

# **REQUEST FOR PROPOSAL**

**for**

**Selection of Consultant Institution for Developing &  
Conducting Academic Certification Programme  
under Infant, Toddler, Caregiver-Friendly  
Neighbourhoods Training & Capacity Building  
Programme**



**National Institute of Urban Affairs**

**NATIONAL INSTITUTE OF URBAN AFFAIRS**

**Core 4B, India Habitat Centre**

**Lodhi Road, New Delhi- 110 003**

**12<sup>th</sup> May 2021**

## TABLE OF CONTENTS

TABLE OF CONTENTS	2
DISCLAIMER	3
1 PROGRAMME BACKGROUND	4
1.1 ABOUT THE PROGRAMME	4
1.2 REQUEST FOR PROPOSAL	5
2 GENERAL CONDITIONS OF THE RFP	5
2.1 RFP SCHEDULE AND CRITICAL DATES	5
2.2 BACKGROUND AND PROCEDURE	6
2.3 SUBMISSION OF PROPOSALS	7
2.4 DATE OF SUBMISSION	7
2.5 CLARIFICATIONS	7
3 TERMS AND CONDITIONS RELATED TO RFP	8
3.1 PRICES	8
3.2 INVOICING	8
3.3 TIMELINES, DELIVERABLES AND PAYMENT MILESTONES	8
3.4 EVALUATION CRITERIA	9
3.4.1 TECHNICAL BID EVALUATION	10
3.4.2 FINANCIAL BID EVALUATION	12
3.5 PENALTIES	12
3.6 BID PREPARATION	12
3.7 SELECTION OF SUCCESSFUL BIDDER	12
3.8 INSURANCE	13
3.9 NIUA OBLIGATIONS	13
3.10 CONFIDENTIAL INFORMATION AND TRADE SECRETS	13
3.11 INDEMNITY	14
3.12 FORCE MAJEURE	14
3.13 ARBITRATION - SETTLEMENT OF DISPUTES	15
4 SCOPE OF WORK	16
5 METHODOLOGY	16
6 LOGISTICS AND PROCEDURES	17
7 ANNEXURES	18
7.1 FORM 1: COMPLIANCE SHEET FOR PREQUALIFICATION OF THE BID	18
7.2 FORM 2 – LETTER FOR PROPOSAL	19
7.3 FORM 3: GENERAL INFORMATION OF THE CONSULTANT FIRM/AGENCY/ INSTITUTE	20
7.4 FORM 4: FORMAT FOR KEY PROJECT EXPERIENCE	21
7.5 FORM 5: CURRICULUM VITAE FORMAT FOR KEY RESOURCES	22
7.6 FORM 6: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	23
7.7 FORM 7: FORMAT FOR FINANCIAL PROPOSAL	24

## DISCLAIMER

The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary of any other form by or on behalf of the NIUA or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

The issue of this RFP does not imply that the NIUA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the agency and the NIUA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NIUA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the NIUA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

# 1 PROGRAMME BACKGROUND

## 1.1 ABOUT THE PROGRAMME

Children are a key indicator of wellbeing and a healthy society. A child-friendly city ensures an enabling built environment that is healthy and safe, develops their faculties, and fosters their love for community and for nature. The Bernard van Leer Foundation (BvLF) and National Institute of Urban Affairs (NIUA) have been continuously working towards sharpening the focus towards ‘infants toddlers and caregivers’ (0-5 years) in Indian cities. The association has been instrumental towards developing a substantial body of knowledge and experience on ground with respect to creating and facilitating child- friendly cities and spaces. One of the most positive outcomes of this work has been creation of the acknowledgement that young children are stakeholders in the use and design of built environment of their neighbourhoods and cities. The collective work has been able to inform national level urban missions like Smart Cities and AMRUT as well as disseminate knowledge to a number of cities and organisations.

In this context, Infant Toddler and Caregiver-Friendly Neighbourhoods (ITCN) Training and Capacity Building Programme has been co-designed to implement a structured multi-level ITCN capacity-building programme with specific outcome areas for City officials and young professionals over a period of two years starting January 2021.

The programme intends to utilise the vast body of knowledge developed by BvLF partnership program and NIUA under the CFSC initiative and develop knowledge products and training modules covering new aspects of ITC. It is proposed that the Capacity Building will be conducted through training modules that will be run online through NIUA and MoHUA’s National Urban Learning Platform (NULP).

