



National Institute of Industrial Engineering (NITIE)

Vihar Lake Road, Mumbai,
Maharashtra 400087
Phone: 022 2857 3371
Website: <https://www.nitie.ac.in>

Request for Proposal (RFP)

for Engagement of Edu-tech Firms for providing Online Open Executive

Education Programs at NITIE Mumbai

Notice Inviting Proposal

S. No.	Item Name	Description
1	Service Description	Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, MUMBAI
2	Tender no and Date	E-Learning Solutions Tender No.SRIC/2021/001, dated 25/03/2021
3.	Estimated Cost	Rs.10,00,000/-approx.
4	Tender Fee	NIL
5	Earnest Deposit Money (EMD)	Rs.20,000/- (DD/Pay Order to be drawn, in any nationalized bank in favour of "NITIE Mumbai" and payable at MUMBAI)
6	Contract Period	12 months
7	Validity period for tenders for acceptance	90 days from the date of submission
8	Closing Date & Time for submission of Proposals	April 14, 2021 Wednesday upto 05:00 pm
9	Place of submission of tenders	Tender Box kept in front of the Office of Registrar, 1st floor Admn. Building, NITIE.

This notice is also available on website:www.nitie.ac.in for downloading of tender documents.

1. TEXT OF ADVERTISEMENT

National Institute of Industrial Engineering (NITIE)
Vihar Lake Road, NITIE Admin Block, Powai, Mumbai,
Maharashtra 400087

INVITATION FOR REQUEST FOR PROPOSAL

National Institute of Industrial Engineering (NITIE) invites sealed two-Bid tender for providing online executive education programs through e-Learning solutions at NITIE, Mumbai.

Sealed two-bid envelope (i) Technical Bid & (ii) Commercial Bid marked to the below address may be submitted mentioning “Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, MUMBAI” on the top cover:

SRIC OFFICE
National Institute of Industrial Engineering (NITIE)
Vihar Lake Road, Powai, Mumbai,
Maharashtra 400087

Note:

1. NITIE, Mumbai reserves the right to cancel the Bid and/or invite afresh with or without amendments, without assigning any reason. Information provided at this stage is indicative and NITIE, Mumbai reserves the right to amend/add further details.
2. Proposals received after the last date and time as mentioned in the Notice shall be rejected. NITIE, Mumbai is not responsible for any postal/courier delays.

2. OBJECTIVE:

2.1 National Institute of Industrial Engineering (NITIE) is a higher education institute located on Vihar Lake Road in Mumbai, and was ranked 12th as per NIRF 2020 rankings.

2.2 The Institute has established itself as a name to reckon with, among the business schools. Along with the flagship post graduate Programs, the Institute has been successfully conducting the Fellow and VLFM (Visionary Leadership for Manufacturing) programs. Now the institute is planning to enter the executive education market in a big way to enhance its visibility and credibility. The Institute is already conducting customized Management Development Programs (MDPs) and is steadily emerging as a sought-after source, by both the Government as well as the Public and Private Sectors.

2.3 The institute now intends to partner with leading Edu-tech firms to scale up its online executive education activities. The focus of this document is ONLY on Online Open Executive Education Programs. These programs would be organized by faculty members on a topic of interest. The faculty members may be from different areas, but the broad domain for the Online Open Executive Education Program would be the same. For instance, faculty from Marketing, and Analytics & Decision Sciences may come together to offer an Online Open Executive Education Program on Marketing Analytics. These programs would run as 3 to 4-month certificate program with 50 hours of teaching. NITIE, Mumbai would be responsible for:

2.3.1 Curriculum design, program development, and delivery of the same.

2.3.2 Setting up admission criterion for prospective participants into each of the Programs.

2.3.3 Deputation of the faculty for delivery of lectures without disruption and ensuring that the schedules drawn on faculty and timing are adhered to.

2.3.4 Providing course material to all the participants.

2.3.5 Providing certification and accreditation to the participants as applicable for the Program.

3. SCOPE OF WORK:

- i. To provide NITIE, Mumbai with up-to-date market research and feedback to enable it to design appropriate online open executive education programs.
- ii. To undertake all necessary marketing activities to acquire a minimum of 40 students for each program.
- iii. To establish a dedicated helpline to support the accessing and usage related issues raised by the students.

