

Request for Empanelment (RFE) of Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)



# **Request for Empanelment (RFE)**

**of**

Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)

Tender ID: NULP/RFE/002

**Published by:**  
**NIUA,**  
**1<sup>st</sup> Floor, Core 4B, India Habitat Centre**  
**Lodhi Road, New Delhi- 110 003**

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This RFE Document is not a contract and is neither an offer nor an invitation by the MoHUA representatives nor the NIUA Representatives to any other party. The purpose of this RFE Document is to provide interested parties with information to assist the formulation of their Bids for Shortlisting (“**BFS**”) pursuant to this RFE Document. This RFE Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this RFE Document do not purport to contain all the information that each Bidder may require. This RFE Document 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 Document. The assumptions, assessments, information, and statements contained in this RFE Document may not be accurate, adequate, and complete and each Bidder should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information, and statements in this RFE Document, and obtain independent advice from appropriate sources.

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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 Document or cancel this RFE process.

## Fact Sheet

**Table 1: Fact Sheet (Schedule of events)**

Sr. No.	Event Description	Timeline
1	Publishing the RFE	16/05/2023
2	Last date for Queries submission	23/05/2023/5pm
3	Response to Queries	27/05/2023/5pm
4	Submission of soft copy of bid documents pertaining to Pre-Qualification and Technical Qualification.	15/06/2023/5pm <a href="https://www.niua.org/tenders">https://www.niua.org/tenders</a>
5	Submission of Hard copy of the Bid in a sealed envelope.	(Date)/(Time) In Hard copy, to be submitted at the following Address by/before due date.  <b>The Director</b> <b>National Institute of Urban Affairs (NIUA)</b> <b>1<sup>st</sup> Floor, Core 4B, India Habitat Centre,</b> <b>Lodhi Road, New Delhi, Delhi 110003</b> <b>Note:</b> Please mention RFE no, Name of the project and Due date/time on the bid envelop
6	Bid opening	15/06/2023/5:30 pm On <a href="https://www.niua.org/tenders">https://www.niua.org/tenders</a>
7	Publishing the list of Empanelled E-Learning Agencies (EELA)	Shall be notified later

## Glossary

**Table 2: Definitions**

<b>Sr. No</b>	<b>Terms</b>	<b>Definition</b>
1.	<b>Agency</b>	“Agency” means e-content development firm that shall produce e-Content for the consumption of Urban Learning Community as self-paced learning or blended learning.
2.	<b>Animation</b>	Animation is a method in which figures are manipulated to appear as moving objects
3.	<b>Appointing Agency</b>	NIUA, including various program teams of NIUA and States / ULBs
4.	<b>Authorized Signatory</b>	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding contract. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority.
5.	<b>Bid</b>	A consolidated document in response to the RFE which includes various necessary supporting documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of RFE.
6.	<b>Bidder</b>	Bidder” means any proprietor/ agency/ company/ Trust/ society responding to the RFE and who has submitted the Bid.
7.	<b>Contract</b>	“The Contract” means the agreement entered between NIUA and the selected bidder(s).
8.	<b>Day</b>	“Day” means a working day as per Government of India (GOI).
9.	<b>Image</b>	An image is an artifact that depicts visual perception like photographs, two dimensional pictures that resemble a physical object and provides a depiction.
10.	<b>Multi Language Support</b>	Gives ability to develop and deploy eLearning content that appeals to a broader audience. The system displays online training content in many different languages the users may choose from.
11.	<b>QBS</b>	Quality-Based Selection: A process where NIUA shall select best qualified Agency for allocation of Task.
12.	<b>SCORM</b>	“Shareable Content Object Reference Model.” By adhering to these standards, eLearning content can migrate between compatible LMS platforms.
13.	<b>Services</b>	“Services” means the services to be delivered by the empanelled agency. A service is the intangible equivalent of an economic good.
14.	<b>Tendering Authority</b>	National Institute of Urban Affairs (NIUA)
15.	<b>Videos</b>	Video is an electronic medium for recording, playback, broadcasting or display of moving visual media.

**Table 3: Abbreviations**

<b>Sr. No</b>	<b>Terms</b>	<b>Abbreviation</b>
<b>1.</b>	<b>ADDIE</b>	Analyse, Design, Develop, Implement, and Evaluate
<b>2.</b>	<b>CDG</b>	Centre for Digital Governance
<b>3.</b>	<b>CPMU</b>	Central Program Management Unit
<b>4.</b>	<b>MCQ</b>	Multiple Choice Questions
<b>5.</b>	<b>MoHUA</b>	Ministry of Housing and Urban Affairs, GoI
<b>6.</b>	<b>NIUA</b>	National Institute of Urban Affairs
<b>7.</b>	<b>NUDM</b>	National Urban Digital Mission
<b>8.</b>	<b>NULP</b>	National Urban Learning Platform
<b>9.</b>	<b>QBS</b>	Quality-Based Selection
<b>10.</b>	<b>RFE</b>	Request for Empanelment
<b>11.</b>	<b>SCORM</b>	Shareable Content Object Reference Model
<b>12.</b>	<b>SoW</b>	Scope of Work
<b>13.</b>	<b>TEC</b>	Tender Evaluation Committee
<b>14.</b>	<b>ToR</b>	Term of Reference
<b>15.</b>	<b>UPYOG</b>	Urban Platform for DeliverY of Online Governance
<b>16.</b>	<b>WTDET</b>	Watch-Think-Do-Explore-Test

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## Section 1: Introduction and Purpose

### 1.1 *Project Background*

**1.1.1** The Ministry of Housing and Urban Affairs (MoHUA), Government of India launched the National Urban Digital Mission (NUDM) in February 2021. NUDM aims to build a shared digital infrastructure that shall strengthen the capacity of the urban ecosystem to solve complex problems at scale and speed. It is built as a public good and provides the ecosystem actors the foundational digital building blocks, ready-to-use platforms, standards, specifications, and frameworks. NUDM adopts a stack approach to provide both adaptability and ease of adoption, envisioning a fractal pattern of platforms, each of which is further made up of reusable and modular building blocks, arranged in various configurations as per the needs of each use case. To read more on NUDM, please visit <https://nudm.mohua.gov.in/>

**1.1.2 The National Urban Learning Platform:** Municipal administrators/officers have a variety of functional needs because of the practical challenges of urban governance. There is scope to supplement the skills and capacities of city officials/Urban Practitioners to address these functional needs. The National Urban Learning Platform (NULP) is a demand-driven digital platform, under the National Urban Digital Mission, that responds to these needs in a real time manner and aims to affect real improvements in the skills of urban practitioners.

Through NULP a collaborative network is getting build where users i.e., the urban administrators of different cities learn from each other through peer-to-peer connections and cater to challenges through a common language which the cities understand.

Therefore, the main elements of NULP include a marketplace to use tools to create, share and consume content, collate demand dynamically from the field, reward & recognition frameworks, and user feedback to ignite a culture of social learning in the community of urban practitioners. For accessing NULP, please visit <https://nulp.niua.org/>.

NULP intends to meet the training and development needs of all the stakeholders i.e. Governments, Industry partners, Academicians and Civil Societies. The current NULP platform includes 3 roles of learner, creator and reviewer and offers functionalities on content creation, content organization and management, course building, user management and organization management. NULP is developed using the Sunbird open-source technology.

### 1.2 *Purpose of the RFE*

- The purpose is to develop an ecosystem of e-learning agencies for delivering self-paced learning for the city officials.
- During the first round of empanelment, rates have been discovered by NIUA and have empanelled agencies based on the said rates.
- Foreseeing an increased demand for e-learning content NIUA intends to conduct



a second empanelment of agencies.

## Section-2 Instruction to Bidders

### 2.1 *Invitation to Bidders*

For the curation and production of urban domain-specific e-Content for the National Urban Learning Platform (NULP), NIUA is inviting offers through a single stage open competitive bidding (OCB) procedure. It should be noted that the rates for the design and development of various Levels (L1, L2, and L3) of e-Content were already discovered by NIUA during an open competitive bidding process during the empanelment of the first cohort of agencies. NIUA now wants to appoint more of these organisations at the previously identified prices. Because rates have already been established, the bid procedure does not entail financial examination. All eligible and technically qualified bidders must give their consent to proceed with the work at the found rates. The agencies that qualify the technical qualifications and willing to work on the NIUA agreed rates will be empanelled.

The overall scope includes both development of e-content and repurposing/curation of the existing available content pertaining to Municipal Domains, or any other domain as suggested by the appointing agency.

- 2.1.1** The bid document can be downloaded from the following website: <https://niua.in/tenders>
- 2.1.2** The list of empanelled Agencies shall be made available to other department/units of NIUA as well.
- 2.1.3** The list of empanelled Agencies shall also be made available to States/UTs/ULBs. Any State/UT/ULB may further avail services of empanelled agencies as per State specific procurement rules.
- 2.1.4** The agency should be equipped with adequate infrastructure & resources (software, Hardware and required manpower) for sourcing and development of high-quality content as per the domain/subject specific needs of NIUA or any of the appointing agency.
- 2.1.5** The contract shall be initially valid for a period of 2 years, which may be extended for an additional one year upon the written mutual consent between NIUA and the empanelled agency.
- 2.1.6** Interested agencies are advised to study the RFE document carefully. Submission of response to the RFE shall be deemed to have been done after careful study and examination of this RFE document with full understanding of its implications.
- 2.1.7** The Bidder are required to submit the response along with all necessary documents as per specified formats. The same shall be referred by Tender Evaluation Committee for the purpose of Evaluation.
- 2.1.8** The bidders shall be free to seek clarifications and make suggestions for consideration by NIUA. NIUA shall provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Empanelment Process.

**2.1.9** The queries/clarifications need to be emailed to the following email IDs within the scheduled date and time ().

To: nulp@niua.org

CC: director@niua.org

**2.1.10** Only online queries received on or before the date mentioned in fact sheet (Table-1) will be considered.

**2.1.11** The response to the queries, if any, raised by the bidders by the last date/time of submission of queries for clarification on the RFE document (which are accepted by NIUA), shall be communicated to the registered email address of the bidder and will also be published on the website: <https://niua.in/tenders>.

**2.1.12** Queries/Clarifications need to be submitted by the bidder, in the Format given below:

-

<b>Name of the Bidder:</b>		<b>Email Address:</b>		
<b>Address:</b>		<b>Phone No.</b>		
S. No.	Page No./ Section no.	Clause No.	Query	Justification / Suggestion

## **2.2 Preparation and submission of bids**

- a) Soft copy of the bid containing the documents pertaining to the prequalifying and technical criteria shall be submitted on-line at <https://www.niua.org/tenders/> and the hard copy of the bid shall be sent to the below mentioned address in a sealed envelope.

The Director

National Institute of Urban Affairs (NIUA)

1<sup>st</sup> Floor, Core 4B, India Habitat Centre,

Lodhi Road, New Delhi, Delhi 110003

**Note:** The RFE no, Name of project and Due date/time should be mentioned on the bid envelop.

Each copy of the bid should be a complete document with Index & page numbering and signed by authorized representative of bidder.

**2.2.1** Bidder should consider any corrigendum or addendum published by NIUA before submitting their bid.

**2.2.2** The bidder shall bear all costs associated with the preparation and submission of Bid. NIUA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.2.3** The bidder is expected to examine all sections of the bid document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the RFE in every respect shall be at the bidder's risk and may result in rejection of the bid.

- 2.2.4** The Bid and all related correspondence and documents should be furnished in English language. Documents enclosed with the Bids 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.
- 2.2.5** The Bidder shall provide all the information and documents as per requirements in this RFE Document. Only those bids shall be evaluated that are received in the required format and complete in all respects
- 2.2.6** Each page of the Bid must be numbered, signed, and stamped
- 2.2.7** Hard and soft copy of the bid shall be submitted as specified in the fact sheet (Table-1) and should be in English language only.
- 2.2.8** For details on online submission refer to <https://www.niua.org/job-tenders> page and click on the Invitation for “**Request for Empanelment (RFE) of Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)**”.
- 2.2.9** It shall be deemed that by submitting the Bid, the agency 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.
- 2.2.10** All documents and other information supplied by NIUA or submitted by a Prospective Bidder shall remain or become the property of NIUA. NIUA shall not return any submissions made hereunder. Agencies are required to treat all such documents and information as strictly confidential.
- 2.2.11** NIUA reserves the right to reject any Bid which does not meet the requirements.
- 2.2.12** In case of any discrepancy between a hard copy and the soft copy of the proposal, the hard copy shall prevail.

**2.2.13 Bid Checklist**

Table -4

1.	Format for Bidders Detail	<b>Refer Annexure I</b>
2.	Turnover & Net worth Template	<b>Refer Annexure II</b>
3.	Format for bidder’s experience	<b>Refer Annexure III</b>
4.	Format for bidder’s experience (L1, L2, L3 Content)	<b>Refer Annexure IV</b>
5.	Format for bidder’s experience (Skill & Training)	<b>Refer Annexure V</b>
6.	Format for bidder’s experience (Central and State Govt.)	<b>Refer Annexure VI</b>
7.	Self-attested undertaking of completion	<b>Refer Annexure VII</b>
8.	Manpower Declaration Template	<b>Refer Annexure VIII</b>
9.	Declaration of available infrastructure with bidders	<b>Refer Annexure IX</b>

10.	Details of content Format	<b>Refer Annexure X</b>
11.	Content Type	<b>Refer Annexure XI</b>
12.	Format for Bid Submission Letter	<b>Refer Annexure XII</b>
13.	Letter of Undertaking	<b>Refer Annexure XIII</b>
14.	Format for Affidavit Certifying that Entity / Director/s of Entity are not Blacklisted	<b>Refer Annexure XIV</b>
15.	Draft Contract	<b>Refer Annexure XV</b>
16.	Rate Card	<b>Refer Annexure XVI</b>

### ***2.2.14 Bid Due Date***

The Bid must be submitted no later than the deadline mentioned in the Fact Sheet, or any extension to this deadline. NIUA may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum/ Corrigendum, uniformly for all bidders who have submitted the queries.

## **Section-3 Bid Evaluation**

### ***3.1 Opening of Bid(s)***

NIUA evaluation committee shall conduct the opening of the Bid online after the submission deadline.

### ***3.2 Examination of Bids***

- 3.2.1 The Bids, received, shall be examined, and evaluated in accordance with the criteria set out in this RFE (section 6.5).
- 3.2.2 NIUA reserves the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Bids.
- 3.2.3 NIUA reserves the right to reject any bid, if:
- a. At any time, a material misrepresentation is made or discovered; or
  - b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
- 3.2.4 To facilitate evaluation of Bids, NIUA, at its sole discretion, may seek clarifications in writing from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by NIUA, as the case may be, for this purpose. Any request for clarifications and all clarifications shall be in writing.
- 3.2.5 If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, NIUA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be debarred from subsequently questioning such interpretation
- 3.2.6 NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. 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 participating agency in order to receive clarification or further

- information.
- b. Retain any information and/or evidence submitted to NIUA- by, on behalf of and/or in relation to any participating agency; and/or
  - c. Independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any participating agency.

### ***3.3 Stages of Evaluation***

#### **3.3.1 Technical Evaluation**

To establish the Bidder's competency and capabilities, the evaluation of the Technical Bids shall be done in two (2) steps as mentioned below:

##### **Step-1**

Evaluation of Pre-Qualification to establish the eligibility Claim. The pre-qualification criteria are listed out in Section –6.5.1, Pre-Qualification Criteria.

##### **Step-2 Evaluation of Technical Bid**

Technical bid of only eligible bidders (who has met pre-qualification criteria) shall be examined and evaluated in accordance with the criteria set out in Section –6.5.2, Technical Evaluation Criteria.

NIUA may also undertake written clarifications from the bidders to resolve ambiguities and uncertainties arising out of the evaluation of the bid documents.

The bidders who score **70 or more** marks in technical evaluation shall qualify for empanelment.

Please note: There will be no financial assessment as NIUA has already empanelled the first cohort of e-Content Agencies and is aware of the rates from its prior empanelment (please refer discovered rates in Annexure XVI). This bid aims to hire more of these qualified and eligible agencies to collaborate with NIUA on the previously identified prices.

## **Section-4 Empanelment and work Allocation**

### ***4.1 Process for Empanelment***

- 4.1.1. Based on the evaluation undertaken, the Empanelled agency shall be duly notified of the empanelment with NIUA (“Notification of Empanelment”).
- 4.1.2. A list of such empanelled agencies shall also be published on NIUA portal.
- 4.1.3. The NIUA reserves the right to make modifications to the empanelment after following due process.
- 4.1.4. The purpose of empanelment is to create a pool of agencies that can provide content creation/curation support to States/ULBs which can be uploaded on NULP for consumption of various users. However, by virtue of getting empanelled, NIUA does not either entitle an empanelled agency to claim their expenses incurred, if any, in the process of empanelment or to claim for any assignment, whatsoever it may be.

#### ***4.2 Work Allocation to empanelled agencies***

- 4.2.1 NIUA shall release the e-content and digital course requirements from time-to-time, based on need, priority, and availability of funds.
- 4.2.2 The detailed e-content requirements shall be communicated with all empanelled agencies which shall include details like domain/subject area, stream, level, format, duration, and timelines for delivery.
- 4.2.3 The empanelled content agencies shall be given a period of 07 days from the date of communication, to present their Detailed content development plan along with the below mentioned details to NIUA's nominated Evaluation Committee (EC).
- Approach and Methodology for development of the said content
  - Project plan along with delivery timelines
- 4.2.4 The evaluation committee shall approve the allocation of the work to the empanelled agency whose presentation is found to be the best. The presentation should include organizational strengths (previous similar projects), an understanding of the scope of work, and proposed methodology, including a timeline to deliver the task.
- 4.2.5 NIUA may also select more than one empanelled agency for each assignment, based on the content requirement, volume of work, and timelines for a given set of subject areas, streams, or courses.

### **Section-5 General terms of the contract**

#### ***5.1 Confidentiality***

- a. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the Empanelment Process. NIUA shall treat all information submitted as part of the Bid in confidence and shall require all those who have access to such material to treat the same in confidence.
- b. NIUA shall 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.

#### ***5.2 Conflict of Interest***

NIUA requires that the Empanelled agencies 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 for its own interests, and act without any consideration for future work. The empanelled agencies shall not accept or engage in any assignment that shall 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.

#### ***5.3 Payment Terms***

- i. The Payment shall be made by NIUA within 30 days of submission and acceptance of the Invoice, along with required supporting documents.

The agency shall submit the invoice along with work completion certificate. The work completion certificate shall be provided by NIUA After successful delivery of assigned task,

- i. The GST shall be paid, extra, as applicable. TDS shall be deducted at source, as per rules.
- ii. All payments against invoice shall be made in INR through RTGS to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respects. A cancelled blank cheque leaf shall be provided by the agency along with the invoice.

#### **5.4 Penalty**

A penalty of 1% shall be deducted from the agency for every week of delay as per the project timelines (as agreed at the time of job allocation), up to a maximum of 5% of the order value. If the delay exceeds five weeks, the agency's contract shall be terminated. If the delay is not attributable to the agency, the penalty is not applicable.

## **Section-6 Terms of Reference**

### **6.1 Scope of Work**

Following is the broad scope of work.

- I. Creation of e-Content in various formats.
- II. Curation of e-Content from local as well as global sources including online journals, SOPs, Manuals and Best Practices received from various ULBs.
- III. Repurposing the existing static content of NULP into e-learning content
- IV. Development of assessments, question banks, quizzes etc.
- V. Manage the end-to-end project lifecycle with the issuing entity (NIUA/ULB). Design the content strategy to make it learner-centric, bite sized, and strict modular learning pathways design for assessments keeping kirk patrick level 1&2
- VI. The e-content is required to be converted in the below format to be uploaded on the NULP portal.
  - o .pdf
  - o Video (.mp4, webm)
  - o HTML zip
  - o ECML (created using the inbuilt content editor on NULP)
  - o EPUB
  - o H5P

Furthermore, the e-learning content must be SCORM compliant to be interoperable on any platform.

*Note: The exact scope of work, deliverables, milestones, and timelines shall be communicated to the empanelled agencies at the time of allocation of each assignment.*

### **6.2 Responsibilities of Agency for e-content creation and curation**

- Providing weekly updates to the NULP-PMU regarding progress across all activities related to e-Content curation and creation.
- Work in close coordination with NULP-PMU to receive timely inputs at each phase of development.
- Develop a detailed Work Plan and get approval from the NULP PMU to ensure execution compliance.
- Communicate with the NULP-PMU for operational challenges for quick resolution

In addition, the Agency shall be solely responsible and accountable for the following:

- Provisioning of all equipment (software and hardware) required for e-Content creation and curation to its team.
- E-Content curation and creation activities, inclusive of development, review, finalization, and approval of assessments / question banks (wherever applicable).
- Charges for script, detailed shot-by-shot storyboard, travel to shoot location/ facility, boarding and lodging of shooting crew, fees for external models/anchors, shooting, production, editing, titling/subtitling/text, music, voiceover, background effects, special effects, audio dubbing to either English or Hindi.

### 6.3 *Process for e-content creation/curation*

The agency shall follow standard templates and guidelines as prescribed by the appointing agency. Agency shall adopt standard eLearning and design principles while making the e-content such as ADDIE model, Watch-Think-Do-Explore-Test (WTDET) Model and content guidelines of NULP.

- 1. Submission, Review, Feedback and Approval of Content:** The agency shall follow the below mentioned steps during the submission process of the e-Content for review, feedback, and approval of appointing agency.
  - (i) Storyboard Submission
  - (ii) Review of Storyboard
  - (iii) Review of Fixes
  - (iv) Storyboard Sign-off
  - (v) Alpha Version (First cut of Digitized Version) Submission
  - (vi) Review of Alpha Version
  - (vii) Review of Fixes
  - (viii) Alpha Sign-off
  - (ix) Beta Version (with Professional Voiceover) – Agency to ensure that the Beta Version is closer to the final version. A maximum of 10% changes are envisaged on the approved story board on submission of the Beta version
  - (x) Review of Beta
  - (xi) Beta Fixes
  - (xii) Beta Sign-off
  - (xiii) Submission of Final Version (Gold)
  - (xiv) Gold Sign-Off

Similar process shall be followed for curation of content. However, the review and finalization of curated e-Content shall be a factor of the following (non-exhaustive):

- (i) Intellectual Property considerations
- (ii) Copyright considerations
- (iii) Citation considerations



(iv) Academic integrity

(v) Authentication / Originality / Verification considerations

**2. Preparation of Online Assessments:** The agency shall prepare online assessments post approval of content.

- The assessments shall include adequate measures for assessing learners including but not limited to:
  - o Case Studies
  - o Quizzes
  - o Multiple Choice Questions
  - o Multiple Response Questions
  - o True or False
  - o Fill-in-the-blanks
  - o Question banks
  - o Essay type questions
- Assessment may also include different interactive diagrams and figures and other tools
- Assessments shall be based on varied test structures and shall test the learner's performance using online analytical tools

**3. Approach to be adopted for e-Content design and development:**

- The agency shall ensure the finalized e-Content training courses/modules are compatible with NULP

- **Content development approach**

Following are key steps which the agency is required to follow:

Step I – Prototype/Template Design:

Step II – Development of Design Documents

Step III – Approval of Design Documents:

Step IV – Content/ Media/ Assets/ Development and Authoring: Alpha Version

Step V – Beta Version (not more than 10% changes from approved storyboard)

Step VI – Gold version

#### **6.4 Activities and Deliverables**

The agency shall be responsible for the following deliverables, however the final list of deliverables shall be identified and scoped during the process of allocation of work (as per section 4).

- Action Plan for e-Learning course creation defining the right course strategy as per learning needs and audience profile.
- Domain specific inputs and completeness of content for creation of module shall be vetted and validated by agencies in-house urban Subject Matter Expert.
- Creation of learning journeys.
- Content repurposing to deliver e-learning content as per levels defined in **Annexure XI**.
- Preparing various input documents like design documents, storyboards, and other source files.

- Project plan on designing e-learning courses as defined by appointing organization.

**Additionally, the agency shall be responsible for the following**

- The agency is required to undertake the necessary steps to protect respondent confidentiality during research. The agencies shall treat all the information provided by NIUA as confidential and shall also ensure the security and confidentiality of information documents, records, respondents, software, data reports, deliverables, etc. handled during the entire contract period and two years thereafter.
- The format of the action plans, frameworks and the reports mentioned above shall be determined in consultation with the NULP-PMU. If the format requires the documents to be in multiple parts for segments, then the draft of the plans and report shall be deemed complete only when all these parts of segments are complete.
- All deliverables as well as any materials prepared during the assignment/s, including incomplete or submitted drafts, shall be deemed to be the intellectual property of NIUA, save only to the extent that they are already publicly available information. All deliverables and materials prepared during the assignment/s, including the completed and submitted draft, shall not be shared with, or transmitted to any third party unless expressly authorised by NIUA.

Following are the resources / provisions that shall be made available to the Agency by NIUA:

- List of all courses that shall contain identified knowledge capsules, raw content, and requirement of assessments.
- Reference material such as website links, literature citations etc. required to create or curate e-Content.

**6.5 Qualification Criteria:**

**6.5.1 Pre-Qualification Criteria**

Request for Empanelment (RFE) of Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)

S. N .	Basic Requirements	Specific Requirements	Documents required to be submitted
1	Registration Certificate	The bidder should be a COMPANY (as per the Indian Companies Act) OR A SOCIETY (as per the Indian Societies Registration Act) OR A TRUST (as per The Indian Trusts Act) OR A proprietorship Firm OR A partnership firm OR A Limited Liability Partnership (LLP)	Copy of registration certificate. As per format Annexure -I
2	Average Annual Turnover	The bidder must have an average annual turnover of minimum Rs 2 Crore in the last 3 financial years (2019-20, 2020-21 and 2021-22) in the field of e-Content development.	Financial Capability Statement as per format Annexure -II
3	Net worth	The bidder should have positive net worth in the last 3 financial years (2019-20, 2020-21 and 2021-22)	As per format given in the Annexure-II
4	Bidder's experience	The Bidder must have successfully executed at least 2 similar projects in the last 3 years for any central Govt./State Govt./PSUs/NGOs/Public listed organizations/Multilateral agencies/Pvt Ltds firms as on the date of the submission of the bid. (Similar project means: A project having minimum contract/order value of Rs. <b>25 lakhs</b> in the field of "e-content/e-learning of various levels (i.e., L1/L2/L3 as given in Annexure-I)" developed and implemented in the last 3 years in Central Govt./State Govt./ PSUs/ NGOs/Public listed organizations/Multilateral agencies/Pvt Ltd as on the	As per format given in the Annexure-III

S.N	Basic Requirements	Specific Requirements	Documents required to be submitted
		last due date of bid submission).	
5.	Consent to previously discovered NIUA rates	The bidder shall give the consent to the rates that have been discovered by NIUA in the previous empanelment given in Annexure XVI.	As per format given in the Annexure-XVII

### 6.5.2 Technical Evaluation Criteria

S.N	Criteria	Max Marks	Documentary evidence to be submitted
1	<p>Successfully implemented “similar project(s)” in the last five years from the date of submission of bid in “e-content/e-learning of various levels</p> <p>L1-max 5 Project: 10 Marks L2- max 3 Project: 6 Marks L3: max 2 Project: 4 Marks</p> <p>(Each project shall carry 2 marks up to a maximum of 10 projects).</p>	20	<p>Copy of LOA/Work order and Completion certificate from the Client/End user</p> <p>Or</p> <p>Copy of LOA/Work order issued by client, along with self-attested undertaking of completion of the work certified by CA.</p> <p><b>Refer Annexure-IV for project details and VII for self-certification from CA)</b></p>
2	<p>Successfully implemented similar project in the field of e-Content development in the specific field of Skill enhancement /training/ adult learning with pre and post assessments in the last three years from the date of submission of bid-</p> <ul style="list-style-type: none"> <li>● One project – 2 Marks</li> <li>● Two project- 4 Marks</li> <li>● Three projects-6 Marks</li> <li>● Four Projects- 8 Marks</li> </ul>	6	<p>Copy of LOA/Work order and Completion certificate from the Client/End user</p> <p>OR</p> <p>Copy of LOA/Work order issued by client, along with self-attested undertaking of completion of the work certified by CA.</p> <p><b>Refer Annexure-V for project details and VII for self-certification from CA)</b></p>
3	<p>e-Content/e-Learning Project implemented for Central/State Government in the last three years as on the date of submission of bid- Bid</p> <ul style="list-style-type: none"> <li>● One project – 2 Marks</li> <li>● Two project- 4 Marks</li> <li>● Three projects-6 Marks</li> </ul>	6	<p>Copy of LOA/Work order and Completion certificate from the Client/End user</p> <p>OR</p> <p>Copy of LOA/Work order issued by client, along with self-attested undertaking of completion of the work certified by CA.</p> <p><b>Refer Annexure-VI for project details and VII for self-certification from CA)</b></p>
4	<p>The bidder must have full-time manpower on its payroll as on the date of release of RFE.</p> <p><b>Instructional Designers (as per profile given at annex)</b></p> <ul style="list-style-type: none"> <li>● 5 Numbers (4 Marks)</li> <li>● More than 5 numbers (6 marks)</li> </ul> <p><b>Graphic Designers-</b></p>	18	<p>Certificate from HR Head of the organization on Company Letter head duly attested by authorized signatory as per <b>annexure-II</b></p>

Request for Empanelment (RFE) of Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)

S.N	Criteria	Max Marks	Documentary evidence to be submitted
	<ul style="list-style-type: none"> <li>5 Numbers (4 Marks)</li> <li>More than 5 numbers (6 marks)</li> </ul> <p><b>2D &amp; 3D Animation Artist</b></p> <ul style="list-style-type: none"> <li><b>2D animation artist</b> 5 Numbers (4 marks)</li> <li><b>3D animation artist</b> 2 numbers (2 marks)</li> </ul>		
5	Availability of Required infrastructure including recording studio, eContent software licenses	8	Declaration as per <b>Annexure IX</b>
6	Submission of sample e-Learning video of 90-120 sec. on Solid Waste Management domain. The video should be in MP4 format	20	Video to be submitted of not more than 200MB. Please refer <b>Annexure X</b>
7	<p>Submission of a Presentation document (in PPT/PDF format outlining e-content development and curation competency of the Bidder)</p> <p>The presentation shall cover:</p> <ul style="list-style-type: none"> <li>Organization's approach towards development &amp; enhancement of e-Learning content</li> <li>Approach and Methodology for development of municipal domain specific content</li> <li>Minimum two Customer testimonial</li> <li>Risk envisaged and Mitigation</li> </ul>	20	<p>A copy of presentation to be submitted along with bid.</p> <p><i>Note: If required NIUA may call the bidders(s) for virtual / in- person presentation.</i></p>
8	<p>Successfully implemented similar project in the field of e-Content development in any one of the urban domains mentioned in the Annexure XVII</p> <p>At least one Project- 2 Marks</p>	2	<p>Copy of LOA/Work order and Completion certificate from the Client/End user</p> <p>OR</p> <p>Copy of LOA/Work order issued by client, along with self-attested undertaking of completion of the work certified by CA. <b>Refer Annexure-XVIII for project details and VII for self-certification from CA)</b></p>
	Total	100	

## Annexures

### Annexure I-Format of Bidders Detail

1.	Name of Bidder	:	
2.	Tel. No	:	
3.	Fax	:	
4.	Email	:	
5.	Year of Incorporation	:	Proof of registration of the bidder to be submitted
6.	Place of Business	:	The location details to be provided
7.	Date of Registration	:	
8.	Reginal Presence	:	
9.	Name of Bankers with full address	:	
10.	Regional presence (Direct office)	:	
11.	GST Registration Number	:	A copy to be submitted
12.	PAN	:	Copy to be submitted
13.	Are you presently debarred /Blacklisted by any Central/State Government Department /Union Territory (If Yes, please furnished details)	:	Yes/No.

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 approved 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 Authorized Representative of the Bidder

Date:

Name

Place:

Designation

Mobile No.

Tel No.

Email

Seal Stamp of the Firm

**Annexure II- Turnover & Net worth**  
*[To be submitted on Chartered Accountant's letterhead]*

TO WHOM IT MAY CONCERN

I hereby declare that I have scrutinized and audited the financial statements of M/s\_\_\_\_\_. Turnover\* of the bidder (name of the Bidder) as on 31<sup>st</sup> March 2022 as per audited statement is as follows:

Financial year	Turnover (INR Lakhs)	Net Worth (INR Lakhs)
2019-20		
2020-21		
2021-22		

\*To be provided from latest available Audited statement

The organization has a **positive net worth** as on the 31<sup>st</sup> of March 2022.

For

M/s. ....

Chartered Accountants

Signature

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Date

Place

**Annexure III Format for Bidder Experience (Pre-Qualification)**

**Details of Past Experience:**

1.	<b>Description of assignment</b>	
2.	<b>Address &amp; Phone no. of Client</b>	
3.	<b>LOA/Work Order No. and date</b>	
4.	<b>Value of Contract/ work order</b>	
5.	<b>Date of commencement</b>	
6.	<b>Scheduled Completion date</b>	
7.	<b>Actual Completion Date</b>	
8.	<b>Reason for delay in execution if any</b>	



### Annexure IV Format for Bidder Experience

**Details of Past Experience (L1, L2, L3):**

1.	<b>Description of assignment</b>	
2.	<b>Level of Content (i.e., L1, L2, L3)</b>	
3.	<b>Address &amp; Phone no. of Client.</b>	
4.	<b>LOA/Work Order No. and date</b>	
5.	<b>Value of Contract/ work order</b>	
6.	<b>Date of commencement</b>	
7.	<b>Scheduled Completion date</b>	
8.	<b>Actual Completion Date</b>	
9.	<b>Reason for delay in execution if any</b>	

### Annexure V Format for Bidder Experience

#### Details of Past Experience in Skill enhancement /training/ adult learning with pre and post assessments

1.	<b>Description of assignment</b>	
2.	<b>Relevant Experience in Skill enhancement /training/ adult learning with pre and post assessments</b>	
3.	<b>Address &amp; Phone no. of Client.</b>	
4.	<b>LOA/Work Order No. and date</b>	
5.	<b>Value of Contract/ work order</b>	
6.	<b>Date of commencement</b>	
7.	<b>Scheduled Completion date</b>	
8.	<b>Actual Completion Date</b>	
9.	<b>Reason for delay in execution if any</b>	

## Annexure VI Format for Bidder Experience

### e-Content/e-Learning Project implemented for Central/State Government

1.	<b>Description of assignment</b>	
2.	<b>Name of Client (i.e., Central/State Government)</b>	
3.	<b>Address &amp; Phone no. of Client.</b>	
4.	<b>LOA/Work Order No. and date</b>	
5.	<b>Value of Contract/ work order</b>	
6.	<b>Date of commencement</b>	
7.	<b>Scheduled Completion date</b>	
8.	<b>Actual Completion Date</b>	
9.	<b>Reason for delay in execution if any</b>	

### Annexure VII Self-attested undertaking of completion

*[To be submitted on Chartered Accountant's letterhead]*

This self-declaration is being submitted as a requirement for response to the Bid <Insert name of project>, RFE No: <XXXXXXXXXX>

Project Name	Client Name	Project Scope	Engagement Completion Date	Total Contract Value (INR)	Engagement Value Delivered (Completed Component) (INR)

For

M/s. ....

Chartered Accountants

Signature

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Date

Place

## Annexure VIII- Format for Manpower Declaration

*[To be submitted on Bidder Company's Letterhead]*

Date:

To:

Director  
NIUA  
New Delhi India

**Sub: Undertaking for Sufficient Manpower**

Dear Sir,

In accordance with eligibility requirements of this RFE process, we \_\_\_\_\_ <Name of the bidding firm> \_\_\_\_\_ wish to declare that we have more than \_\_\_\_\_ <number of employees> full time employees on our payroll as on the date of release of RFE. As per requirement of eligibility criteria following are the manpower details:

Sr. No.	Name of the Employee	Date of Joining in the Firm	Qualification	Role

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)

## **Annexure IX Infrastructure Declaration**

**(ON THE LETTER HEAD OF THE BIDDER)**

To

Director,

NIUA

New Delhi India

**Subject: Request for Empanelment (RFE) for E-Learning Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)**

**RFP no:**

Dear Sir,

In accordance with eligibility requirements of this RFE process, we \_\_\_\_\_<Name of the bidding firm>\_\_\_\_\_ wish to declare that we have adequate infrastructure i.e., recording studio and required e-content development software to deliver the assign task. Copies of valid licenses are enclosed with the bid. (Please enclosed copy of licenses and list of available infrastructure.

The above document is executed on \_\_/\_\_/2022 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure X- Digital Content Format**  
About Digital Content

<b>Lesson Plan</b>	
<b>Learning Outcome</b>	
<b>Format of Digital Content (like if Video then specify like MP4, WEBM etc.)</b>	
<b>Please provide weblink of content</b>	

**Note: Please refer link of content to prepare eLearning Module-**

[https://nulp.niua.org/explore-course/course/do\\_1133231357586309121307](https://nulp.niua.org/explore-course/course/do_1133231357586309121307)

[https://nulp.niua.org/explore-course/course/do\\_1133237693043179521321](https://nulp.niua.org/explore-course/course/do_1133237693043179521321)

## **Annexure XI: Content Type Details on Content Types**

### **i) Presentations with Voice Over**

Slide presentation with voice over and subtitles shall be used for content with a lot of static text and images. These content documents shall be embedded with quizzes that are usually basic multiple-choice and true-or-false questions. The quizzes shall be embedded with the help of assessment modules inbuilt on the platform. To build these documents, the selected agency shall require design and develop the following in consultation with NIUA.

- Finalized NULP presentation template
- Background
- Colour Palette
- Font size and style
- Header/Footer
- Other elements such as charts, graphs, shapes, icon sets, infographics etc.

### **ii) PDF Documents, Brochure, and other Marketing collaterals**

The selected agency shall also need to design and develop marketing and customer facing documents and shall be responsible to design these documents which are neat, eye-catching and should be able to communicate the intended message clearly to the target audience. To build these documents the selected agency shall require design and develop the following in consultation with NIUA:

1. Finalized document template design
2. Background
3. Colour Palette
4. Font size and style
5. Header/Footer
6. Other elements such as charts, graphs, shapes, icon sets, infographics etc.

### **iii) MCQ / Assessment**

All MCQ and Assessments need to be developed and embedded on courses and content with the help of the assessment authoring tool provided on the NULP platform. The assessment tools provide for creation of different types of assessments such as multiple choice, match the following, video assessment, drag and drop, fill in the blanks etc. The selected agency shall design and frame questions and shall be required to embed and configure assessments using the tool for different content documents and courses.

### **iv) Video with subtitles**

Raw video needs to be edited and embedded with proper voice over text and subtitles. The finished video shall be aligned to the subject topic and should be able to explain and make the user understand the intended learning outcomes. Basis the topic and requirement the videos may be of the below types:

- a. Live action video
- b. Chroma video
- c. Video with infographics
- d. Mix of all the above

Basis the complexity required for the creation of video; they can be categorized as per the below levels:



- ⇒ **L1 (basic):** The videos which require less than 8 hours of editing effort and have basic screen transitions. Image or video enhancements are not required.
- ⇒ **L2 (intermediate):** The videos which require 8-20 hours of editing effort and have moderate screen transitions with minimal image or video enhancement.
- ⇒ **L3 (complex):** The videos require more than 20 hours of editing effort and have complex screen transitions with considerable image or video enhancements.

The conditions laid out in the above levels might be considered exclusively to identify a video for a particular category.

**v) Video with Anchor**

A concept may need to be converted into a video with an anchor. This shall help the learner to give a more personal touch and help them to understand the concept better. Anchor's presence in the video gives a sense of classroom learning and helps the learner to connect with the video better. Anchor videos can be of the following types:

- Anchor with Presentation in the background
  - Anchor with Chroma in the background.
- ⇒ **L1 (basic):** The videos which require less than 8 hours of editing effort and have basic screen transitions. Image or video enhancements are not required.
  - ⇒ **L2 (intermediate):** The videos which require 8-20 hours of editing effort and have moderate screen transitions with minimal image or video enhancement.
  - ⇒ **L3 (complex):** The videos require more than 20 hours of editing effort and have complex screen transitions with considerable image or video enhancements.

**vi) Animated videos with subtitles**

A concept may need to be converted into an animated video to make it more attractive and intuitive for the target audience. This shall help to better understand the concept and gain their attention span. These videos need to be designed and developed in a manner that they not only help the audience to understand the learning outcomes but also catch the attention of the user to engage them in their learning journey. The animation videos may be of the following types:

- 2D Animated Video
  - 3D Animated Video
  - Motion Graphics
  - Mix of all the above
- ⇒ **L1 (basic):** It has a very minimum amount of animation, not more than one character. Video should be between 7-13 frames per second with voice over, text and subtitles. Shall be applicable only for 2D animation and motion graphics.
  - ⇒ **L2 (intermediate):** It has a moderate amount of animation, with 2 - 3 characters. Video should be 14-24 frames per second with voice over, text and subtitles. Shall be applicable for video types listed above.

- ⇒ **L3 (complex)**: It has a sophisticated amount of animation, with more than 3 characters. Video should be more than 25 frames per second with voice over, text and subtitles. Shall be applicable only for video types listed above.

The conditions laid out in the levels might be considered exclusively to identify a video for a particular category.

Enhancing or adapting existing learning videos of NIUA shall also be required to be done as per need of users which shall be categorized into the above content types as per need and user requirements.

**Annexure XII Bid Submission Letter**  
[On the Letter head of the Bidder]

Date:

To  
Director, NIUA  
New Delhi India

Ref: Request for Empanelment (RFE) for E-Learning Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)

Dear Sir,

We are pleased to submit our technical bid for RFE for 'E-Learning Agencies for creation of e-learning content on the National Urban Learning Platform (NULP'.

We declare that I am authorized person to submit the technical bid.

We hereby declare that our technical bid is complete in all respects and certify:

That all documents and Information's furnished are correct in all respects to the best of my knowledge and belief.

That We have not suppressed or omitted any information as desired in RFE document. If any information found to be incorrect NIUA shall act against the bidder by disqualifying/ debarring in the bid".

We confirm that our bid is valid for a period of 90 (ninety) days from ..... (Bid Due Date)

Yours faithfully,

\_\_\_\_\_

(Signature of Authorized Signatory)  
(Name, Title, and Address)

## **Annexure XIII Letter of undertaking**

**(ON THE LETTER HEAD OF THE BIDDER)**

To  
Director,  
NIUA  
New Delhi India

Sir,

**Subject: Request for Empanelment (RFE) of E-Learning Agencies for creation of e-learning content on the National Urban Learning Platform (NULP)**

This bears reference to \_\_\_\_\_ **dated** \_\_\_\_\_. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent NIUA from any claim or demand, action or proceeding, directly or indirectly resulting from, or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_/\_\_/2022 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our Bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure XIV Format for Affidavit Certifying that Entity /  
Director/s of Entity are not Blacklisted**

**(ON THE LETTER HEAD OF THE BIDDER)**

To

Director, NIUA

**Subject: Undertaking of Debarment/ Clean Track Record**

Dear Sir,

With reference to the above subject, we hereby wish to inform that, \_\_\_\_\_<<Name of the Firm>>\_\_\_\_\_ hasn't been debarred by any Central / State Government /Public Sector Undertaking (PSU) as on the date of submission of the Bid and there has been no litigation with any Department / Corporation in Central / State Government /PSU which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date\_\_\_\_\_.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need and further clarification, we shall be glad to provide the same.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## **Annexure-XV Draft Contract**

This section describes proposed terms and conditions of the draft contract which is specific to NIUA programs.

### **1.1 Payment Terms**

- i. The Payment shall be made by NIUA within 30 days of submission and acceptance of the Invoice, along with required supporting documents.
- ii. The agency shall submit the invoice along with work completion certificate. The work completion certificate shall be provided by NIUA After successful delivery of assigned task,
- iii. The GST shall be paid, extra, as applicable. TDS shall be deducted at source, as per rules.
- iv. All payments against invoice shall be made in INR through RTGS to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respects. A cancelled blank cheque leaf shall be provided by the agency along with the invoice.

### **1.2 Applicable Law**

- v. The contract shall be interpreted in accordance with the laws of the Union of India.
- vi. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

### **1.3 Notices**

- i. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- ii. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### **1.4 Penalty due to Delays in the Bidder's Performance**

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty as per the Section-5 (5.4) "General terms of the contract" of this document. A penalty of 1% shall be deducted from the agency for every week of delay as per the project timelines (as agreed at the time of job allocation), up to a maximum of 5% of the order value. If the delay exceeds five weeks, the agency's contract shall be terminated. If the delay is not attributable to the agency, the penalty is not applicable.

### **1.5 Termination**

- i. NIUA may, without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence NIUA shall give not less than thirty days written notice of termination to the Agency.
- ii. The Contract is liable to be terminated if the Agency:
  - a) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation to amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or

- b) Arranges with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- c) Abandons the work; or
- d) Persistently disregards the instructions of NIUA in contravention of any provision of the Contract; or
- e) Fails to adhere to the agreed program of work; or
- a. Assigns or sublets the work in whole or in part thereof without prior written consent of NIUA; or
- b. Performance is not satisfactory; or
- c. If the Agency obtains the contract with NIUA in an illegal manner.
- d. Information submitted/furnished by the contract is found to be incorrect.
- e. The above shall be without prejudice to NIUA other rights under the law.

#### **1.6 Termination for convenience**

NIUA may terminate the contract, in whole or in part, at any time for its convenience by providing 30 days' prior notice to the agency(s). The Notice of Termination shall specify that the termination is for NIUA's convenience, the extent to which performance of the bidder under the contract is terminated, and the date upon which such termination becomes effective.

#### **1.7 Consequences of Termination**

If the contract is terminated by NIUA for reasons detailed above or for any other reasons whatsoever:

- i. NIUA shall reserve the right to get work completed at the risk and cost of the Agency and to recover from the Agency any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to NIUA.
- ii. Performance Security in any form submitted by the Agency shall stand forfeited.
- iii. The Agency shall have no claim to compensation for any loss sustained by him by reason of having entered any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Agency for the work executed by him before and up to termination shall only be released after adjusting for the expenses, charges, demands, expected losses etc. incurred by NIUA as a consequence of termination of the contract.
- v. In case of termination by convenience NIUA shall make the payment to the agency for the work already executed and accepted by NIUA.

#### **1.8 Legal Liability**

NIUA reserves the right to recover any liability arising out of an act directly attributable to the Agency

#### **1.9 Settlement of Disputes**

- i. If any dispute arises between the Agency and NIUA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation shall be obtained from the Agency on the points of dispute. The representation so received shall be examined by the Competent Authority in NIUA. The Agency shall also be given an opportunity to be heard and the decision on the representation shall be conveyed in writing.
- ii. All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

#### **1.10 Arbitration:**

- i. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- ii. All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere

#### **1.11 Reservation of Rights:**

NIUA reserves the right to:

- i. Extend the Closing Date for submission of the Bids
- ii. Amend the Bid requirements at any time prior to the Closing Date, provided that the amendment is displayed on the NIUA Website <https://niua.org>
- iii. Seek information from the Bidders on any issue at any time.
- iv. To accept any bid or reject any bid without assigning any reasons and accept a bid for all or any options for which bid has been invited.
- v. Make inquiries from any person, company, or organization to ascertain information regarding the Bidders and its Bids.
- vi. Reproduce for the purposes of this Procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

#### **1.12 Suspension**

- i. NIUA may, after giving a written notice of suspension to the Agency, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Agency, if the Agency fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
  - f. Shall specify the nature of the failure and
  - g. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.
  - h. NIUA may engage some other agency for the completion of suspended work, which shall be carried out at the risk and cost of the Agency.

#### **1.13 Force Majeure**



- i. Notwithstanding anything contained in the Bid Document, the Agency shall not be liable for forfeiture of security, liquidated damages, or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency 's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earthquakes, epidemics. The preventive measures for fire breakdown must be followed otherwise it shall not be applicable here. The decision of NIUA regarding Force Majeure shall be final and binding on the Bidder.
- iii. If a Force Majeure situation arises, the Agency shall promptly notify the NIUA in writing, of such conditions and the cause thereof. Unless otherwise directed by NIUA in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. NIUA may terminate this contract by giving a written notice of a minimum 15 days to the Agency, if as a result of Force Majeure; the Agency is unable to perform a material portion of the services for a period of more than 30 days.

#### **1.14 Indemnity**

In the event that any special, indirect, incidental, or consequential damages, including loss of revenue, data, records, or reports, and any such resultant action in consequence of these events takes place, the exemplary, punitive, or recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arises out of the contractual obligation.

#### **1.15 Fraud and Corrupt Practices**

1.15.1 The Bidders and their respective employees shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NIUA may reject any submitted Bid 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 in the Bidding Process.

1.15.2 NIUA may also initiate appropriate legal action under relevant Indian laws against the Bidder found indulging in fraud and corrupt practices.

#### **1.16 Miscellaneous**

- a. The Empanelment 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 Empanelment Process.
- b. NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
  - i. suspend and/or cancel the Empanelment Process and/or amend

- and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating there to.
  - ii. Consult with any Bidder in order to receive clarification or further information.
  - iii. Retain any information and/or evidence submitted to NIUA by, on behalf of and/or in relation to any bidder; and/or
  - iv. 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.
- c. 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.
- d. All documents and other information supplied by NIUA or submitted by a Bidder
- e. shall remain or become, as the case may be, the property of NIUA. NIUA shall not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- f. NIUA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

#### **1.17 Ownership and Intellectual Property Rights**

NIUA shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed or sourced solely during execution of this contract, including but not limited to all processes, products, specifications, reports, drawings, videos and other documents which have been newly created and developed by the agency solely during the performance of the Services and for the purposes of, inter-alia, use or sub-license of such Services under this contract. The agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to NIUA and execute all such contracts/documents and file all relevant Bid, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIUA.

### Annexure XVI Previously discovered NIUA rates

S. No.	Content Type	Particulars	Unit	Unit Rate		
				In INR (Exclusive of GST)		
				English	Hindi	Other regional languages
1	PPT + VO	<ul style="list-style-type: none"> <li>● Finalised NIUA template Background</li> <li>● Colour Palette</li> <li>● Font Style</li> <li>● Header/Footer</li> <li>● Charts/Graphs/Shapes/Icon set/Infographics</li> <li>● Mix of all the above</li> </ul>	Per Slide	1399	999	1199
2	2D Animation Video	<ul style="list-style-type: none"> <li>● Live Action Video</li> <li>● Green Screen Video</li> <li>● Video with Infographics*</li> <li>● Video with text and graphics</li> <li>● 2D Character Animation</li> <li>● 2D Animation Layout and Models</li> <li>● Mix of all the above</li> </ul>	Per Minute	4200	3498	3749
3	3D Animation Video	<ul style="list-style-type: none"> <li>● 3D Animated Video</li> <li>● 2D Animation Layout and Models</li> <li>● Motion graphics (3D)</li> <li>● Mix of all the above</li> </ul>	Per Minute	14800	3995	4049
4	MCQ/Assessment	<ul style="list-style-type: none"> <li>● True-False</li> <li>● Object sequencing</li> <li>● Puzzles</li> <li>● Fill in the blanks</li> <li>● Match the following</li> <li>● Odd one out</li> <li>● Multiple Choice Questions</li> <li>● Mix of all the above</li> </ul>	Per page	1199	777	999
5	PDF Documents, Brochure, and other Marketing	<ul style="list-style-type: none"> <li>● Finalized document template design</li> <li>● Background</li> </ul>	Per page	1200	888	1099

	collaterals	<ul style="list-style-type: none"><li>● Colour Palette</li><li>● Font size and style</li><li>● Header/Footer</li><li>● Other elements such as charts, graphs, shapes, icon sets, infographics etc.</li><li>● Mix of all the above</li></ul>				
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**Annexure XVI Format for Letter of Consent to previously  
discovered NIUA rates**

**(ON THE LETTER HEAD OF THE BIDDER)**

To

Director, NIUA

**Subject: Consenting to the previously discovered NIUA rates.**

Dear Sir,

With reference to the above subject, we hereby wish to inform that, \_\_\_\_\_<<Name of the Firm>>\_\_\_\_\_, give our consent to develop content according to the previously discovered NIUA rates given in the Annexure XVI or the RFE no. \_\_\_\_\_ <<RFE number>>.

We hope that this undertaking provided here in above shall suffice the purpose. In case you need and further clarification, we shall be glad to provide the same.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

### **Annexure XVII Urban Domains**

- Town Planning & Housing
- Urban Mobility & Housing
- Sewerage and Sanitation
- Environment and Climate
- Social Aspects
- Water Supply and Management
- General Administration
- Data Governance and Analytics
- Urban Management & E governance
- Municipal Finance

### **Annexure XVIII Format for Bidder Experience**

**e-Content/e-Learning Project implemented for specified domains**

1.	<b>Description of assignment</b>	
2.	<b>Name of Client (i.e., Central/State Government)</b>	
3.	<b>Urban Domain of the project</b>	
4.	<b>Address &amp; Phone no. of Client.</b>	
5.	<b>LOA/Work Order No. and date</b>	
6.	<b>Value of Contract/ work order</b>	
7.	<b>Date of commencement</b>	
8.	<b>Scheduled Completion date</b>	
9.	<b>Actual Completion Date</b>	
10.	<b>Reason for delay in execution if any</b>	