The programme follows a modular training approach. The course content shall be developed by Training of Trainers (ToT) agency which will be then disseminated by the training agencies to the government officials and young professionals. The programme has three levels of courses:

- **Orientation Course (Basic Level Course)**  
To establish the need for better understanding of ITC needs at neighbourhood level for ULB officials.
- **Operational Course (Intermediate Level Course)**  
To empower cities to further champion interventions and projects with contextualised data and promote informed decision making
- **Implementation Course (Advanced Level Course)**  
To promote a thorough understanding with the government officials for the need of ITC features or aspects in play spaces, mobility, informal settlements, and urban resilience.
- **Academic Certification Programme**  
Utilise existing knowledge products developed under CFSC programme for training and capacity building through development of certified courses in collaboration with academic institutions for architects, urban designers, planners and young professionals

As part of the programme, up to at least 200 urban City officials and 250+ young professionals will be trained through certified training and capacity building modules. In addition, toolkits for developing a city level data dashboard and toolkit to embed the ITCN framework within the city development plans will be developed and professionals will be equipped to utilise these resources with requisite knowledge and skills. This will provide an opportunity for continued and wider knowledge dissemination on the subject.

NIUA intends to invite **Request for Proposal (RFP) from academic institutions empanelled with the Ministry of Housing and Urban Affairs as capacity building agencies for developing and conducting Academic Certification Programme** towards sensitizing and promoting Infant, Toddler and Caregiver-Friendly Neighbourhoods at the urban level. **The agency shall be selected through a competitive bidding process, based on Quality and Cost Based Selection (QCBS) Method and subject to it fulfilling the minimum eligibility criteria.**

## 1.2 REQUEST FOR PROPOSAL

NIUA invites responses (Proposals) to this **Request for Proposal (RFP) from empanelled institutions with MoHUA** (Applicants) interested in bidding for the appointment of “**Consultant Institution for undertaking the assignment of “Developing & Conducting Academic Certification Programme”** on behalf of National Institute of Urban Affairs). NIUA’S ITCN training and Capacity Building Programme is the ‘Nodal Agency’ for this procurement process.

I. Any contract that may result from this procurement process will be issued for **a term of 15 months** (‘the Term’).

II. Proposals must be submitted **digitally not later than the time and date as mentioned in the RFP Schedule** (Section 2.1). Proposals that are submitted late WILL NOT be considered in this procurement process.

III. NIUA and BvLF are hereinafter also referred individually as “Partner” and collectively referred as “Partners’ for conducting this assignment.

## 2 GENERAL CONDITIONS OF THE RFP

### 2.1 RFP SCHEDULE AND CRITICAL DATES

RFP tentative schedule and critical dates\* are shown below:

1	Issue of RFP notification	:	<b>12.05.2021</b>
2	Receipt of queries from bidders	:	<b>17.05.2021</b>
3	Response on queries	:	<b>19.05.2021</b>
4	Proposal Due Date (PDD)/ Last Date of Submission	:	<b>26.05.2021</b>
5	Opening of Technical bids	:	<b>27.05.2021</b>
6	Opening of Financial bids	:	<b>07.06.2021</b>
7	Letter of Award	:	<b>11.06.2021</b>
8	Signing of Agreement	:	<b>17.06.2021</b>
9	Validity of Agreement	:	<b>15 months from Agreement</b>

\*NIUA reserves the right to amend the RFP tentative schedule and critical dates.

## 2.2 BACKGROUND AND PROCEDURE

The RFP is for inviting bids from the academic institutions empanelled with the Ministry of Housing and Urban Affairs (MoHUA) as capacity building agencies for Developing & Conducting Academic Certification Programme under the ITCN training and Capacity Building programme. The training shall be delivered online through MoHUA's National Urban Learning Platform (NULP) which is managed by NIUA by the selected agency for who a work order will be placed by NIUA as part of the ITCN Training and Capacity Building Programme.

The RFP involves online submission of Technical Bid and Financial Bid separately. Technical and Financial bids will be evaluated out of 70% and 30% respectively based on Quality and Cost Based Selection (QCBS) Method. Firstly, the Technical bids will be opened and evaluated. Technical bids from successful bidders securing 75% or more in Technical Evaluation shall be considered for the Financial bid evaluation. The selection of the successful bidder will be based on the highest marks obtained on the Highest Weighted Combined Score.