- iv. To provide appropriate customer service, customer training, and equipment maintenance, and collect all payment from students on behalf of NITIE, Mumbai for providing the service.
- v. To ensure technical snag free telecast of material developed and delivered by Institute through the electronic channels.
- vi. To provide state-of-the-art learning management system that would be accessible to all faculty of NITIE, Mumbai.
- vii. To manage the examination process.
- viii. To ensure that all software used in the delivery of the program is duly licensed and within the legal bounds of Indian law.
- ix. To discuss and crystalize the fee for each program as per mutual agreement.

4. VENUE & DEADLINE FOR SUBMISSION OF PROPOSAL

Proposal, in its complete form in all respects must be submitted to SRIC OFFICE, NITIE, Mumbai at the address specified in the Notice. In exceptional circumstances and at its discretion, NITIE, Mumbai may extend the deadline for submission of proposals by issuing an amendment to be made available on the NITIE, Mumbai website, in which case all rights and obligations of NITIE, Mumbai and the applicants previously subject to the original deadline will thereafter be subject to the deadline as extended.

5. SUBMISSION OF PROPOSALS

5.1 Proposal should include:

- a. Letter of submission of proposal – **Annexure-I**
- b. DD for Earnest Money Deposit as mentioned in the Notice.
- c. Technical Bid Document – all pages should be signed by the authorized signatory and stamped (**Annexure II**)
- d. Financial Proposal as per the **Annexure-III**
- e. All the above documents should be placed in one envelope cover, sealed properly and labelled “Proposal for Engagement of Edu-Tech companies for providing online executive education programs at NITIE, Mumbai”.
- f. The address and contact details of the bidder shall be clearly written on the envelope cover and sent to the address mentioned in the Notice to reach the Institute on or before the last date and time mentioned thereon.

5.2 Proposals received after the last date and time shall be rejected. NITIE, Mumbai is not responsible for any postal/courier delays.

5.3 The proposal should be valid for a period of 90 days after the last date for submission.

5.4 The applicants are expected to examine all instructions, forms, terms, and other details in this document carefully. Failure to furnish complete information as

mentioned in the document or submission of a proposal not substantially responsive to this document in every respect will be at the applicant's risk and may result in rejection of the proposal.

5.5 EMD of the unsuccessful bidder will be returned within 30 days of award of contract to the successful bidder. EMD of the successful bidder will be retained as the Security Deposit (SD).

5.6 No interest is payable on EMD/Security Deposit.

6. REJECTION OF BIDS:

The Institute reserves the right to reject the proposal if,

- The proposal is incomplete as per the details given in this document
- Any conditions/deviations stated by the Bidder in the proposal documents
- Required information is not submitted as per the format given
- Any information submitted by the Bidder is found to be untrue/fake/false
- The Bidder does not provide, within the time specified by the Institute, the supplementary information/clarification/documents/details sought by the Institute for evaluation of the proposal.
- Improperly sealed or bids with open envelopes etc. shall be rejected.
- Any other reason which the Institute may deem appropriate for rejection of the Bid.

The Institute shall be under no obligation to accept any proposal received in response to this RFP and shall be entitled to reject any or all proposals without assigning any reason whatsoever. The Institute may abort the entire process at any stage, thereby without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Institute's action. Any effort by the firm to influence NITIE, Mumbai in the process of evaluation of proposals and contract award decision may result into the rejection of their Bid.

7. EVALUATION CRITERIA:

Stage 1: Technical Evaluation

The following documents are to be furnished by the tenderer in Technical bid. Only those bids who have technically qualified will be considered for opening of financial bid.

Sr.	Description	Document to be submitted
1	Bidder should be a Proprietary / Partnership firm / Company.	Necessary documentary evidence
2	The bidder should be in the business of providing Synchronous technological service provider in academic institutions such as IIMs, IITs, IISERs, ISB, NITs or similar stature institutions for a minimum period of three (03) years as on March 1, 2021. The bidder have to equipped to provide Direct to Device Mode (D2D) facilities. The right to accept similar works of the vendor will rest with NITIE Mumbai.	Necessary documentary evidence in this effect must be submitted in technical bid part 1. For example, Registration certificate company in corporation AMC certificate etc.

3	The bidder should have satisfactory completion of contracts / assignments in previous 3 years in the field of providing Synchronous technological service provider to IIMs, IITs, IISERs, ISB, NITs or similar stature institutions with at least; One client for a value more than INR 50 lakhs (agency revenue share) in previous year (March 1, 2021) or Two clients for a value more than INR 25 lakhs (agency revenue share) in pervious year (March 1, 2021)	Work Order & Client Certificate
4	The bidder must have work force/professionals (required nos. and having skill of educational marketing and synchronous programmes technical competence) in their roll.	In this regard the bidder must submit organization chart of the team they propose to depute for this assignment, along with their brief profiles, and experience.
5	The bidders should not be blacklisted by any department of the Government of India in the past. There should not be any criminal case registered against the bidding firm or its owner/partners anywhere in India. An undertaking to this is to be submitted with the tender document as an enclosure.	A self-declared certificate to be submitted
6	The bidder must have minimum employee strength of 10 people (on payroll) (Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labor authorities and valid ESI & PF registration to be attached. Copy of up to date remittance to ESI & PF authorities to be also attached.)	Registration Certificate by Municipal Corporation or equal authority. [PF, ESI documents]
7	Scanned copy of i) PAN ii) GSTIN (GST Registration)	
8	Each page of the Tender document must be signed	

Stage 2: Financial Evaluation: Financial bids will be evaluated on the date and time mentioned in the Notice, as under:

1. Bidder offering Highest percentage [%] of share of revenue, from the total programme fee collected from the students of all the programs, to the Institute as per the scope of work shall be declared as the successful bidder.
2. In case of equal values by the bidders, the bidder with more number of years of experience in the field of providing online executive education programs of similar nature will be declared as successful bidder

The decision of Director, NITIE, Mumbai will be final and binding on all for interpretation of any ambiguity.

- The engaged agency will be awarded all the online open executive education programs

from NITIE, Mumbai on a whole bouquet basis as per mutual agreement.

- NITIE, Mumbai shall not be bound to accept the highest bid and reserves the right to reject any or all the bids without assigning any reason.
- The bidder or his representative may attend the opening of the bids as per details sent in corresponding e-mail to the shortlisted bidders. The representatives attending the bid opening shall produce a letter for the same from their employer/authorized authority, as per Annexure-IV.

8. EXECUTION OF AGREEMENT:

The successful bidder, will be communicated the same through a formal Letter of Intent, shall be required to execute an Agreement within fifteen (15) days of the date of issue of such communication and start the work from the date as mentioned in the communication. Failure to do so within given time, shall be liable to withdrawal of such communication and the EMD of that bidder will be forfeited without any further notice. The agency shall treat the contents of the tender documents as private and confidential.

9. TERMS & CONDITIONS GOVERNING THE PROPOSAL

- a. The rates (percentage revenue sharing model) quoted by bidders shall be all inclusive and fixed throughout the period of contract and no changes in this regard are accepted.
- b. If the successful Bidder fails to fulfil his obligations under the contract i.e., non-adherence to terms and conditions, NITIE, Mumbai after due notice may terminate and the SD of such firm shall be forfeited to NITIE, Mumbai.
- c. In the event of termination of the contract, all ongoing support from the successful Bidder shall continue as per the commitment made to the Registered Participants at the time of admission.
- d. Manpower Deployment: The successful Bidder is required to deploy a technically qualified, skilled, and experienced manpower with hands of experience for exclusive servicing of the NITIE, Mumbai contract. This person shall act as the single point of contact (SPOC) and will liaison with the Executive Education Program/SRIC office of NITIE, Mumbai for the successful running of the online programs.
- e. The successful bidder will at all times used duly licensed software for the conduct of the online executive education programs with NITIE, Mumbai. The institute will remain fully indemnified for any lapses on the part of the successful bidder on this account.
- f. Seek inputs from Institute in promotional and marketing campaign for the Program.
- g. Obtain information and report to Institute concerning existing and potential markets for the Program where possible.
- h. Notify the Institute of any potential customer interest in new or modified Program or inquiries concerning same which the successful bidder might profitably add to the Program offerings.
- i. Notify the Institute of any competing Program and marketing activity of which the successful bidder is aware and which may affect the ability of the successful bidder to obtain its anticipated market share in the segment.
- j. The successful bidder will develop and maintain security protocols that the material developed and delivered by NITIE, Mumbai through the electronic channels are not

corrupted altered or modified and the total integrity of delivery is ensured. In the event of information or organization involved in such willful infringement, relevant legal action would be taken by NITIE Mumbai.

