National Institute of Design, Madhya Pradesh

(An Institute of National Importance under the DPIIT,
Ministry of Commerce & Industry, Government of India)
Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038
Website www.nidmp.ac.in
CHAPTER-1. NOTICE INVITING RFP

Subject: Notice Inviting Sealed Request for Proposal (RFP) for preparation of Establishment and Administration Manual for the National Institute of Design, Madhya Pradesh

1. On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) sealed Request for Proposal (RFP) are invited for preparation of Establishment and Administration Manual for the National Institute of Design, Madhya Pradesh, as given in schedule of requirement of this RFP.

Schedule of RFP

<table>
<thead>
<tr>
<th>RFP enquiry Number</th>
<th>NIDMP/ Admn/ 10/ 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/ time of release of RFP through NID MP website</td>
<td>01.10.2020 5.00 PM</td>
</tr>
<tr>
<td>Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to <a href="mailto:cao@nidmp.ac.in">cao@nidmp.ac.in</a></td>
<td>09.10.2020 10.00 AM</td>
</tr>
<tr>
<td>Date/ time of pre- RFP submission meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038</td>
<td>09.10.2020 3.00 PM</td>
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<tr>
<td>Start date/ time of submission of RFP</td>
<td>01.10.2020 5.00 PM</td>
</tr>
<tr>
<td>Last date/ time of submission of RFP</td>
<td>22.10.2020 4.00 PM</td>
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<tr>
<td>Address for submission of proposal:</td>
<td></td>
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<tr>
<td>The Registrar, National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038</td>
<td></td>
</tr>
<tr>
<td>Date/ time of opening of Technical proposal</td>
<td>23.10.2020 3.30 PM</td>
</tr>
<tr>
<td>Date/ time of opening of Financial proposal</td>
<td>Will be notified later</td>
</tr>
</tbody>
</table>

2. National Institute of Design, Madhya Pradesh (NID MP) is an autonomous institution under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India. The Institute had commenced academic activities for spreading design education, research, and practice from the Academic Year 2019-2020.

3. NID MP invites interested Individual Consultants/ Firms to prepare an Establishment and Administration Manual (hereinafter called Manual) as described in the TOR. The duration of the engagement is three months. Interested Individual Consultants/ Firms must submit their Request for Proposal (RFP), together with CVs, samples of work outputs or reports done in the last fifteen years similar to the aforesaid work assignment.
4. For details on: application; evaluation procedure; parameters of evaluation (technical and financial); format for CV and other details / conditions, please refer and download the full RFP from: www.nidmp.ac.in

5. All further notifications/amendments, if any shall be posted on www.nidmp.ac.in only. No separate communication shall be made with Parties.

6. If the date of submitting/opening of the Proposal is declared as holiday, then the proposals shall be opened on next working day. For any query, please contact on email cao@nidmp.ac.in or Phone No. 0755-6721007.

Registrar
Request for Proposal (RFP)
For Hiring of Consultant for the preparation of Establishment and Administration Manual for National Institute of Design, Madhya Pradesh

A. BACKGROUND

1. National Institute of Design, Madhya Pradesh (NID MP) has been declared as an Institute of National Importance (INI) after the President gave assent to National Institute of Design (Amendment) Act, 2019. The Institute currently offers Bachelor Degree in Design (B.Des.) and plans to commence Master Degree in Design (M.Des.), PhD in Design, MOOCs and continuing education programs in future. The Institute intends to frame an Establishment and Administration Manual as a collection of rules, policies, procedures, instructions and guidelines for regulating service conditions of its employees and serve as a reference handbook for administrative functions.

2. NID MP ("Institute") is inviting proposal from such experienced and qualified individual professionals/ Firms as ("Consultant") for preparing a comprehensive Manual.

B. Request for Proposal (RFP)
The Consultant will support the Institute in preparing a Manual for the Institute. The detailed Terms of Reference are given at Annexure I.

