Request for Empanelment

Empanelment of Partners for providing e-learning content development services to NIUA

National Institute of Urban Affairs
Core 4B, India Habitat Centre
Lodhi Road, New Delhi 110003

31st October 2021
Disclaimer

The information contained in this Request for Empanelment (“RFE”) document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of its representatives, employees or advisors (collectively referred to as “NIUA Representatives”), is provided to Bidder/s on the terms and conditions set out in this RFE and any other terms and conditions subject to which such information is provided.

The purpose of this RFE is to provide interested parties with information to assist the formulation of their Proposal for Selection (“PFS”) pursuant to this RFE. This RFE includes statements which reflect various assumptions and assessments arrived at by NIUA in relation to the assignment. Such assumptions and statements in this RFE do not purport to contain all the information that Bidder/s may require. This RFE may not be appropriate for all persons, and it is not possible for NIUA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, information and statements contained in this RFE may not be accurate, adequate and complete and Bidder/s should conduct their own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFE, and obtain independent advice from appropriate sources.

NIUA Representatives make no representation or warranty and shall incur no liability to any person, including any Bidder/s, under any law, statute, rule or regulation or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, reliability or completeness of the RFE and any assessment, assumption or information contained therein or deemed to form part of this RFE or arising in any way with qualification of Bidder/s for participation in the selection process.

The NIUA Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE or cancel this RFE process.
## Glossary

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>iGOT</td>
<td>Integrated Government Online Training</td>
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<tr>
<td>LMS</td>
<td>Learning Management System</td>
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<tr>
<td>MeitY</td>
<td>Ministry of Electronics and Information Technology</td>
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<tr>
<td>MoHUA</td>
<td>Ministry of Housing and Urban Affairs</td>
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<td>NIUA</td>
<td>National Institute of Urban Affairs</td>
</tr>
<tr>
<td>RFE/RfE</td>
<td>Request for Empanelment</td>
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<tr>
<td>SCBP</td>
<td>Sanitation Capacity Building Platform</td>
</tr>
<tr>
<td>ToR</td>
<td>Terms of Reference</td>
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</tbody>
</table>

## Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Partner</td>
<td>This refers to a successful Bidder or consortium selected after completion of the RFE process.</td>
</tr>
<tr>
<td>Contract</td>
<td>This refers to the Contract between NIUA and the Partner entered into for implementation and technical support for the Works/Project as envisaged in the present RFE and includes (a) the complete RFE and Corrigendum/addendum, if any (b) Partner’s bid, (c) letter of acceptance issued by NIUA, (d) the acceptance by the Partner, (e) notice to proceed with the Work, and (f) any other document listed in the Contract.</td>
</tr>
<tr>
<td>Bidder</td>
<td>The use of the term “Bidder” in the RFE means a Company (as per the Indian Companies Act, 2013) OR a Society (as per the Indian Societies Registration Act, 1860) OR a Trust (as per The Indian Trusts Act, 1882) OR a Consortium of firms, represented by the Lead Member incorporated/registered in India, who participates in the selection process, as defined in Section 5 (Eligibility Criteria) of the RFE.</td>
</tr>
<tr>
<td>Consortium</td>
<td>A group of entities consisting of not more than 3 members including the Lead Member, entering into a Joint Biding Agreement for a common objective of satisfying NIUA’s requirements &amp; represented by the Lead Member of the consortium.</td>
</tr>
<tr>
<td>Proposal</td>
<td>The Bid to fulfil the requirement of NIUA under this RFE.</td>
</tr>
<tr>
<td>Assessment Entity</td>
<td>An agency as empanelled for IT Audit by MeitY, Government of India, providing testing, conformity assessment, certification and quality assurance services.</td>
</tr>
</tbody>
</table>
1 Background

1.1 About NIUA
The National Institute of Urban Affairs (NIUA) is India’s national think tank on urban planning. As a hub for the generation and dissemination of research in the urban sector, NIUA seeks to provide innovative solutions to address the challenges of a fast urbanising India, and pave the way for more inclusive and sustainable cities of the future.

Since the 1970s, Indian cities have undergone a transformative journey. Following rapid industrialisation post-independence, increases in population have taken place alongside large-scale rural to urban migration. With urban hubs increasing in size and density, exciting opportunities for growth have come into view whilst being accompanied by new risks and challenges. As cruxes of economic and political power, the question of how cities are planned, governed, and indeed, for who, becomes all the more crucial.

It is against this backdrop that in 1976, NIUA was appointed as the apex body to support and guide the Government of India in its urban development plans. Since then, it has worked closely with the Ministry of Housing and Urban Affairs (MoHUA), to identify key areas of research, and address the lacunae in urban policy and planning. With a team spanning planners, engineers, researchers, architects and analysts, it provides cross disciplinary expertise and technical assistance for city and state-level projects, as well as developing toolkits and customised training programmes to strengthen the capacity of local and regional, and governing agencies. In its aims of enriching and expanding urban knowledge bases within the country, its work today addresses 5 major thematic concerns:

- Urbanization & Economic Growth
- Urban Governance & Finance
- Urban Infrastructure & Built Environment
- Environment, Climate Change & Resilience
- Social Development

The skills, resources and deep-rooted knowledge NIUA has accumulated over 45 years of experience in the urban sector also make it the first port of call for international donors and institutions seeking to develop meaningful partnerships in the country. Whilst helping bolster India’s urban narrative at the global level, NIUA is also committed to aligning its efforts with the Sustainable Development Goals 2030, ensuring that global targets are achieved through locally adapted and integrated urban frameworks.

1.2 About SCBP
Sanitation Capacity Building Platform (SCBP) is an initiative of NIUA for addressing urban sanitation challenges in India, and is supported by a Bill and Melinda Gates Foundation grant. The project is aimed at promoting non-sewered sanitation solutions in Indian cities.
Under SCBP, multiple training modules have been developed addressing different aspects of non-sewered sanitation aimed at varying audience groups within various levels of government. These modules are now being digitalised as e-courses for the Government of India’s Mission Karamyogi, for capacity building of government officials, and will be launched on the Integrated Government Online Training (iGOT) portal. The courses will be developed with the dual purpose of informing as well as promoting the subject matter to decision makers, both current and in the future.

iGOT is a learning platform aimed at promoting capacity development among the civil services. It is an online, blended learning portal that will create a culture of continuous learning among government officials. Superior content will drive the success and adoption of the platform. Hence the course content sourced internally, externally or in many cases developed specifically for the platform, will be critical for its success.

1.3 Objective
The overall aim is to identify and onboard e-learning content development firms to design and develop e-learning content for NIUA. NIUA intends to design and develop various e-learning modules based on identified topics which will be deployed on the iGOT platform.

2 Request for Empanelment
The purpose of this Request for Empanelment (RFE) is to select a Partner for providing e-learning content development services for the SCBP project at NIUA.

NIUA invites ‘Proposals’ from eligible, reputed, qualified Companies/Societies/Trusts or a Consortium of such aforementioned entities represented by the Lead Member, who participates in the process as detailed out in this RFE. This RFE is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5 of this document.

3 Terms of Reference
The Terms of Reference (ToR) detailed in this section comprise a list of tasks envisaged. The scope is broadly defined and hence, it should be viewed as indicative and non-exhaustive.

3.1 Scope of Work
NIUA is in the process of converting its various training modules into a digital format to be uploaded on multiple LMSes, including the GoI’s iGOT, and is looking for a suitable Partner to:

- Provide content development services to create e-learning content to be uploaded on iGOT. This will involve using existing content, currently in formats such as MS powerpoint, MS word and PDF formats to create animations, and add suitable audio (in the form of voiceovers in English and other Indian languages) to the videos along with options of subtitles in English and other Indian languages. It is assumed that the Bidder has the required software(s) to provide this service. Bidders should clearly indicate in their proposal the costs of content creation and associated costs for languages other than
English, for consideration by NIUA. NIUA reserves the right to select the final languages for content creation, during the selection process.

- Suggest suitable ways to create the content, including but not limited to, animate and visualise, customize, and create content in a manner best suited to the target audience of NIUA’s courses, which are government officials across all three levels of government in India. The final decision will lie with NIUA on the mode of animation/visualisation/customisation to be used.
- Suggest innovative methods of creating assessments to be uploaded on iGOT, and based on a decision by NIUA on what mode to be used, create the assessment content for the courses.
- Provide a minimum of two iterations of content videos to provide for any corrections/updates, and provide the final content in multiple formats including mp4 and SCORM 1.2 formats.

The estimated number of hours of content to be developed per course is 1.5-2.0 hours across multiple courses (upto 10 courses).

3.2 Timelines
The Partner is required to adhere to the proposed timelines of key activities per course as follows, and indicate any foreseen changes in their bid/proposal:

<table>
<thead>
<tr>
<th>Month</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 Months</td>
<td>Create and finalise storyboards for every course subsection after incorporating feedback from NIUA</td>
</tr>
<tr>
<td></td>
<td>Provide ideas for animation/visualisation of content, including assessments, for all courses, and finalise with NIUA</td>
</tr>
<tr>
<td>3-6 Months</td>
<td>Provide iterations of videos/assessments in required format/file type and incorporate feedback from NIUA, if any</td>
</tr>
<tr>
<td>6-9 Months</td>
<td>Provide final outputs in specified formats</td>
</tr>
</tbody>
</table>

4 Roles and Responsibilities of NIUA
NIUA will undertake the following:

- Provide all existing content in .mp4, .ppt, .doc/.docx and .pdf file formats.
- Provide a breakup of existing training modules being digitalized into smaller subsections, with estimated time limit for each subsection of the course.
- The NIUA team will also be responsible for coordinating with the iGOT and any other LMS’ teams to check compatibility of e-learning content created by Partner.

5 Eligibility Criteria
1. The Bidder should be a Company (as per the Indian Companies Act, 2013) OR a Society (as per the Indian Societies Registration Act, 1860) OR a Trust (as per The Indian Trusts Act, 1882) OR a Consortium of aforementioned entities, represented by the Lead Member
incorporated/registered in India. The proof of registration of the Bidder is to be submitted as mentioned in the Appendix 3.

2. The Bidder (or the Lead member in case of consortium) must have an office in India registered with the competent authority and should be operational in India for at least 3 financial years as of 31 March 2021.

3. The Bidder (or the Lead member in case of consortium) should demonstrate soundness of its financial position. As a minimum, the Bidder’s or the Lead member’s (In case of consortium) Net Worth for each of the last three financial years calculated as the difference between total assets and total liabilities, should be positive. (Refer Appendix 4 for format).

4. As on last date of submission of the Proposal, the Bidder (any member of the consortium) should not be blacklisted by Central Government/State Governments/Union Territories/PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. (Refer Appendix 5 for format).

5. The Bidder (any member in case of consortium) shall have the experience of at least one Similar Project. Similar Project shall mean “creating e-learning content for a client in the requisite format, including but not limited to animations, voiceovers, visualisations etc.”

The Bidder is required to submit all Annexures as mentioned in this section along with the Letter of Bid and Power of Attorney (As per format given in Appendix 1 and Appendix 2).

5.1 Change in Consortium
A change in Consortium shall not be allowed without the prior approval of NIUA who may provide consent to the change only if the new member (as part of replacement) is either equivalent or better in the capacity/qualification on the basis of which the consortium was tested for eligibility and/or evaluation for selection. Any change without the approval of NIUA shall mean breach of conditions and may lead to termination.
## 6 Technical Evaluation

Bidders who meet the pre-qualifications/eligibility requirements as per Section 5 of this RFE shall be considered as qualified for detailed Technical evaluation.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Parameters</th>
<th>Marks</th>
<th>Break-up of score</th>
</tr>
</thead>
</table>
| 1   | Past experience of delivering projects of a similar nature | 30 | The Bidder will be evaluated based on the value of similar work carried out in last 3 years. Scoring will be based on below criteria:  
1. The cumulative value of projects in similar work area for government and private sector  
2. The number of projects executed in development sector or for development sector organisations |
| 3   | Experience of key staff of firm/ institution/ organization | 20 | The Bidder will be evaluated on the number of personnel in the following areas, and their experience in executing similar projects:  
- eLearning design, authoring and development  
- Learning Consultants  
- Instructional Design or Instructional writing  
- Graphic Design  
- Project Management  
- Animators |
| 4   | Presentation by the team leader | 50 | NIUA will evaluate the presentation done by all the Bidders along the following criteria:  
1. Understanding NIUA’s needs and requirements  
2. Process expertise and knowledge of executing platform authored e-learning solutions  
3. Sample video based on chapter 3 (sanitation systems) from the [IWSM-Planning Module](#) with a duration of 4 minutes |

Each RFE will be given a technical score at this stage.

## 7 Financial Evaluation

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage.
There shall be 70% weightage to technical score and 30% weightage to financial score. For the purpose of calculation unit costs will be assumed for calculation.

The individual bidder’s financial score (SF) will be evaluated as per the formula given below:

\[ SF = \left( \frac{F_{\text{min}}}{F_b} \right) \times 100 \] (rounded off to 2 decimal places)

Where,
SF = Normalized financial score of the bidder under consideration.
\( F_{\text{min}} \) = Minimum financial quote among the technically qualified bidders
\( F_b \) = Financial quote of the bidder under consideration

Combined Score (S) = ST * 0.7 + SF * 0.3

Where,
ST = Technical score secured by the bidder.
SF = Financial score secured by the bidder

The bidder securing the highest evaluated Combined Score (S) will be awarded the contract observing due procedure.

8 Availability of RFE and Validity of Bid

8.1 Availability of RFE
The document can be downloaded from the following website: https://niua.org/tenders

8.2 Validity of Bid
The proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the proposal due date hereinafter called “Proposal Validity Period”. NIUA reserves the right to reject any proposal, which does not meet this requirement.

9 Schedule of Selection Process
NIUA will endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Issue of RFE</td>
<td>8th November 2021</td>
</tr>
<tr>
<td>Proposed date of pre-proposal conference</td>
<td>18th November 2021</td>
</tr>
<tr>
<td>Last Date /Time for Submission of Proposal</td>
<td>15th December 2021</td>
</tr>
<tr>
<td>Selection of Partner</td>
<td>To be Notified later</td>
</tr>
</tbody>
</table>
Bidders are advised to visit the website, i.e., www.niua.org on a regular basis for any updates/corrigendum related to this RFE. No separate communication will be sent to any prospective Bidder.

### 10 Pre-proposal Conference

Pre-proposal Conference of the Bidders will be convened at the designated date, and time (as indicated below). Considering the COVID-19 situation, the Pre-Proposal Conference will be conducted virtually. Bidders may email NIUA at email addresses mentioned in Section 11 to express their interest in attending the pre-proposal conference, and specific questions/clarifications sought from NIUA.

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of NIUA. NIUA will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

Date and Time of Pre-Proposal Conference is:
Date: 18th November 2021
Time: TBD

### 11 Communications

All communications excluding the submission of Bid shall be addressed to the following emails:
Email to: akshayagarwal@niua.org
Copy to: mahreen@niua.org and akumar@niua.org

### 12 Process of Bid Submission

The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to fulfil the deliverables as per the scope of the bid. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 2, authorising the signatory of the Proposal to commit the Bidder.

A Bidder which has earlier been debarred by NIUA/ MoHUA or blacklisted by any Central Government/ State Governments/ Union Territories/ PSUs in India from participating in any tendering/bidding process shall not be eligible to submit a bid, if such bar subsists as on the Proposal Due Date. The Bidder shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in Appendix 5.

While submitting a bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is
insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

Each Bidder shall submit only one (1) Proposal for the work. Any Bidder, who submits or participates in more than one Proposal for the selection shall be disqualified.

The Proposal and all related correspondence and documents should be furnished in English language. Documents enclosed with the Proposal may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

The Bidder shall be responsible and shall bear all costs and expenses associated with the preparation of its Proposal and its participation in the selection. It is clarified that NIUA will not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the selection process.

It is desirable that each Bidder submits its Proposal after collection of required information and analysis or any other matter considered relevant by it.

It shall be deemed that by submitting the bid, the Bidder has:

- Made a complete and careful examination of the RFE; and
- Received all relevant information requested from NIUA.

NIUA will not be liable for any mistake or error on the part of the Bidder in respect of the above.

12.1 Right to Accept or Reject any of the Bids
Notwithstanding anything contained in this RFE, NIUA reserves the right to accept or reject any Proposal or to annul the selection process or reject all bids at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

NIUA reserves the right to reject any Proposal if:

- At any time, a material misrepresentation is made or discovered; or
- The Bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the bid.

Rejection of the Proposal by NIUA, as aforesaid, shall lead to the disqualification of the Bidder.
13 Amendment of RFE
At any time prior to the Proposal Due Date, NIUA may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFE by the issuance of Addenda posted on the website.

Any Addendum issued will also be posted on the NIUA website.

In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NIUA may, at its own discretion, extend the Proposal Due Date.

14 Clarifications
An Bidder requiring any clarification on the RFE may request NIUA online through mail at email at addresses mentioned in Section 11. NIUA will endeavour to respond to the queries during the pre-proposal conference.

15 Submission of Bid

15.1 Submission of Bid
The Bidder shall provide all the information in terms of this RFE. Only those bids shall be evaluated that are received in the required format and complete in all respects.

The Bidder shall submit the complete Proposal comprising the documents and forms in accordance with check list provided in this section at following email addresses: akshayagarwal@niua.org with copy to mahreen@niua.org and akumar@niua.org

The deadline for submission of RFE is 15 December 2021.

NIUA will not consider any Proposal that arrives after the deadline for submission of RFE, as above. Any proposal received by NIUA after the deadline for submission of RFE will be declared late, rejected, and returned unopened to the Bidder.

NIUA may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum, uniformly for all Bidders.

15.2 Sealing and Marking of Bids
An authorised representative of the Bidder shall sign & affix the Bidder’s stamp on all pages of the bids in the required format. The authorisation shall be in the form of a written power of attorney and submitted together with the Proposal as per Appendix 2.
15.3 Checklist for Submission of Bid:

<table>
<thead>
<tr>
<th>Item</th>
<th>Refer Appendix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Bid</td>
<td>1</td>
</tr>
<tr>
<td>Format for Power of Attorney for signing of the Proposal</td>
<td>2</td>
</tr>
<tr>
<td>Details of Bidder</td>
<td>3</td>
</tr>
<tr>
<td>Financial Capability of the Bidder</td>
<td>4</td>
</tr>
<tr>
<td>Affidavit certifying that Business Entity / Director(s) of Business Entity are not blacklisted / debarred</td>
<td>5</td>
</tr>
<tr>
<td>Understanding of Scope with Approach and Methodology</td>
<td>6</td>
</tr>
<tr>
<td>Consortium Agreement (if applicable)</td>
<td>7</td>
</tr>
</tbody>
</table>

16 Opening of Bids
NIUA will open all bids after the last date of submission of RFE and will then be evaluated.

17 Evaluation of Bids
The bids, so received, will subsequently be examined and evaluated in accordance with the criteria set out in Section 6 and Section 7.

NIUA reserves the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Bids.

NIUA reserves the right to reject any Bid, if:
- At any time, a material misrepresentation is made or discovered; or
- The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.

18 Confidentiality
Information relating to the examination, clarification, evaluation, and recommendation for the selection process will not be disclosed to any person not officially concerned with the Selection Process. NIUA will treat all information submitted as part of the proposal in confidence and will require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, NIUA will publish the details of Bidder who has been selected.

NIUA will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.
19 Test of Responsiveness
Prior to evaluation of Bids, it will be determined whether each Proposal is responsive to the requirements of the RFE. A Proposal will be considered non-responsive if the Bid:

- is not signed with the submission letters as stipulated in Section 6;
- does not contain all the information and documents as set out in Section 15 and in the formats set out in this RFE; and
- does not mention the Proposal Validity Period as set out in Section 9.

NIUA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by NIUA in respect of such Bids.

20 Clarifications to Facilitate Evaluation
To facilitate evaluation of Bids, NIUA, at its sole discretion, may seek clarifications in writing from any Bidder regarding its Bid. Such clarifications will be provided within the time specified by NIUA, as the case may be, for this purpose. Any request for clarifications and all clarifications will be in writing.

If a Bidder does not provide clarifications sought under Section 15 above, within the prescribed time, its Proposal will be liable to be rejected. In case the Proposal is not rejected, NIUA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder will be debarred from subsequently questioning such interpretation.

21 Conflict of Interest
NIUA requires that the Selected Bidder provide professional, objective, and impartial advice and at all times hold paramount the interests of NIUA and/or the City/State for which services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Bidder shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

The Successful Bidder and any such company or firm or associate where the Bidder has more than 5% stakes or has any special resolution power, shall not be eligible for any downstream work on the platform expected from this assignment and shall be under conflict of interest. These works include but not limited to approaching directly to States/Cities for providing and implementing e-governance solution, participate in RFE/Tenders/EoI published by States/Cities/NIUA pertaining to empanelment of Implementation services, Project management services and similar engagements.

In case any conflict because of reasons given above are found then the MoU shall immediately be cancelled and penal action shall be taken against the Bidder.
### 22 Selection and Notification

NIUA will select the Bidder who gets the highest score in the Technical Evaluation as described above, and invite the Bidder to finalise the MoU. After signing the MoU, NIUA will transmit ‘Notification of Selection’ to the successful Bidder and promptly notify the other Bidders.

### 23 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFE, NIUA will reject the Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Empanelment Process.

Without prejudice to the rights of NIUA under Section 23 here in above, if an Bidder is found by the NIUA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection Process, or after the issue of the notification of selection, such Bidder shall not be eligible to participate in any tender or RFE or RFE issued by NIUA during a period of 2 (two) years from the date such Bidder is found by NIUA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- **“corrupt practice”** means (i) the bidding, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection Process or after the issue of the Notification of selection as the case may be, any person in respect of any matter relating to the selection or Notification of selection, who at any time has been or is a legal, financial or technical consultant/ adviser of NIUA in relation to any matter concerning the Assignment;

- **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

- **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection Process;

- **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the NIUA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
• “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection Process.

24 Miscellaneous

The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection Process.

NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Retain any information and/or evidence submitted to NIUA by, on behalf of and/or in relation to any Bidder; and/or
- Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases NIUA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by NIUA or submitted by an Bidder shall remain or become, as the case may be, the property of NIUA. NIUA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

NIUA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
Appendix 1: Format of Letter of Bid

[On the Letter head of the Bidder (or the Lead member in case of consortium)]

Date:

To
Director, NIUA

Ref: RFE for Selection of Partner for providing e-learning content development services for NIUA

Sub: Our bid for providing e-learning content development services for NIUA

Dear Sir,

Being duly authorised to represent and act on behalf of …………….. (Hereinafter referred to as “the Bidder”) and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for selection for the captioned assignment.

We, the undersigned, having examined the RFE (including any Corrigendum, Addendum issued), the receipt of which is hereby duly acknowledged, bid to comply the requirements as stated in the RFE and abide by its Terms and Conditions.

Further, we confirm that the information contained in this response/proposal or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NIUA is true, accurate, verifiable and complete.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the MoU during the project, if selected. We are enclosing our bid in original, in hardcopy, with the details as per the requirements of the RFE, for your evaluation.

We confirm that our Proposal is valid for a period of 120 (One Hundred Twenty) days from …………. (Proposal Due Date)

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

Yours faithfully,

___________________________
(Signature of Authorised Signatory)
(Name, Title and Address)
Appendix 2: Format for Power of Attorney

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we …………………………………………… (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms. ………………………………………… (name and residential address) who is presently employed with us and holding the position of ………………………………………… as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for selection of Partner for providing e-learning content development services, including signing and submission of all documents and providing information/responses to NIUA, representing us in all matters before NIUA, and generally dealing with NIUA in all matters in connection with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For __________________________
(Signature)
(Name, Title and Address)

Accepted …………….. (Signature)
(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- In case the Proposal is signed by an authorised Director of the Bidder, a certified notarised copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
### Appendix 3: Format for details of bidder (for each member in case of consortium)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Name of Bidder with full address</td>
</tr>
<tr>
<td>b</td>
<td>Tel. No.</td>
</tr>
<tr>
<td>c</td>
<td>Fax No.</td>
</tr>
<tr>
<td>d</td>
<td>Email</td>
</tr>
<tr>
<td>e</td>
<td>Year of Incorporation. Proof of registration of the Bidder to be submitted</td>
</tr>
<tr>
<td>f</td>
<td>Name and address of the person holding the Power of Attorney</td>
</tr>
<tr>
<td>g</td>
<td>(i) Place of Business. (ii) Date of Registration.</td>
</tr>
<tr>
<td>h</td>
<td>Name of Bankers with full address</td>
</tr>
<tr>
<td>i</td>
<td>Regional presence (Direct office) The location details to be provided</td>
</tr>
<tr>
<td>j</td>
<td>GST Registration Number Copy to be submitted.</td>
</tr>
<tr>
<td>k</td>
<td>Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnish details)</td>
</tr>
<tr>
<td>l</td>
<td>Name and details (Tel / Mobile / E mail) of contact persons</td>
</tr>
</tbody>
</table>

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the selection process, it is proved that the information furnished by us is wrong, NIUA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorised Representative of the Bidder

Date
Place
Mobile No.
Name ____________________________
Designation
Email: ____________________________
Tel No.
Seal/Stamp of the Firm
## Appendix 4: Format for financial capability of bidder

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-19</td>
</tr>
<tr>
<td>Total Asset (TA)</td>
<td></td>
</tr>
<tr>
<td>Total Liability (TL)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (TA-TL)</td>
<td></td>
</tr>
</tbody>
</table>

**Certificate from the Statutory Auditor**

This is to certify that ....................(name of the Bidder) has Total asset, Total liability and Net worth as shown above against the respective years as per the audited balance sheet.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

Note: The Bidder shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of Bidder's parent company or its subsidiary or any associate company shall not be considered for computation of the Financial Capability of the Bidder.
Appendix 5: Format for affidavit certifying that entity/directors are not blacklisted

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

Affidavit

I M/s. ……………… (Sole Bidder or all member in case of consortium)

(the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not debarred or blacklisted by NIUA / M/o HUA or any State government or Central government/ Union Territory /PSU in India from participating in Project/s, individually as on ………………

We further confirm that we are aware that as per Section 6, our Proposal for the captioned Assignment shall be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Section 6, any stage of the Selection Process.

Dated this ………………… Day of …………………., 2021

Name of the Bidder

......................................................

Signature of the Authorised Person
Appendix 6: Understanding of Scope with Approach and Methodology

Provide details for each of the following sections within 1000 words:

- Understanding of scope
- Project governance
- Challenges and risks foreseen and mitigation plans for each
Appendix 7: Consortium Agreement

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

THIS JOINT BIDING AGREEMENT is entered into on this the .......... day of ............. 2021...

BETWEEN

1. ............., [Nature of entity: a company/society/trust] having its registered office at ............. (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. ............., a [Nature of entity: a company/society/trust] having its registered office at ............. (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

3. ............., a [Nature of entity: a company/society/trust] having its registered office at ............. (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above mentioned parties of the FIRST SECOND and THIRD are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

National Institute of Urban Affairs represented by its ........ and having its offices at ...(Insert Address ), (hereinafter referred to as the “NIUA” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids by its RFE No. ............. dated ............. (the “RFE”) for selection of Bidder for ..................

A. The Parties are interested in jointly bidding for the purpose and in accordance with the terms and conditions of the RFE and other documents in respect of the purpose and

B. It is a necessary condition under the RFE that the members of the consortium shall enter into a Joint bidding Agreement and furnish a copy thereof with the bid.

a. NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFE.

2. Joint Biding Agreement (JOA)

2.1 The Parties do hereby irrevocably constitute a consortium through the “JOA” for the purposes of jointly participating in the RFE Process. The Parties confirm that all JOA members shall sign the MoU.

2.2 The Parties hereby undertake to participate in the RFE Process only through this JOA and not individually and/ or through any other consortium constituted for participating in this RFE, either directly or indirectly or through any of their associates.
3. **Covenants**
   The Parties hereby undertake that in the event the JOA is declared the selected partner, the JOA members shall enter into an MoU with NIUA and, through its lead member, undertake to perform all its obligations in compliance with the MoU.

4. **Role of the Parties**
   The Parties hereby undertake to perform the roles and responsibilities as described below:
   a. Party of the First Part shall be the Lead member of the JOA and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JOA during the RFE Process and until the MoU is entered into with NIUA; Party of the First Part shall be the responsible for (responsibility to be mentioned)
   b. Party of the Second Part shall be the responsible for (responsibility to be mentioned)
   c. Party of the Third Part shall be the responsible for (responsibility to be mentioned)

5. **Joint and Several Liabilities**
   The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assigned tasks and in accordance with the terms of the RFE, bid Document and the MoU.

6. **Percentage Participation in the JOA**
   6.1 The Parties agree that the proportion of percentage participation in works among the Parties in the JOA shall be as follows: First Party (Lead Member): [should have at-least 51% percentage participation] Second Party: [should have at least 20% percentage participation] Third Party: should have at least 20% percentage participation]
   6.2 The Parties undertake that they shall collectively hold 100% (hundred per cent) of the percentage participation of the JOA at all times until the Completion of the Project.

7. **Representation of the Parties**
   Each Party represents to the other Parties as of the date of this Agreement that:
   a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
   b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JOA Member is annexed to this Agreement, and shall not, to the best of its knowledge:
      - require any consent or approval not already obtained;
• violate any Applicable Law presently in effect and having applicability to it;
• violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
• violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
• create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the MoU, in case the MoU is awarded to the Bidder. However, in case the JOA is either does not get selected for award of the MoU, the Agreement shall stand terminated in case the Bidder is not qualified during the evaluation process.

9. **Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.
9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NIUA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:  

(Signature)  
(Name)  
(Designation)  
(Address)  

SECOND PART  

(Signature)  
(Name)  
(Designation)  
(Address)  

In the presence of:  
1.  
2.  

Notes:
1. The mode of the execution of the JOA should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each JOA should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. In case the bid is signed by an authorised signatory vis. Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorisation to client may be enclosed in lieu of the Power of Attorney.