- The proposals are to be submitted online as per two-bid system i.e. technical and financial proposal. The cover page of both the proposals should be clearly named as "Response to the bid for "Selection of Agency/Firm/Institution to conduct Developing & Conducting Academic Certification Programme for the ITCN Training and Capacity Building programme" with Submission Date.
- Bid responses must be addressed and submitted online to the ITCN Training and Capacity Building Team via email at [itcn-cb@niua.org](mailto:itcn-cb@niua.org). Please refer to the NIUA's tender page (<https://www.niua.org/tenders>) for accessing the RFP document.
- Bids must be submitted online through the above e-mail on or before **26.05.2021, 17:00 hrs**. Bids received after the due date & time will not be considered. It shall be responsibility of the bidder to ensure that the bid has been received on time and at proper place before the deadline. Bids submitted through fax and e-mails will not be considered.
- The Technical Bids will be opened on **27.05.2021 at 15:00 hrs** on a digital platform in the presence of bidders who may choose to attend.
- The financial bids will be opened only of those bidders who qualify technically and the opening date & time shall be intimated subsequently.
- All bids shall remain valid for a period of **120 days** from the last date of submission.
- Queries, if any, regarding bids shall be submitted in writing to the ITCN Training and Capacity Building Team via email at [itcn-cb@niua.org](mailto:itcn-cb@niua.org) on or before **17.05.2021, 17:00Hrs**. It shall be the responsibility of bidder to check NIUA's website [www.niua.org](http://www.niua.org) in time to time for updated information. No queries shall be entertained after due date.
- At any time prior to the last date of submission of bids, NIUA, for any reason whether at its own initiative or in response to a clarification requested by prospective bidder/bidders, may modify the RFP by an amendment or corrigendum. Any modification/amendment shall be notified through the official website of NIUA [www.niua.org](http://www.niua.org) and will be binding on the bidders. Therefore, it is advisable that the prospective bidders frequently visit the website and take note on any amendments during the bid process.
- NIUA reserves the right to modify and amend any of the stipulated condition/criterion depending upon project priorities vis-a-vis urgent commitments.
- NIUA reserves the right to alter/ modify the scope of work mentioned in this RFP document at any state of the bidding process.

- Bidder shall specifically confirm their agreement on compliance to all paras as specified in different sections of RFP. Any non-compliance/deviation shall be clearly mentioned para-wise.
- NIUA reserves the right to seek any clarifications/information on the already submitted bid documents; however, no fresh documents shall be accepted in support of bids.
- Conditional bids shall NOT be accepted on any ground and rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
- All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- The bidders will bear all costs associated with the preparation and submission of their bids. NIUA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

### 2.3 SUBMISSION OF PROPOSALS

The application is open only for **MoHUA empanelled academic institutions for training and capacity building**. Interested applicants with proven experience in executing similar programmes are requested to submit detailed technical and financial proposals to complete the assignment.

The proposals to be submitted by the agency/firm to undertake this assignment should include the following components:

1. Ensure the training proposal has clear and agreed upon practical outlines.
2. Relevant Documents as mentioned in Compliance Sheet of the RFP document (Form 1 - 7.1)
3. Institutional capacity to undertake and successfully complete the said assignment (form 2 - 7.2)
4. Company profile (Form 3- 7.3)
5. Prior experience of similar works (at least three), as mentioned in the Scope of Work (Form 4 7.4)
6. Detailed (max 3 page) CVs of professionals involving in the TOT and training (Form 5 -7.5)
7. Technical proposal with detailed work-plan based on the scope of the Consultancy and methodology. (Form 6 -7.6)
8. Financial proposal (Form 7 -7.7)

### 2.4 DATE OF SUBMISSION

The technical and financial proposals should be submitted online separately (in pdf format) by not later than **26th May 2021, 17:00 hrs**. Please email the RFPs at [itcn-cb@niua.org](mailto:itcn-cb@niua.org) to make online submission.

### 2.5 CLARIFICATIONS

Any applicant requiring any clarification on the RFP Document may send the request with details of queries at Email: [itcn-cb@niua.org](mailto:itcn-cb@niua.org) on or before **17th May 2021, 17:00 hrs**

### 3 TERMS AND CONDITIONS RELATED TO RFP

#### 3.1 PRICES

- The bidder shall indicate the prices in the Financial Proposal in Indian Rupees only.
- Unit and total prices of services offered should be quoted with breakup of all applicable taxes and duties, and all other cost incidental in Financial Pro forma.
- Prices quoted by the bidder shall be fixed. Bids submitted with adjustable price quotations will be rejected.
- The bidder shall submit the quote as per Form 7- 7.7.

#### 3.2 INVOICING

Invoice shall be prepared in the name of “National Institute of Urban Affairs” and sent to NIUA’s Head Office, Delhi.

#### 3.3 TIMELINES, DELIVERABLES AND PAYMENT MILESTONES

- The assignment will be remunerated upon delivery of the agreed deliverables, at the agreed fee rate and the timeline, as per the normal procedures of NIUA.
- The project will follow **a Quarterly payment disbursement module and is divided into 5 billing cycles.**
- The selected Firm/Agency shall submit invoices after completion of each milestone and NIUA will release the payment **within 30 days of receipt of invoice, provided all the milestones have been completed satisfactorily.**

The following are the key deliverables to be submitted and their stipulated timelines. **All trainings and workshops are to be delivered online.**

S. No.	Deliverable(s)	Timeline	Payment Mile Stone
1	Mobilization of key personnel and providing the requisite staff	ED + 1 week	<b>10% of Total Cost</b>
2	On boarding of up to 5-6 Academic Institutions as training institutions for conducting the Academic Certification of Programme.	ED+ 5 weeks	<b>15% of Total Cost</b>
3	Development of training modules on ITCN framework and CFSC work and National Urban Learning Platform for training academic institutions	ED+ 9 weeks	
4	Training of 15 to 20 trainers under 5-6 Academic Training Institutions inducted through Training of Trainers programme	ED+ 10 weeks	
5	1. Carry out the evaluation of the training at the end of the training. 2. Preparation of summary report on the training sessions to NIUA	ED+ 12 weeks	

S. No.	Deliverable(s)	Timeline	Payment Mile Stone
6	a. Development of 4 academic modules and other knowledge materials on ITCN Framework to embed within the existing academic curriculum b. Development of Certified Blended Training programme for students and young professionals	ED+24 weeks	<b>30% of Total Cost</b>
7	Training of Training Institutions on the modules developed under the Academic Certification Programme.	ED+ 26 Weeks	
8	a. Carry out the evaluation of the training at the end of the training b. Preparation of summary report on the training sessions to NIUA	ED+28 Weeks	
9	Online certified training programmes and courses for young professionals, academia - 250-265 professionals	ED+ 40 Weeks to ED+ 53 Weeks	<b>15% of Total Cost</b>
10	Quarterly Assessment of the students and submission of report on the training and learning	ED+ 41 Weeks	
11	Quarterly Assessment of the students and submission of report on the training and learning	ED+ 54 Weeks	<b>15% of Total Cost</b>
12	Summary report on the overall academic certification programme and the number of professionals and students trained under the certification programme.	ED+67 Weeks	<b>15% of Total Cost</b>

\* *ED – Effective Date i.e. the date of signing of contract by both parties.*

### 3.4 EVALUATION CRITERIA

The proposals will be evaluated based on the technical bid and financial bid submitted by the bidder. Technical and financial evaluation will be rated out of **70% and 30% respectively based on Quality and Cost Based Selection (QCBS) Method**. Firstly, the Technical bids will be opened and evaluated. Technical bids from successful bidders **securing 75% or more in Technical Evaluation** shall be considered for the Financial bid evaluation. The selection of the successful bidder will be based on the **highest marks obtained on the highest weighted combined score**.

- i. Tender Evaluation Committee (TEC) will be created for bid evaluation on the basis of parameters as indicated in the RFP document.
- ii. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained.
- iii. The selection of the successful bidder will be based on the highest marks obtained on the **highest weighted combined score**.

### 3.4.1 TECHNICAL BID EVALUATION

The Technical Proposal shall be evaluated as per Technical Evaluation criteria are given in the table below:

#### 1) Pre-Qualification (Essential Documents Checklist):

The following documents are to be provided mandatorily for consideration of the technical bid by the firm.

