm been ever debarred/ black listed by any organization?

If 'Yes', the details thereof. \_\_\_\_\_

2. Details of award/certificate of Merit etc. received from any Organization.

(Please attach Copy of certificates) \_\_\_\_\_

(Authorized Signature of the Bidder with Seal)

**Note:-** Enclose copy of document/certificate.

**FORM FOR DETAILED INFORMATION BY BIDDER**

Name of Firm/Service Provider/Supplier	:
Complete Address for Communication	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
GST Number  (enclose the attested copy of GSTIN)	:
Whether the firm has deposited Earnest Money Deposit (EMD).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code. (Enclose the attested copy of ESI Registration Certificate)	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder  
with Seal)

NATIONAL LAW UNIVERSITY ODISHA

Cuttack (Odisha)-753015

[www.nluo.ac.in](http://www.nluo.ac.in)

**Item Rate & Contract for Services**

**quotations for the service of : Providing Counseling & Mental Wellness Service to NLUO.**

**To be submitted by:**

- i. Time and date of Opening of Bids. – **28.05.2024 at 12.30 PM.**

I/We have read and examined the notice inviting quotation, schedule along with Appendices as per General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the document for the service.

A sum of **Rs. 25,000/-** (Rupees **Twenty Five Thousand** only) is hereby forwarded as **Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee/security deposit within prescribed period. I/We agree that the said Registrar, NLUO, Cuttack or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence service as specified, I/We agree that Registrar, NLUO, Cuttack or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a Guarantee to execute all the services referred to in the documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the service.

I/We undertake and confirm that eligible similar service(s) has/have not been got executed through another Service Provider on back to back basis. Further that, if such a violation comes to the notice of NLUO, Cuttack, then, I/We shall be debarred for tendering in NLUO, Cuttack in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of service, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit & / Performance Guarantee.

I/We hereby declare that, I/We shall treat the documents and other records connected with the service as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated : \* \_\_\_\_\_

Signature of Bidder  
with Stamp

Witness : \*

**Address : \***  
**(\*To be filled in by the Service Provider.)**

Occupation : \*

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

1. Inconsideration of the Registrar, NLUO, Cuttack (hereinafter called " the Client") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called " the said Service Provider(s)") for the service (hereinafter called " the said agreement}") having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/ guarantee from the Service Provider(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the NLUO an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by NLUO.

2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the NLUO stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Service Provider(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 shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. I/We the said bank undertake to pay to the NLUO any money so demanded not withstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) shall have no claim against us for making such payment.

5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall 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 NLUO under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Officer-in-charge on behalf of the NLUO, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) accordingly discharges this guarantee.

6. I/We further agree with the NLUO that the (Indicate the name of Bank) NLUO shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NLUO against the said Service Provider(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on that part of the NLUO or any indulgence by the NLUO to the said Service Provider(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.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

8. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the NLUO in writing.

9. This Guarantee shall valid up to \_\_\_\_\_ unless extended on demand by NLUO, Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (Indicate the name of Bank)

**Format for Agreement**

(to be made on Rs 100/- Judicial Stamp Paper)

This agreement is made at Cuttack on the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2020 (Two Thousand Twenty) **between Registrar, NLUO, Cuttack** having its **Office at NLUO, Cuttack-753015** (herein after called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

**And**

M/s \_\_\_\_\_ (Second party) having its registered Office at \_\_\_\_\_ (herein after called the '**Agency**' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "**Client**" is desirous to engage the "**Agency**" for providing **Counseling & Mental Wellness Service** for **NLUO, Cuttack at Cuttack** on the terms and conditions stated below :-

- (a) All the Terms & conditions of the quotation call document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in NLUO, Cuttack. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at NLUO, Cuttack site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the NLUO, Cuttack.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to :-
  - (i) Cancel/Revoke the contract; **and/or**
  - (ii) Impose penalty up to 10% of the total Annual Value of Contract.
- (g) Performance Security amounting to Rs -----(Rupees----- only) i.e. of 10% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (h) The Agency Shall be fully responsible for payment of its Associates/employees without fail and any other dues to the personnel deployed at NLUO, Cuttack.
- (j) The personnel provided by the Agency will not claim to become the employees of NLUO, Cuttack and there will be no employee and Employer relationship between the personnel engaged by the Agency & NLUO, Cuttack.
- (k) There would be no increase in rates payable to the Agency during the Contract Period except any revision by mutual understanding.
- (l) The Agency also agrees to comply with annexed Terms & Conditions of the quotation and amendments thereto from time to time.
- (m) Decision of Client in regard to interpretation of the Terms & Conditions of the quotation shall be final and binding on the Agency.



(n) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. The Books of Accounts of the Agency as regards this outsourcing service shall be open for examination by the Institute as and when required.

(o) In case of any dispute between the Agency and Client, Client shall have the right to decide, as per Arbitration & / Dispute Settlement clauses & / mutual consent. However, all matters of jurisdiction shall be at the Local Courts of Cuttack.

(p) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.

(q) THIS AGREEMENT will take effect from the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2024 (**Two Thousand Twenty Four**) and shall be valid for **02 (Two) Years** and extendable up to 05(Five) years on mutually agreeable conditions subject to satisfactory performance.

This day of \_\_\_\_\_ 2024, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Cuttack in the presence of the witness :-

For and on behalf of the 'Agency'

For and on behalf of the 'NLUO, Cuttack'

Signature of the Authorized Official  
(Name of the Official with Seal)

Signature of the Authorized Official  
(Name of the Official with Seal)

By the said \_\_\_\_\_  
\_\_\_\_\_(Name)

By the said \_\_\_\_\_  
\_\_\_\_\_(Name)

\_\_\_\_\_on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**TEAM PROFILE**

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

Sl..No.	Name	Age	Qualification	Experience relevant to NIT	Proposed role in the assignment

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.

**Annexure-IV**

Sl. No.	Particulars	Attached (Yes/No)	Page/ Annexure (If attached)
1.	Proof of incorporation/inception of the Agency		
2.	Copy of PAN Card and Copy of last three financial year's Income Tax Return		
3.	Audited Balance Sheet for the last three years		
4.	Goods & Services Tax registration, documents		
5.	Satisfactory Performance certificate from at least Five organizations where the Agency has supplied a group of persons per day for Housekeeping Services during the last 5 years		
6.	Undertaking regarding black listed / debarred by any organization		
7.	Declarations as per DTCN		
8.	Team Profile		