3. General Terms
   a) All communications including Request for Proposal (RFP) and Consultant's contract for the proposed consultancy will be issued in English language only.
   
   b) The Consultant will be selected in accordance with the Quality Cum Cost Based System (QCBS) procedures described in Rule 192 of GFR 2017.

   c) The selected Consultant will have to sign an Agreement with the Institute.

   d) No Consultant shall submit more than one Proposal for the consultancy.

   e) The Consultants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the selection process, visits to the Institute, etc. The Institute will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

4. Eligibility Conditions & Qualifications
   a) The Consultant should be able to work independently.

   b) Total professional experience of 15 years in development of Establishment and
c) Master's degree in any discipline.

5. **Other Requirements**
   a) Strong oral and written communication skills in English language with a capacity to communicate effectively to a wide variety of audiences.
   b) Ability to convey ideas and positions clearly.
   c) Knowledge of Institute/ University system and processes will be desirable.

6. **Pre-Bid Meeting & Clarifications**
   a) The Institute shall hold a pre-bid meeting with the prospective Consultants on date & time reflected in the table on important dates in the office of the Chief Administrative Officer at the Institute.
   b) The Consultants will have to ensure that their queries related to this RFP should be posted only on the CPP portal on or before the date & time mentioned in table on Important dates.
   c) The Institute shall not be responsible for ensuring that the Consultants’ queries have been received by it. Any requests for clarifications post the indicated date and time may not be entertained by the NID MP.
   d) The Institute will endeavor to provide timely response to all queries. However, Institute makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Institute undertake to answer all the queries that have been posed by the Consultants.
   e) At any time prior to the last date for receipt of proposals, Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
   f) The Corrigendum (if any) & clarifications to the queries from all Consultants will be posted on the Institute website at www.nidmp.ac.in. Any such corrigendum shall be deemed to be incorporated into this RFP.
   g) In order to provide prospective Consultants reasonable time for taking the corrigendum into account

7. **Submission of Proposal**
   a) Interested experienced and qualified individual professionals/ Firms must
provide information strictly as per format given at Annexure II to V.

b) The Consultant shall provide all the information sought under this RFP. The Institute will evaluate only those Proposals that are received in the required formats and complete in all respects.

c) Technical Proposal shall be submitted as per the format given in Annexure II, III and IV.

d) Financial Proposal shall be submitted as per the format given in Annexure V.

e) The proposal must be submitted in original (separate Technical and Financial Proposal) in separate sealed envelopes, and the two envelopes are then put in a large envelope clearly marked “Engagement of Consultant for the preparation of Establishment and Administration Manual for National Institute of Design, Madhya Pradesh” and delivered at the address given in the document by due date and time.

8. RFP Processing Fees:
A non-refundable processing fee for Rs. 5,000.00 (Rupees five thousand only) in the form of a demand draft or a pay order drawn in favour of National Institute of Design, payable at Bhopal has to be submitted along with the RFP proposal. Proposals received without or with inadequate RFP processing fees shall be liable for rejection.

9. Modification and Withdrawal of RFP
Consultants are not allowed to modify or withdraw their proposals before or after the closing date and time for submission.

10. Preliminary Scrutiny
a) The Consultant should be deemed to have read and understood all terms and conditions of this document.

b) NID MP will scrutinize the proposals received to determine whether they are complete and as per the requirement, whether documents as asked for and necessary to evaluate the proposal have been submitted, whether the documents have been properly signed etc.

c) NID MP may, at its discretion, waive any minor non-conformity or any minor irregularity in the proposal. This waiver shall be binding on all the Consultants and NID MP reserves the right for such waivers.

d) To assist in the scrutiny, evaluation and comparison of proposals, NID MP may, at its discretion, ask any Consultant for clarifications on the proposal.
11. Evaluation Criteria and Selection Process

a) The Institute has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising Technical and Financial proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified below.

b) The Institute shall open the Proposals on the due date in the presence of those Consultants who choose to attend.

