

Terms of Reference (TOR)

For

Development of a biodiversity game prototype to improve the understanding about biodiversity and its significance among school children: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project

<p>Summary</p>	<p>Awareness generation, sensitising and capacity building of children on biodiversity and its significance is an important step in promoting biodiversity conservation and mainstreaming. One of the simple, yet effective means for the same is through building the principles of biodiversity conservation and its need into a popular board game. Engaging with the young minds at an early stage will help to mainstream biodiversity conservation much more effectively. The intended audiences are community members, senior citizens and local schools (as an awareness and educational resource).</p>
<p>Description of the assignment, expected outcomes</p>	<p>The scope of work is divided into two parts:</p> <ol style="list-style-type: none"> 1. The winning bidder will design and develop the game 2. The winning bidder will undertake 3-4 iterations (through public testing) of the game 3. The winning bidder will design and print the final version of the game and share 2 hard copies and all print ready files of the game with ICLEI South Asia
<p>Concrete deliverables expected</p>	<ol style="list-style-type: none"> 1. Develop a fully functional board game on biodiversity conservation 2. Provide all print ready files, data etc and 2 hard copies of the final game to ICLEI South Asia
<p>Location and deadlines</p>	<p>Deadlines:</p> <ol style="list-style-type: none"> 1. Development of the first draft of the game - Within 3 weeks from award of work 2. Undertaking three or four iterations of the game, through public testing- Within 12 weeks from award of work 3. Submission of the final game (two hard copies with all necessary branding etc)- Within 14 weeks from award of work 4. Handover of the completed project data, source code and print friendly files to ICLEI South Asia- Within 15 weeks from award of work
<p>Payment schedule</p>	<p>30% of total work value on signing of work order, and submission of invoice</p>

	<p>20% of total work value on submission and approval of first draft of the game and submission of invoice</p> <p>30% of submission of final game (two hard copies with all necessary branding etc) and submission of invoice.</p> <p>20% of total work value on handover of the completed project data, source code and print friendly files and assets to ICLEI South Asia and submission of invoice.</p>
<p>Time frame</p>	<p>Publication of tender on ICLEI SA Website : 23rd pril 2024</p> <p>Last date of acceptance of proposals: 3rd May 2024</p> <p>Date of announcement of successful bidder: 7th May 2024</p> <p>Issue of work order to winning bidder: 8th May 2024</p> <p>Development of the first draft of the game - Within 3 weeks from award of work</p> <p>Undertaking three or four iterations of the game, through public testing- Within 12 weeks from award of work</p> <p>Submission of the final game (two hard copies with all necessary branding etc)- Within 14 weeks from award of work</p> <p>Handover of the completed project data, source code and print friendly files to ICLEI South Asia- Within 15 weeks from award of work (within 16th August 2024)</p>
<p>Contact</p>	<p>Dr Monalisa Sen, Senior Programme Coordinator (Biodiversity), ICLEI South Asia, C-3, Green Park Extension, New Delhi-110016, India Tel: +91-11-49747200 Fax: +91-11-49747201 Email: monalisa.sen@iclei.org Website: http://southasia.iclei.org/</p>

Annexure I: Bidders Eligibility Criteria and List of Required Documents

(A) Bidder Eligibility Criteria

➤ **Technical requirements**

Individuals, Private company (registered under Companies Act), Public Sector entity and NGOs (registered) are welcome to apply.

○ *Preferred Qualifications of the Bidder :*

- a) Must have adequate qualification and experience in development of board games on biodiversity conservation and climate change. The bidder should submit documentary evidence of similar work carried out in the last 5 years.
- b) Should not be black listed/ penalised by any Government authority.
- c) In case of use of a patented technology, bidder should have taken clearance/approval from patent holder. No infringement of patent and IPR will be entertained.

➤ **Financial requirements**

- a) The bidder (if a firm) should possess a valid GST registration.
- b) The bidder must be registered with Income tax department and should produce Income Tax clearance certificate/income tax return details of previous three financial years
- c) The bidder (if an individual) should possess a valid PAN card.

(B) Documents to be submitted by participating bidders

➤ **Technical Bid**

The Technical bid should provide the following information/ documents

- a) Organisation profile/ individual profile, as applicable
- b) Registration certificate of the organisation, if applicable
- c) Previous work orders of similar projects that the bidder has undertaken in the last 5 years
- d) Detailed Approach and Methodology for undertaking the current assignment
- e) The Proposals/ bid documents must be duly signed by the authorised representative/ signatory on each page and stamped as detailed below. This shall not contain any alternative items or suggestions, comments or conditions:
 - i. By the partner holding the Power of Attorney in case of a partnership firm / limited liability partnership (A certified copy of the Power of Attorney shall accompany the proposal)

- ii. By the proprietor in case of a proprietary firm; by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal)
- iii. By the authorized representative of the Member in Charge in case of Joint Venture / consortium (a certified copy of Board Resolution/Power of Attorney indicating the representative shall accompany the Proposal).