SN	Particular of Submission	[Y/N]	Responsive /Non Responsive
1	MOU between state and institution as training entities empaneled by the MOHUA		MOU between state and institution as training entities empaneled by the MoHUA,
2	Certified copy of the Accreditation under the University Grants Commission Act (1956) provided [Y/N]		Certificate of Accreditation issued by University Grants Commission Act.
3	Academic Institution offering courses in Urban Development, Social Development, Inclusive Planning , Built Environment and related fields.		Details of courses offered in the thematic areas of Urban Development, Social Development, Inclusive Planning , Built Environment and related fields.
4	Write-up on approach, methodology and work plan for the assignment as per scope of work provided[Y/N]		
5	Experts to be engaged in the assignment including management team, professors, and other faculty members provided [Y/N]		1. Provide detailed testimony (curriculum vitae) of personnel to be involved in the assignment 2. List of Publications / Journals/ Research Work / Projects (if applicable) for the experts and key resource persons.

## 2) Technical Competency

SN	Particular of Submission	[Y/N]	Responsive /Non Responsive	Maximum Score
1	<p>Professionals composition of the firm -</p> <p>1. Number of key personnels to be engaged in the assignment and their key competencies</p> <p>2. All professionals should be experts at the field, fluent in speaking English and Hindi (preferable), ability to develop Academic Certification Programme, with ability to engage high-level stakeholders in meetings and technical discussions, excellent written and verbal communication skill and facilitation skill.</p>		<p>1. Provide detailed testimony (curriculum vitae) of experts involved in the assignment</p> <p>2. The required professionals and number of staffs required for the assignment</p> <p>3. List of Publications / Journals/ Research Work/Projects in inclusive development, urban development and related fields (if applicable) for the experts and key resource persons. ( Please Refer Form 7.5)</p>	30
2	<p>Experience of development of training modules, certified academic courses in the thematic areas of inclusive development, social development, built environment and related fields</p>		(Please Refer Form 7.4, 7.5)	20
4	<p>Ability to Collaborate with other Academic Institutions to engage with high quality multi-disciplinary team of experts with testified skills and experience in the sector.</p>		(Please Refer Form 7.4)	20
5	<p>Contents of Proposed methodology of the assignment</p>		(Please Refer Form 7.6)	15
6	<p>Detailed Work Plan and time of completion with respect to the deliverables</p>		(Please Refer Form 7.6)	15

### 3.4.2 FINANCIAL BID EVALUATION

- i) The Financial Bids of technically qualified bidders will be opened on the prescribed date digitally. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- ii) The bid price will include all taxes and levies and shall be in quoted in Indian Rupees.
- iii) Any conditional bid would be rejected.
- iv) The bidder with the lowest quote shall be awarded the highest score in the financial evaluation for the proposal. The selection of the successful bidder will be based on the highest marks obtained on the **highest weighted combined score as specified in Section** Error! Reference source not found..

### 3.5 PENALTIES

1. At any point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligation, NIUA may take a decision to cancel the Work Order with immediate effect and/or debar the bidder from bidding prospectively for a period as decided by NIUA or take any other action as deemed necessary.
2. The successful bidder shall render his services as per scope of work and services defined in the subsequent paras.
3. The successful bidder will not further sub-award this work. NIUA may cancel the work with immediate effect and/or debar the bidder from bidding prospectively for a period as decided by NIUA or take any other action as deemed necessary.
4. Any unjustified and unacceptable delay beyond the delivery schedule (where applicable) as per Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras.
  - a. In case the selected agency is not performing as per the requirement of the NIUA, the selected agency will be imposed a penalty up to the 50% amount of payable for the Milestone/Deliverable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on the case to case basis.
  - b. The successful bidder will not refuse to accept NIUA Work Order under any pretext. The bidder shall start the work within day 1 from the date of issue of the LOI/WO.
  - c. If at any point of time during performance of the work order, the bidder encounter conditions impeding timely performance of the ordered services, the bidder shall promptly notify NIUA in writing of the fact of the delay, its likely duration and its cause(s).

### 3.6 BID PREPARATION

The main proposal of the bid should include the following:

- a. Proposal as per the Formats provided under Section 6 of the RFP document.
- b. Signed copy of the technical bid clearly marked on top of cover.
- c. Signed copy of the financial bid clearly marked on top of cover.
- d. Any additional information as considered relevant by the bidder.

### 3.7 SELECTION OF SUCCESSFUL BIDDER

1. **Award Criteria** - NIUA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive to the scope of work and has been determined as the most responsive bids as per the process outlined above.

2. **Right to Accept Any Proposal and To Reject Any or All Proposal(s)** - NIUA reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIUA's action.
3. **Notification of Award** - Prior to the expiration of the validity period, NIUA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/procurement process has not been completed within the stipulated period, NIUA, may like to request the bidders to extend the validity period of the bid.
4. The notification of award will constitute the formation of the contract. NIUA will notify each unsuccessful bidder.
5. **Contract Finalization and Award** - NIUA shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed assignment.
6. **Signing of Contract** - NIUA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NIUA and the successful bidder.
7. **Failure to agree with the Terms and Conditions of the RFP** - Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NIUA may award the contract to the next best value bidder or call for new proposals from the interested bidders.
8. Selection procedure would be made on the basis of Quality and Cost Based System.
9. The selection of the successful bidder will be based on the highest weighted combined score.
10. Work Order will be issued to the successful bidder for conducting the exercise mentioned in scope of work.

### 3.8 INSURANCE

Successful bidder(s) shall take out and maintain, at their own cost, insurance against the risk for execution of the assignment. On NIUA request, the bidder(s) shall show that such insurance has been taken out and maintained. It is up to the bidder but NIUA will like to intimate that NIUA will not be responsible to compensate any losses/damages incurred by the bidder/s during the assignment. It will be sole responsibility of bidder/s to settle these claims and bidder/s have to indemnify NIUA against any such claims in future.

### 3.9 NIUA OBLIGATIONS

NIUA reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any point of time prior to the award of the Work Order without incurring any liability to the affected bidder/bidders or any obligations to inform to the affected bidder/bidders of the grounds for NIUA's action. Bidders are however free to address their queries on bidding conditions, bidding process and/or rejection of their bid by addressing appropriate communication addressed to ITCN Training and Capacity Building Team via email at [itcn-cb@niua.org](mailto:itcn-cb@niua.org) for any information.

### 3.10 CONFIDENTIAL INFORMATION AND TRADE SECRETS

1. In connection with the services, which bidder(s) will be providing under this RFP, the bidder(s) may come into contact with confidential matters of each other including:
2. Technical information, such as know-how, formulae, computer programs, drawings, secret processes or machines, inventions or research projects
3. Business information, such as information about costs, profits, markets, sales, lists of customers or business plans
4. Plans for future development or

5. Other information of a similar nature not generally known outside including Personal identifiable information of research participants or sensitive information.
6. The bidder(s) would be expected to follow and comply with the data protection standards set forth by NIUA and its Partners.
7. The bidder(s), for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of Work Order under this RFP, except with the written consent of the NIUA, excepting any information as may be required by law, or any regulatory authority for the parties to perform the assignment. The bidder(s), for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of Work Order under this RFP, except with the written consent of the NIUA, excepting any information as may be required by law, or any regulatory authority for the parties to perform its obligations under this RFP or such information may come into the public domain otherwise than by a breach of this Agreement.
8. The parties further agree that upon expiration or termination of this Agreement, they will promptly deliver to each other all materials in its or its employees' possession or control containing such confidential information.
9. The provisions of this Article shall survive even after expiration or termination of Work Order under this RFP for a period of 2 (Two) years.
10. Compliance with Laws
11. Bidder(s) represents and warrants that it has conducted and will conduct its affairs and activities in respect of the services to be rendered under this RFP in accordance with all applicable laws, rules, regulations, orders and decrees of any court or governmental authority.
12. Bidder(s) agrees that it shall at all times comply with and that all rights and obligations hereunder shall be subject to applicable laws, and has passed such resolutions by the Board of Directors and Shareholders as required under the provisions of the Companies Act, 1956.

### **3.11 INDEMNITY**

1. The bidder(s) shall indemnify the NIUA against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.
2. NIUA stand indemnified from any claims that the hired manpower / bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.

### **3.12 FORCE MAJEURE**

1. For the purposes of the work order under this RFP, "Force Majeure" means an event which is beyond the reasonable control of a bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the

acceptance of the work order under this RFP, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

3. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services in respect of the work order under this RFP.
4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the work order under this RFP in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of the Contract.