c) All the proposals will be scrutinized and candidates shortlisted. The Consultants will be evaluated based on appropriate marking system. The categories for marking and their respective marks are as under:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Break-up</th>
<th>Maximum marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Qualifications</td>
<td>i. Master’s degree – 10</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>iii. LLB – 5</td>
<td></td>
</tr>
<tr>
<td>Work Experience</td>
<td>i. Professional experience of 15 years in development of Establishment and Administration Manuals/ Financial Policies and Procedures – 20</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>ii. Additionally, Experience of additional 10 years of working in central/ state govt organisations or PSUs or Autonomous Bodies – 10</td>
<td></td>
</tr>
<tr>
<td>Sample Work Outputs and Reports</td>
<td>i. Created Establishment and Administration Manual for a central/ state govt organisations or PSUs or Autonomous Bodies – 10</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>ii. Additionally, Created any administrative/ finance/ legal Manual for a central/ state university or autonomous institute – 5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Additionally, Created Establishment and Administration Manual for a private institute (UGC/ AICTE/ Any central council recognized) – 5</td>
<td></td>
</tr>
<tr>
<td>Presentation on the process</td>
<td>To be decided on the basis of presentation to Evaluation Committee on the process the Consultant will undertake to draft the Establishment and Administration Manual of NID MP</td>
<td>30</td>
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<tr>
<td>Total Marks</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

d) In the first stage, the Technical Proposal will be evaluated on the basis of Consultant’s CV, Work experience and Presentation on the process Consultant will undertake to draft the
Establishment and Administration Manual of NID MP. Only those Consultants whose Technical Proposals get a **score of 60 marks or more out of 100** will only be considered for financial evaluation. The financial proposal of others will not be considered and returned unopened after completing the technical selection process.

e) In the second stage, the financial evaluation will be carried out. Consultant shall submit the Financial Proposal in the format at **Annexure V** clearly indicating the total cost of the Consultancy.

f) A final score shall be arrived at by giving 70% weightage to the technical score and 30% weightage to the price quoted in the Financial Proposal.

12 **Rights of the Institute**

a) This RFP is not an offer and issued with no commitment. Institute reserves the right to withdraw the RFP and change or vary any part thereof before the last date. Institute also reserves the right to disqualify any bidder, should it be so necessary at any stage.

b) Institute reserves the right to withdraw this RFP if it is determined that such action is in its best interest.

c) Notwithstanding anything contained in this document, the Institute reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or cancellation.

d) The Institute reserves the right to reject any Proposal if:

(i) at any time, a material misrepresentation is made or uncovered, or

(ii) the Consultant does not provide, within the time specified by the Institute, the supplemental information sought by the Institute for evaluation of the Proposal.

e) The Institute, if not satisfied with the work performance of the Consultant, may terminate the Contract with 10 days' notice in advance. If the Consultant decides to quit the work, then he/she should give at least 30 days advance notice to the Institute.

13 **Acknowledgement by Consultant**

a) It shall be deemed that by submitting the Proposal, the Consultant has:

(i) made a complete and careful examination of the RFP document;

(ii) Received all relevant information requested from the Institute;
(iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Institute;

(iv) Acknowledged that it does not have a Conflict of Interest.

14. **Timelines**
The Consultant is expected to complete the assignment in no later than three months’ time, as per the following time schedule:

a) Completion and delivery of first 1/3rd of the Manual in soft copy – within first month after the award of work.

b) Completion and delivery of second 1/3rd of the Manual in soft copy – within second month after the award of work.

c) Final completion and delivery of the entire Manual in soft copy, duly incorporating feedback received from the Institute – within third month after the award of work.

15. **Payment**
The Consultant shall be paid on a lump sum basis for completion of the task within the given time frame. Payment of the consultancy fee would be scheduled as follows:

a) 30 per cent of the total value of contract on completion and delivery of first 1/3rd of the Manual in soft copy.

b) 30 per cent of the total value of contract on completion and delivery of second 1/3rd of the Manual in soft copy.

c) 40 per cent on the final completion and delivery of the entire Manual in soft copy, duly incorporating feedback received from the Institute.

16. **Subcontracting**
The Consultant shall not assign to others, in whole or in part, his/ her obligation to perform under the contract, except with the NID MP’s prior written consent.