➤ **Financial Bid:**

The Financial bid should provide the following information/ documents:

- a) A detailed BoQ budget.
- b) Copy of GST registration certificate, if applicable
- c) Audited balance sheets of previous three financial years, if applicable
- d) Income tax return details of last three financial years
- e) The Financial bid shall be inclusive of all the costs including taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the financial bid should be prepared in INR.
- f) The total amount indicated in the financial bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the financial bid, it shall be considered non-responsive and liable to be rejected.
- g) In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.
- h) A copy of valid Pan Number
- i) Registration papers of the firm, if applicable

Please note:

- a) The bidder shall acquaint with the work and working conditions at site and locality. No claim shall be entertained on this issue after the bid has been submitted.
- b) All or any accessories/consumables/items required for satisfactory commissioning of the study/work shall be deemed to be included in the contract and shall be provided by the bidder without extra charges

Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification. The bidder shall produce, original documents for cross verification as and when requested by ICLEI South Asia. Each page of all the documents mentioned above as well as technical and price bid documents shall be duly signed by bidder.

(C) Bid Submission

- The Terms of Reference (ToR) shall be downloaded free of cost from the ICLEI South Asia website
- The bid document shall be submitted by bidders through email to the below mentioned email ID on or before 3.5. 2024:

monalisa.sen@iclei.org

- The bidder shall also submit 3 sets of hard copies of the bid documents to the address as mentioned below:

Dr Monalisa Sen,
Senior Program Coordinator (Biodiversity),
ICLEI South Asia,
C-3, Green Park Extension, New Delhi-110016, India
Tel: +91-11-49747200 Fax: +91-11-49747201
Email: monalisa.sen@iclei.org
Website: <http://southasia.iclei.org/>

The hard copy of bid document shall reach to the above mentioned address not later than 3 days from the last date of submission of bid document, provided the bid has been submitted through email before the due date of submission

- The Bid shall be submitted in two parts, viz.
 - Envelop I: Technical Bid;
 - Envelop II: Financial Bid; and
 - both the Envelops I & II to be placed and sealed inside Envelope III
- Envelop I: sealed and shall be super scribed as:

Part A: Technical bid for

“Development of a biodiversity game prototype to improve the understanding about biodiversity and its significance among school children: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project”

- Envelop II: sealed and shall be super scribed as:

Part B: Financial bid for

“Development of a biodiversity game prototype to improve the understanding about biodiversity and its significance among school children: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project”

- Envelop III: sealed and shall be super scribed as:

“Development of a biodiversity game prototype to improve the understanding about biodiversity and its significance among school children: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the

mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project”

- The bid shall be valid for a period of 60 days from the date of submission of bid document
- A bidder shall submit the bid documents that satisfies each and every condition laid down in this notice, failing which, the bid will be liable to be rejected by ICLEI South Asia
- In case the bidder wishes to sub-contract part of his deliverables, the final responsibility of delivery and performance solely lies with the bidder

Annexure II: Contract Terms

1 Specific conditions of contract

1.1 Contractor to study conditions:

- The bidder shall be deemed to have carefully examined the work and site conditions'. In this regard, he/she will be given necessary information to the best of knowledge of ICLEI South Asia but without any guarantee to it.
- If he/she shall have any doubt as to the meaning of any portions of these general contract terms, or the scope of the work, or any other matter concerning the contract, he/she shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the point of contact, as given in this TOR, by email in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to the tender conditions in the absence of such authentic pre clarification.

2 General conditions of contract

- 2.1 The bidder shall address all aspects of the proposed outputs and deliverables mentioned in this TOR
- 2.2 The comments and suggestions provided by the bidder on the TOR are not binding and shall not affect the financial proposal
- 2.3 It should be noted that the project is being implemented by ICLEI South Asia and hence instructions to bidders will be given by ICLEI South Asia. ICLEI South Asia will be overall in-charge for all the works that would be executed under the present scope of work
- 2.4 The bidder shall also obtain necessary permission, from concerned government departments related to the work/data collection if deemed necessary, in coordination with ICLEI South Asia.
- 2.5 The bidder must have successfully implemented some similar projects
- 2.6 While all efforts have been made to avoid errors in the drafting of the documents, the service provider is advised to check the same carefully. No claim on account of any errors detected in the documents shall be entertained.
- 2.7 Technical Bids will be opened first. After a thorough technical evaluation in line with the eligibility criteria as mentioned aforesaid, commercial bids will be opened.
- 2.8 On opening of commercial bid, further detailed scrutiny / evaluation will be carried out. During the evaluation of commercial bids, the documents furnished by the tenderers will be scrutinized in detail. The commercial bid of only those tenderers who have qualified during the scrutiny and technical evaluation will be opened subsequently.
- 2.9 Intending tenderers may inspect the site before submitting the tenders, with the prior permission of ICLEI South Asia.
- 2.10 ICLEI South Asia is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 2.11 ICLEI South Asia also reserves the right to alter the scope/or reduce the quantum of work before issue of work order and the tenderer shall not have any claim whatsoever on this account.
- 2.12 ICLEI South Asia reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 2.13 Canvassing directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 2.14 On concluding the tender, a work order shall be issued to the successful bidder.
- 2.15 The bidder will need to secure all statutory clearances.

3 Tender Evaluation & Bid Assessment

- 3.1 The bids received will be scrutinized and evaluated by ICLEI South Asia. The decision shall be informed to the winning bidder.

4 Award of contract:

- 4.1 Detailed Work Order will be issued to winning bidder within 1 day of announcing the winning bidder
- 4.2 The winning bidder is to forward the signed and sealed work order to ICLEI at the earliest or not more than 7 (seven) days of issue of work order
- 4.3 In case the winning bidder fails to indicate his intent to undertake the said work within the stipulated time of 7 (seven) days and observe the formalities as above, the Letter of Intent will be cancelled and the next bidder will be finalised by ICLEI South Asia.

5 Compensation for delay

- 5.1 Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order
- 5.2 If the bidder, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, ICLEI South Asia shall without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, to forfeit the balance payment depending on the status of work, and to cancel the Work Order.

6 Extension of date of completion

On occurrences of any events causing delay as stated hereunder, the bidder shall intimate immediately in writing to ICLEI South Asia-

6.1 Force Majeure:

- Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- Political upheaval, strikes, lockouts, acts of any Government (domestic/foreign) including but not limited to war, properties, and quarantine embargoes.

8. Governing laws

The entire assignment shall be governed by Indian statutes, laws and regulations.

9. Changes in work/law

If there is any change in the scope and/or nature of work, during the execution of this order because of change in Indian government's statutes/rulings/regulations/orders/laws, an adjustment in terms including but not limited to prices, deliveries, etc., the terms of the order shall be negotiated. Supplier is not obliged to proceed with the changes until Supplier has received the Purchaser's written approval of the proposed changes as well as adjustments, if any in terms of the order.

10. Arbitration

In case of any disputes/differences between the parties, the matter will be subjected to resolution through amicable talks. In case of failure to resolve amicably, matter will be subjected to arbitration. Dispute will be subjected to jurisdiction of courts in New Delhi.

11. Compliance with laws

Supplier undertakes to comply with all relevant legal provisions, rules and regulations.

12. Secrecy

All the information such as drawings, designs, manuals, etc., to be supplied by Supplier under this Agreement shall be treated as confidential information.

13. Liability of Service Provider

- Subject to the limit of liability, the winning bidder (service provider) shall indemnify and hold harmless ICLEI South Asia and its employees against any liability, claims, losses, or damages sustained by it or them by reason of any breach of contract, wrongful act, or negligence by Service Provider or any of its employees engaged in the operation of the services to ICLEI South Asia. Vendor shall be held responsible and shall indemnify and hold harmless ICLEI South Asia, and all its employees, personnel, etc for any behavioural issues of service providers employees in ICLEI South Asia premises including but not limited to harassment of women, children, local public, contractors, agencies, etc in ICLEI South Asia premise.
- Service provider is responsible for all liabilities arising out of any damages caused to ICLEI South Asia property.

14. Materials/Appliance at site

- a. ICLEI South Asia does not undertake any responsibility for supply of any materials/ equipment/ Appliance/ tool for site analysis to the bidder
- b. All materials/ equipment/ tools brought to site by the bidder shall be the responsibility of the bidder. ICLEI South Asia shall extend help as and when approached by the bidder to keep any materials/ equipment/ Appliance/ tool, however not liable for any loss, theft or damage due to fire or other cause, the responsibility for which shall lie entirely on the bidder.

5. Final Inspection of Work

- a. ICLEI South Asia shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the bidder that the work is completed and ready for acceptance.
- b. At the time of such inspection ICLEI South Asia shall inform the bidder in writing as to the particular concerns to be remedied before final acceptance can be made