- k. Provide appropriate customer service, customer training and equipment maintenance & collect all fee amount from its customer for providing the service.
- l. On request of Institute, the vendor will provide bookings, billing, and customer base information as required by Institute, insofar as such information applies to the Program sourced from Institute.
- m. Notify Institute promptly of any complaint or claim made or brought against it or against the successful bidder with respect to the program.
- n. Not alter, modify or in any way change the Program or marking thereon without the prior written approval of Institute.
- o. Notify NITIE, Mumbai of any defects that appear or tend to recur in any program.

10. DURATION OF CONTRACT:

The contract shall be awarded for a period of 12 months initially from the date of commencement of the Contract. NITIE, Mumbai will have discretion for extending it for further term on mutually acceptable terms and conditions at the sole discretion of NITIE, Mumbai.

However, it will be obligatory on the part of the agency to continue to work at the rates prevailing on the last date of the Contract even beyond contract period or extended period, for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

The contract is liable for termination by the Institute by giving one month's notice without assigning any reason thereof and without any liability to the Institute. In case the agency wishes to withdraw from the contract for valid reasons, shall give notice for the same at least 3 months in advance. Decision of the Director, NITIE, Mumbai is final and binding in this regard.

11. SECURITY DEPOSIT:

The successful bidder whose proposals are finally accepted shall deposit a sum of ₹ 20,000/- (Rupees Twenty thousand only) as Security Deposit within 7 days from the date of the communication of award of contract by way of Deposit Receipts or Bank Guarantee which will be valid for a period of 6 more months beyond the period of contract. The EMD amount deposited by bidder will be refunded on submission of SD. No interest will be paid on EMD/Security Deposit.

12. PAYMENT TERMS:

All the payment by the participants will be collected by the NITIE, Mumbai. The service charges of the bidders would be released from NITIE as per the agreed terms and conditions.

13. FORCE MAJEURE:

If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public

enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm/agency may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to NITIE, Mumbai within two calendar days from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of NITIE, Mumbai as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive. However, the Force Majeure events mentioned above will not in any way cause extension of the period of the contract.

14. PENALTY:

The bidder should always ensure regular and uninterrupted quality services. In case of failure in services or negligence, advertently or inadvertently, appropriate punitive action shall be taken by the Institute, which also includes monetary penalty to be deducted from the security deposit, for every instance of breach. The Competent Authority of the Institute shall decide whether a breach has occurred, based on evidence, and the same shall be binding on the bidder.

15. LAWS GOVERNING AGREEMENT/CONTRACT:

The Agreement/Contract entered into between NITIE, Mumbai and the firm shall be governed by the laws of India for the time being in force.

16. TERMINATION FOR INSOLVENCY:

The NITIE, Mumbai may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Institute.

17. ARBITRATION:

In the event of any dispute arising between NITIE, Mumbai and the agency in any matter covered under this Agreement/Contract or arising directly or indirectly therefrom or connected or concerned with the said Agreement/Contract in any manner of its implementation of any terms and conditions of the said Agreement/Contract, the matter shall be referred to the Director, NITIE, Mumbai who may act as sole arbitrator or may nominate an officer of NITIE, Mumbai as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of NITIE, Mumbai as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made thereunder. The parties expressly agree that the arbitration proceedings shall be held at Mumbai. The language of arbitration shall be in English only.

Any clarification regarding the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Director, NITIE, Mumbai whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Contract shall also be decided by making reference to Director, NITIE, Mumbai and his decision shall be final and binding.

18. JURISDICTION OF COURTS:

All disputes arising, if any, under this tender/contract shall be subjected to the jurisdiction of courts of Mumbai.

(to be printed on bidder's letterhead)

LETTER OF SUBMISSION

Dean (SRIC)
National Institute of Industrial Engineering (NITIE)

Subject: Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, MUMBAI for 2021-2022

Dear Sir/Ma'am

Subject to the conditions given in the Notice Inviting Proposal, I/We hereby submit Financial Proposal for Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, Mumbai

I/We hereby certify that I/We have read all the terms and conditions of the Bid document and agree to abide by them unconditionally.

Declaration

I/We _____, the undersigned being authorized signatory for _____ for submission of Proposal for "Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, Mumbai" hereby declare that all the documents submitted and details furnished are true and correct to the best of my knowledge. I understand that if at any time, during or after the Bid process or after award of contract, the documents or the details submitted are found to be false/ manipulated/ fabricated with a mal-a-fide intention, the bid will be summarily rejected/contract be nullified and suitable action as deemed fit be initiated against our firm/company/agency.

Name of the Bidder (firm/Co./agency): _____

Address of Registered/branch office: _____

Authorized person's Name and designation: _____

Contact No: _____ E-mail: _____

Date:

Signature:

Place:

Full name:

(Company Seal)

NOTE: All correspondence from this office shall be addressed to the above address and e-mail id only.

TECHNICAL BID

Subject: Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, Mumbai

Sr.	Description	Document to be submitted
1	Bidder should be a Proprietary / Partnership firm / Company.	Necessary documentary evidence
2	<p>The bidder should be in the business of providing Synchronous technological service provider in academic institutions such as IIMs, IITs, IISERs, ISB, NITs or similar stature institutions for a minimum period of three (03) years as on March 1, 2021. The bidder have to equipped to provide Direct to Device Mode (D2D) facilities.</p> <p>The right to accept similar works of the vendor will rest with NITIE Mumbai.</p>	Necessary documentary evidence in this effect must be submitted in technical bid part 1. For example, Registration certificate company in corporation AMC certificate etc.
3	<p>The bidder should have satisfactory completion of contracts / assignments in previous 3 years in the field of providing Synchronous technological service provider to IIMs, IITs, IISERs, ISB, NITs or similar stature institutions with at least; One client for a value more than INR 50 lakhs (agency revenue share) in previous year (March 1, 2021)</p> <p>or</p> <p>Two clients for a value more than INR 25 lakhs (agency revenue share) in pervious year (March 1, 2021)</p>	Work Order & Client Certificate
4	The bidder must have work force/professionals (required nos. and having skill of educational marketing and synchronous programmes technical competence) in their roll.	In this regard the bidder must submit organization chart of the team they propose to depute for this assignment, along with their brief profiles, and experience.
5	The bidders should not be blacklisted by any department of the Government of India in the past. There should not be any criminal case registered against the bidding firm or its owner/partners anywhere in India. An undertaking to this is to be submitted with the tender document as an enclosure.	A self-declared certificate to be submitted
6	The bidder must have minimum employee strength of 10 people (on payroll) (Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labor authorities and valid ESI & PF registration to be attached. Copy of up to date remittance to ESI & PF authorities to be also attached.)	Registration Certificate by Municipal Corporation or equal authority. [PF, ESI documents]
7	Scanned copy of i) PAN ii) GSTIN (GST Registration)	
8	Each page of the Tender document must be signed	

FINANCIAL BID

Subject: Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, Mumbai

NOTE: The bidder should quote rates for all items. Partially quoted Financial Bids will not be considered. Bids with any conditions will be liable for rejection.

Name of Bidder:			
S.No	Particulars		
1	Percentage of share of revenue offered by the bidder, from the total programme fee collected from the students of all the programs, to the Institute as per the scope of work.	In figures	
		In words	

NOTE:

1. Conditional proposal will not be accepted.
2. If any discrepancy between figures and words, the value in words prevails.
3. The rates quoted includes all, except GST.
4. GST if applicable will be paid extra.
5. Payments are subjected to TDS or any other taxes as applicable.

Date:

Signature:

Place:

Full name:

(Company Seal)

(to be printed on Agency's letterhead)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening of Tender for Engagement of Edu-tech Firms for providing Online Open Executive Education Programs at NITIE, Mumbai

The undermentioned person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____

Name & Designation

Specimen Signature

Signature of Authorised signatory of the bidder

Company Seal

Note:

1. Only one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.