17. **Penalty**
The Institute will charge penalty @ 2% of the rupee equivalent of the total order value for the delay in delivery of completed final document or the part thereof, beyond the timelines mentioned in the document, unless the same is waived by the competent authority against a valid reason.

18. **Force Majeure**
The Consultant shall not be liable for default or non-performance of the obligations under the contract, if it is caused by any reason or circumstances or occurrences beyond the control of
19. **Resolution of Disputes**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Proposal or in the discharge of any obligation arising under this Proposal (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be Bhopal.

20. **Jurisdiction**

In the event of any dispute not resolved amicably as enumerated above, Bhopal shall be considered as the place of execution of this contract arrangement and only courts in Bhopal alone shall have jurisdiction in the matter.
Annexure I

The Terms of Reference (the “TOR”) and the scope of the works are specified below.

21. **Background:**
   a) National Institute of Design, Madhya Pradesh (NID MP) currently offers Bachelor Degree in Design (B.Des.) program in Industrial Design, Textile and Apparel Design and Communication Design with Common Foundation program. The institute plans to commence Master Degree in Design (M.Des.), PhD Degree in Design, continuing education programs and MOOCs in future. The Institute intends to frame an Establishment and Administration Manual as a collection of rules, policies and procedures and companion of the Academic Regulations.

   b) This Manual shall provide formal notification and explanation of the Institute’s codes, regulations, policies, procedures and other information including composition of various bodies etc. These guidelines shall ensure that the Institute’s Act, Statutes, Regulations and policies are followed, with particular interest in academics, examinations, conduct, welfare and other aspects of the student experience.

22. **Objective:**
   The prime objective of the Consultancy is to prepare a comprehensive “Establishment and Administration Manual” for NID MP.

23. **Scope of Works:**
   a) This Manual should cover the following aspects:

   - Organisational Set-up
   - Categorization of posts and Pay Scales
   - Recruitment
   - Reservation in services for SC/ST/OBC/PC
   - Pre-appointment formalities
   - Probation/Confirmation
   - Seniority
   - Promotion
   - MACP Scheme
   - Conduct Rules
   - Disciplinary Action, Penalties and Appeal
   - Leave Rules
   - Training
   - Roles & Responsibilities of various officers and employees
Guidelines on Deputation within India and Abroad and maintenance of Lien

Resignation

Extension and Re-Employment

Guidelines on disposal of the representations of the employees on service matters/

Grievance Redressal Platforms etc

Media & PR Policy

Allotment of Residences Rules

Group Savings Linked Insurance Scheme

Facilities for in-service/ retired employees

Guidelines for maintenance of Personal Files/Service Books

Record Management

Right to Information Act 2005

ISO Certification

Guidelines on Joint Consultative Machinery of NID MP

Guest House Policy, Hostel Policy

Health Centre

Fee payable to the Advocates/Honorarium to the non-official members of various

Committees/ remuneration payable to various functionaries employed in connection with the

Examination/ Tests

Matters relating to Staff Member entitlements (such as advances of various types)

House building & Conveyance Advances

Guidelines on telephone facilities/ use of official cars / newspaper facilities/ Issuance of Brief

Case/Bag etc. to the eligible officers of NID MP

Reimbursement of tuition fee and hostel subsidy, Cash Handling Allowance, Staff Car, Use

of official vehicle for Private purpose

Expenditure incurred on Hospitality

Dak-Receipt, Registration and Distribution

Receipts-Submission and Diarisation

Office procedure

Forms and Procedure of Communication

Drafting of Communications

File Numbering System

Records Management

Checks on Delays

Inspections

Rajbhasha Cell

Celebration of National Events

Miscellaneous

Annexures- Forms & Formats
b) The Consultant can add topics after due approval of NID MP. The Consultant shall be required to work in close coordination of the Institute, and will be responsible for the following processes:

(i) Review of existing academic processes

(ii) Review of the academic guidelines, procedures, documentation

(iii) Discussion with various stakeholders dealing with matters to be covered in the Manual.

(iv) Develop draft Manual and share with the Institute to seek feedback before finalization.