### 3.13 ARBITRATION - SETTLEMENT OF DISPUTES

#### i. Amicable Settlement

Performance of the work orders under RFP shall be governed by the terms and conditions of the RFP. In case of dispute arises between the agency and NIUA regarding any matter under the work order placed; agency and NIUA send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within fifteen (15) days after receipt.

#### ii. Arbitration

- In the case of dispute arising upon or in relation to or in connection with the work between NIUA and the bidder, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.
- Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
- The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by NIUA and the bidder. However, the expenses incurred by each Party in connection with the preparation and presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.
- Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/obligation under the Contract.

#### iii. Bidder code of conduct and business ethics

NIUA is committed to its “values & beliefs” and business practices to ensure that companies and Consultants, who supply goods, materials or services, will also comply with these principles.

#### iv. Bribery and corruption:

Consultants are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and/or indulging in any corrupt practice in order to obtain or retain a business or contract.

#### v. Integrity, indemnity & limitation:

Consultants shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with NIUA. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of NIUA. For avoidance of doubts, no rights shall accrue to the Consultant in relation to such business/contract and NIUA or any entity thereof shall not have or incur any obligation in

respect thereof. The Consultant shall indemnify NIUA in respect of any loss or damage suffered by NIUA on account of such fraud, misrepresentation or suspension of material facts.

#### **vi. Reporting Misconduct:**

Consultants are required to report any misconduct/violations/improper demands from NIUA employees to the Director NIUA. All communication in this regard should be directed only to above as per below mentioned email ids

Director: [director@niua.org](mailto:director@niua.org)

No Communication shall be encouraged to any other authority/external sources in this regard.

## **4 SCOPE OF WORK**

The consultant firm/agency/institution is expected to undertake the following:

1. Prepare a training manual/training reference guide for the training institutions prior to the start of the training.
2. On boarding of up to 5-6 Academic Institutions as training institutions for conducting the Academic Certification of Programme.
3. Develop a Certified Blended Training programme and 4 training modules using knowledge products developed under CFSC programme<sup>1</sup> and ITCN framework<sup>2</sup> for students and young professionals within the urban and public sector along with the on boarded academic training institutions.
4. Training of on-boarded academic training institutions on the 4 modules developed under the programme by the consultant academic institution.
5. Training of students and young professionals in collaboration with partner training institutions.
6. Carry out the knowledge assessment, certification and evaluation of the training at the end of every quarter.
7. Submit training reports at the end of each training to NIUA on the overall process of the training and learnings.
8. The training documents should be in English in a format that can be made available on NULP.

## **5 METHODOLOGY**

### **1. Training of Academic Training Institutions:**

The training of academic training institutions employs a participatory, practical and evidence-based approach during the training period. Among the approaches, some of them include:

- PPT presentations
- Lecture Modules
- Group work and presentation
- Question and answers
- Case studies
- Videos
- Tests
- Other Training and Capacity Building Tools.

---

<sup>1</sup> <https://www.niua.org/cfsc/>

<sup>2</sup> <https://www.niua.org/cfsc/>

Note: The trainers can re-adjust their training methods in consultation with NIUA. Besides, the trainers training guide (manual) shall be approved by NIUA before the commencement of the training.

## **2. Assessments**

The Assessments are mainly intended for obtaining suggestions, queries and assessment of knowledge needs and certification of the young professionals. The consultant agency/firm/institution needs to conduct quarterly assessments of students along with training academic agencies. Some of the tools to be employed include:

- a. Research Paper
- b. Reflection Papers
- c. Tests
- d. Questionnaire
- e. Presentations
- f. Projects
- g. Other Tools.

Note: The training academic institutions can re-adjust their methods in consultation with NIUA. Besides, the methods adopted by the training agency shall be approved by NIUA before the workshops are held.

## **6 LOGISTICS AND PROCEDURES**

As the assignment will be conducted online through digital and phone, the consultant would take the responsibility for communication (internet & phones) and any other digital platforms needed to support the study.

## 7 ANNEXURES

### 7.1 FORM 1: COMPLIANCE SHEET FOR PREQUALIFICATION OF THE BID

#	Pre-qualification Requirement	Document Required	Provided	Reference & Page #
1	Power of Attorney	Power of Attorney in the name of the Authorized signatory	Yes / No	
2	Financial Capacity	Audited Balance sheet and Profit & Loss statements; & Net worth certificates from a statutory auditor	Yes / No	
3	Legal Entity	Copy of Certificate of Incorporation or registration certification along with Memorandum and Articles of Association	Yes / No	
4	Tax Registration	GST/PAN/TAN Registration Certificate	Yes / No	

## 7.2 FORM 2 – LETTER FOR PROPOSAL

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Subject: Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Services to NIUA on <provide name of the assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <120> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials):- - - - -

Name and Title of Signatory:- - - - -

Name of Firm:- - - - -

Address:- - - - -

Location:- - - - -

Date:- - - - -

### **7.3 FORM 3: GENERAL INFORMATION OF THE CONSULTANT FIRM/AGENCY/ INSTITUTE**

(To be submitted on firms' Letter Head)

#### **General Information Form**

1. Name of the Institution:
2. Status and accreditation of the Institution:
3. Date of Establishment (dd/mm/yyyy format):
4. Registered address, telephone, tele-fax :
5. Contact person, Designation and Address including email ID:

We, ..... (Name of the Bidder)  
confirm that all information submitted as part of this bid is correct and true.

Signature of the Authorized representative:

**Note:** The following supporting documents are required to be submitted with this form:

- Certificate of Incorporation/Registration
- Certification of Accreditation

[Using the format below, provide information on each assignment for which your organization/firm, was legally contracted either individually as a corporate entity or as one of the major companies within a Joint Venture for carrying out consulting services similar to the ones requested under this assignment.]

## 7.4 FORM 4: FORMAT FOR KEY PROJECT EXPERIENCE

Assignment Name and Project cost	Approx. value of the contract (in INR in Lakh/Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client	Total no. of staff-months of the assignment:
Address	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year) Completion Date (Month/Year)	No. of professional staff-months provided by associated consultants
Name of the Lead Partner	Names of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of the Associated Consultants, if any	
Narrative description of the Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	
Bidder's Name:	
Signature of Authorized Representative:	

Note: Project Datasheet will be considered for evaluation only if relevant work order/contract agreement and client certificate is submitted for the same.

## 7.5 FORM 5: CURRICULUM VITAE FORMAT FOR KEY RESOURCES

Name of the Key Personnel	<<insert details>>
Designation	<<insert details>>
Date of Birth	<<insert details>>
Qualification Details	<<insert details – _year of passing, percentage details, graduated in, college name, place>>
Language known	<<insert details>>
No. of years of Experience (post qualification)	<<insert details>>
Project details	For each project <<insert details – _Project name, client name, year, roles & responsibilities of the resource>>
Name:	
Signature of the Key Personnel:	

## 7.6 FORM 6: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

### i. **Approach:**

In this chapter you should explain your understanding behind the rationale of the programme, objectives and approach of the assignment, understanding of the expected outputs and outcomes. You should highlight the problems/project specific risks and explain the mitigation measures you would adopt to address them.

### ii. **Methodology:**

In this chapter you should explain your methodology in detail for conducting the various activities listed in the Scope of Work of the assignment/

### iii. **Work Plan:**

The bidders should detail the work plan involving details of all the proposed activities under the assignment, key resources, including both technical and non-technical staff and timeline to complete each activity.

\*Applicants may be required to make a presentation of their technical proposal as required by NIUA.

Name:

Signature of Authorized Representative:

## 7.7 FORM 7: FORMAT FOR FINANCIAL PROPOSAL

(To be submitted on firms' Letter Head)

Our lump sum professional fee for providing procurement services to NIUA under this assignment shall INR \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words).

The quote shall be inclusive of all applicable taxes.

Our offer shall be valid up to 18 months from date of submission of the proposal.

We understand that our fee will be paid in accordance with the payment terms and schedule as mentioned in Section 3.3 of the RFP Document.

Sl. No	Head	Man-Day Fees	No. of Man-days	Amounts (INR)
1.	<b>Professional Fees</b>			
a.	Key Personnel details & Designation (Please mention in detail)			
2.	<b>Other Expenses</b> ( Please mentions in detail)			
<b>Total Bid Amount</b>				

Name:

Signature of Authorized Representative: