

RFP for Selection of Consultant Agency/Firm/Institutions for Conducting Training of Urban Local Body Officials under Infant, Toddler and Caregiver-Friendly Neighbourhoods Training & Capacity Building Programme

Clarification Document: Response to Queries in respect of the REQUEST FOR PROPOSAL (RFP) for Training Agency Document floated on 12 May 2021.

Date: 24th May 2021

QUERY NO.	BIDDER NO.	PAGE NO. & CLAUSE NO.	QUERY	CLARIFICATION
1	BIDDER A	Pg. 7, Clause 2.4	Date of Submission: It is requested that the date of submission may please be extended till 2nd June 2021	The revised timeline for bid submission is 5 PM on 02.06.2021. Please check the NIUA website.
2	BIDDER A	Pg. 8, Clause 3.3 (Table of Deliverables)- Item 5	Training of 50-60 government officials under the orientation course. (Each Training session should have 20-25 participants) Kindly clarify if 2 training sessions are to be organized with 20-25 participants each? Are any of the trainings expected to be based on a self-learning mode	<ul style="list-style-type: none"> • Each module will have individual training sessions and each training session will have 20-25 participants • No, it will be delivered by trainers using training modules on the platform of NULP.
3	BIDDER A	Pg. 10, Clause 3.5(4)(a)	Penalty Clause 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. Penalties are suitable for commercial contracts where firms with extensive appetite for risk are competing. These RFPs are aimed at academic / research institutions. Further, given the unpredictable circumstances where delivery is always at risk due to prevailing pandemic, inclusion of a penalty clause is onerous. The delivery is also subject to several external factors that continue to remain out of control of the institutions and therefore, the penalty clause is also discouraging. We request the removal of the penalty clause in view of the above observations	There will be no change in this clause, however we would be fully supportive with you in achieving the milestone and deliverables

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4	BIDDER A	Pg. 11, Clause 3.6(6)	<p>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. Requesting that a draft copy of the Standard Terms and Conditions of contract be kindly made available for comments and suggestions prior to submission of the bid</p>	<p>The contract will be shared with the selected agency subsequent to selection of agency</p>
5	BIDDER A	Pg. 11, Clause 3.7	<p>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. Insurance Requirements are suitable for commercial contracts where firms with extensive appetite for risk are competing. These RFPs are aimed at academic / research institutions. Further, given the unpredictable circumstances where delivery is always at risk due to prevailing pandemic, inclusion of an insurance clause is onerous. We request the removal of the insurance requirement clause in view of the above observations</p>	<p>These are the standard practices by NIUA, however we would be fully supportive with you in achieving the milestone and deliverables</p>

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6	BIDDER A	Pg. 12, Clause 3.11	<p>Force Majeure Given the situation, health pandemic be specifically added /mentioned to the list of Force Majeure events. It is requested that suitable clause be added to reflect the resumption of work following cessation of Force Majeure to allow the consultants to complete the work with a modified work plan in consultation with the client.</p>	<p>Already addressed in this clause, therefore there will be no changes, however we would be fully supportive with you in achieving the milestone and deliverables</p>
7	BIDDER A	Pg. 15, Clause 3.13.1(2) Technical Competency	<p>Professional Composition of the Firm It is requested to kindly provide details of how many minimum Key persons are needed for this assignment. OR at least specify the total anticipated input in the number of days from Key Personnel or Experts or support staff</p>	<p>The team composition and their time inputs has financial implications and is thus left to the judgment of the bidder. The bid evaluation committee will assess this to gauge the bidder's understanding of the scope and quantum of work</p>
8	BIDDER A	Page 21, 7.4 - Form 4	<p>Note: Project Datasheet will be considered for evaluation only if relevant work order/contract agreement and client certificate is submitted for the same. It is requested that the requirement for client certificate is removed. Often, Training and Capacity Building is a part of larger projects and obtaining a client certificate for only the capacity building component is difficult. It is suggested that W/O and signed Contract along with Client references be considered adequate for this purpose. Further, Partial completion of above 50% scope completed may kindly also be considered as valid experience.</p>	<p>There will be no change in this clause. The internal evaluation committee will take final decision after reviewing all submitted documents.</p>
9	BIDDER A	Other	<p>Limitation of Liability May we suggest that a limitation of liability clause be made a part of the contract. The agency or institution cannot have unlimited liability and indemnification for liabilities can only be equivalent to the 20% of the total fees</p>	<p>Not accepted</p>

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			payable under the contract.	
10	BIDDER B	Pg. 8, Clause 3.3 (1)	Mobilization of key personnel and providing the requisite staff Kindly let us know the Desirable no. of Key Personnel required for Mobilization and giving training	The team composition and their time inputs has financial implications and is thus left to the judgement of the bidder. The bid evaluation committee will assess this to gauge the bidder's understanding of the scope and quantum of work
11	BIDDER B	Pg. 8, Clause 3.3 (8), , Clause 3.3 (10), Clause 3.3 (11)	Conducting workshop on knowledge sharing and assessment with participants along with training agencies for Orientation training and submission of report. Handholding ULBs on utilising the Toolkit for creating data baseline for young children in cities. Training of 25-30 government officials under the Operational course. (Each Training session should have 20-25 participants) Kindly provide the Expected duration of each of these training programmes.	Please check the deliverable tables and refer ED+ weeks as specified in timeline tables
12	BIDDER B	Other	In this RFP training of ULB Officials has been emphasized however there is no reference of selecting official from Urban Parastatal Agencies such as Development Authorities, Housing Boards, State Urban Development Agencies, DUDA, PHE's/Engineering Departments	The on boarded ToT agency, training agencies and NIUA will jointly identify the nominated officials to be trained.
13	BIDDER C	Pg. 14, Clause 3.4.1	Net worth certificate - Since we are providing the annual financial statements will that not suffice to highlight the net worth? Also, if it is still required then would it be alright to have a certified and practicing Chartered Accountant sign the net worth certificate? Our statutory auditors will not be able to give this document in	There will be no changes in this clause.

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			time for submission as they have been impacted by the pandemic.	
14	BIDDER C	Pg. 14, Clause 3.4.1	We only have a certificate of incorporation. Could you clarify on what the certificate of commencement of business is? Is there any alternate document for this?	Kindly refer to the revised clause on NIUA website.
15	BIDDER C	Pg. 11, Clause 3.7	" INSURANCE - Successful bidder(s) shall take out and maintain, at their own cost, insurance against the risk for execution of the assignment" - We have a professional liability cover. I hope that should suffice. What would count as proof? Policy document or any other relevant supporting document?	Yes. The document should suffice.
16	BIDDER C	Pg. 18, Clause 7.1	Power of Attorney: We will provide the Board Resolution which authorises our director to sign legal documents on behalf of IIHS. Would this suffice?	Yes.
17	BIDDER C	Other	NIUA is looking for a cohort of 5 trainers and 1 trainer of trainers. We would like a confirmation on the understanding that it is 5 Training Entities to train the ULBs, and 1 Trainer of Trainers to train these 5 trainers. Secondly, could we apply for both roles - ToT as well as TE?	There will be one TOT agency and 5 training agencies. The TOT agency will train the training agencies and the training agencies will train the government officials. You can apply for the both the RFPs.