(v) Preparation of final document and submission to the Institute.

24 Period of Services
The Consultancy contract will be for three months. However, this period may be extended on mutually acceptable terms.
ANNEXURE II

To
The Registrar, National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

Sub: Preparation of Establishment and Administration Manual for National Institute of Design, Madhya Pradesh

Sir

1. With reference to your advertisement and having examined the RFP Document and understood their contents, I hereby submit this proposal for the said post. My proposal is unconditional and unqualified.

2. I acknowledge that the Institute will be relying on the information provided in the RFP document for selection and I certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying this proposal are true copies of their respective originals.

3. I shall make available to the Institute any additional information it may find necessary or require to supplement or authenticate the proposal.

4. I acknowledge the right of the Institute to reject the proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I certify that I fulfill the qualification and experience as sought by the Institute.

6. I also certify that the proposal is valid for a period of 45 days from the date of opening of the Financial Proposal.

7. I further certify that no investigation by a regulatory Institute is pending against me.

Yours faithfully,

Date: (Signature and name of the Consultant) Address
Mobile No:
E-mail ID:
ANNEXURE III

Name of Consultant
Date of Birth & Age
PAN Number
Address for Communication

Key Qualification
Total Experience

Statement of some of the major assignments undertaken related to preparation of Courses and Manuals

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Client/Organization</th>
<th>Designation</th>
<th>Project Name</th>
<th>Key Task performed</th>
<th>Duration</th>
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<table>
<thead>
<tr>
<th>B</th>
<th>Specific details on assignments undertaken on Preparation of MANUAL for other clients/organizations</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<tr>
<th>D</th>
<th>Work Experience on projects related to educational institutions</th>
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<tr>
<td>2</td>
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</table>

Any additional information (Attach extra pages if required)

*The Consultant will submit self-certified copies of all documents as proof of educational qualification, experience, similar work etc along with the Technical Proposal.
**ANNEXURE IV**

Curriculum Vitae of the Consultant

<table>
<thead>
<tr>
<th>Name of Consultant</th>
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<tbody>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td>Summarize college/institute and other specialized education of Consultant, giving names of schools, dates attended, and degrees obtained</td>
</tr>
<tr>
<td>Membership in Professional Associations</td>
<td></td>
</tr>
<tr>
<td>Other Training</td>
<td></td>
</tr>
<tr>
<td>Countries of Work Experience</td>
<td></td>
</tr>
<tr>
<td>Languages</td>
<td>Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.</td>
</tr>
<tr>
<td>Employment Record</td>
<td>From: Date, to: Date, Employer:, Position Held:</td>
</tr>
<tr>
<td>Starting with present position, list in reverse order every employment held. For experience in last 15 years, also give types of activities performed and client references, where appropriate.</td>
<td></td>
</tr>
<tr>
<td>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned. Please also attach the sample work outputs and reports prepared by you.</td>
<td></td>
</tr>
<tr>
<td>Certification (if any)</td>
<td>I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary/legal action being taken by the Institute.</td>
</tr>
<tr>
<td></td>
<td>(signature with date)</td>
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ANNEXURE V

Financial Proposal

The Registrar, National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

Sub: Preparation of Establishment and Administration Manual for National Institute of Design, Madhya Pradesh

Sir

1. I the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ............... , and my Proposal (Financial Proposal).

2. My Financial Proposal is given below:

<table>
<thead>
<tr>
<th>Lump sum fees payable for completing the assignment</th>
<th>(in figures) Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in words) Rupees</td>
<td></td>
</tr>
</tbody>
</table>

*The Fees payable are exclusive of GST. However, It should include two visits to the Institute per month.

* The Lump-sum fees quoted shall be taken into account for Financial evaluation.

3. My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.

4. No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

5. I undertake that, in competing for (and, if the award is made to me, in executing) the above contract, I will strictly observe the laws against fraud and corruption in force in India and indemnify, protect and save NID MP against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items/content/ information supplied by me.

6. I understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Date: (Signature and name of the Consultant)

Address Mobile No: E-mail ID:

Date: