

**Request for Proposal  
for  
Appointment of Audit Firm to undertake Financial Audit  
of  
UrbanShift Country Project**

**(Livable Cities in India: Demonstrating Sustainable Urban Planning and Development through  
Integrated Approaches)**

**June 25, 2024**

**Published by:**



**National Institute of Urban Affairs**  
1st Floor, Core 4B, India Habitat Centre,  
Lodhi Road, New Delhi- 110 003

### **Disclaimer**

The information contained in this document or subsequently provided to agencies, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of their representatives, employees or advisors (collectively referred to as "NIUA Representatives"), is provided to agencies on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

The purpose of this document is to provide interested parties with information to assist in the formulation of their Proposal for Selection pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this Document do not purport to contain all the information that each Agency may require. This 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 document. The assumptions, assessments, information and statements contained in this document may not be accurate, adequate and complete and each Agency should conduct its own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this Document, and obtain independent advice from appropriate sources.

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

The NIUA (in consultation with the concerned Committee and Director) may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document or cancel this process.

## Letter of Invitation

RFP No. NIUA/GEF\_LCI/P: 72

New Delhi

June 05, 2024

Dear Sir/ Madam,

1. The National Institute of Urban Affairs (NIUA) (hereinafter called "Client") has been designated as the Project Management Unit (PMU) for the implementation a UNEP-supported, GEF7-funded project titled **UrbanShift (Livable Cities in India: Demonstrating Sustainable Urban Planning and Development through Integrated Approaches)**. The project aims to transform Indian cities through integrated urban planning, which would lead to reducing GHG emissions, air pollution and congestion, protecting and conserving ecologically sensitive areas by building capacity of state and city authorities. The objective of the project is to demonstrate low emissions, resilient, nature-based inclusive, sustainable urban development in selected cities and support scale-up nationally. The project would provide technical assistance and investment for undertaking the following activities in the target cities (Pune & Surat) and the replication cities (Agra & Puducherry):

- Evidence-based sustainable and integrated planning;
- Investments in low emissions, resilient, Nature-based Solutions (NbS) and mobility;
- Innovative financing solutions for cities; and
- Knowledge management and capacity development: Knowledge products, good practices and tools would be made available to national, state and city authorities as well as other stakeholders through the National Urban Learning Platform (NULP).

The project will also focus on enabling gender mainstreaming practices and processes through the inclusion of gender expertise, stakeholder consultations with women, adoption of gender-responsive planning and budgeting processes and mandatory gender assessment of all urban development projects.

With this background, NIUA now invites proposals from Consultant through an open RFP to undertake Financial Audit of the UrbanShift Country Project. The objective of the financial audit is to obtain an independent and professional opinion from the Audit firm on the financial statements of various deliverables and activities of the UrbanShift Country Project.

2. Further details of the Services are provided in the Terms of Reference (TOR).
3. The RFP include the following Sections:
  - Section I - Instructions to Consultants (ITC)
  - Section II - Data Sheet
  - Section III - Evaluation and Qualification Criteria
  - Section IV - Bidding Forms
  - Section V – Terms of Reference
  - Section VI – Contract Forms
    - Form of Contract
    - General Conditions of Contract (GCC)
    - Special Conditions of Contract (SCC)

4. The RFP shall be published on the GeM portal and is free of cost for download.
5. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal.
6. **The method of selection for all the above-mentioned outputs is Least-cost Selection (LCS) with a ceiling amount of INR 8,00,000/- (Rupees Eight Lakh only), including all taxes. The minimum fees that can be quoted is INR 3,00,000/- (Rupees Three Lakh only), inclusive all taxes. Bids exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered.** Additional details are provided in **Section III: Evaluation and Qualification Criteria** of this RFP Document.
7. **Any queries in relation to the bid process shall be sent to email ID: [procurement@niua.org](mailto:procurement@niua.org) and [urbanshift@niua.org](mailto:urbanshift@niua.org), before 09.07.2024, 17:00 hrs IST, and will be responded to by 16.07.2024.**
8. **The Proposal submissions (both technical and financial) must be uploaded on the Government e-Market (GeM) portal by 26.07.2024, 17:00 hrs IST. Submissions received on the Government e-Market portal (GeM) will only be accepted.**
9. The Consultants will be required to make a presentation of the Technical Proposal submitted by them during the technical evaluation stage.
10. The issue of the RFP does not imply that the NIUA is bound to select bid(s), and it reserves the right without assigning any reason to:
  - reject any or all of the bids, or
  - cancel the tender process; or
  - abandon the procurement process; or
  - issue another bid for identical or similar work.

Yours sincerely,

Director  
National Institute of Urban Affairs (NIUA)

## Section I - Instructions to Consultants (ITC)

### A. General Provisions

#### 1 Definitions

- 1.1 "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2 "**Applicable law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 1.3 "**Bidder/Consultant**" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.4 "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- 1.5 "**NIUA**" means National Institute of Urban Affairs (NIUA).
- 1.6 "**Contract**" means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents like the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices.
- 1.7 "**Consortium**" means an association of two or more companies or organisations (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 1.8 "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- 1.9 "**Day**" means a calendar day.
- 1.10 "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
- 1.11 "**Externally Aided Projects**" are projects/works supported by financial (loans, credits, grants, etc.) and/or technical assistance from multilateral agencies, bilateral agencies, international trust funds and/or International Financial Institutions such as JICA, French Development Agency, GIZ, KfW, World Bank, IFC, GEF, etc.
- 1.12 "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the lead member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.13 "**Key Expert(s)**" means an individual professional provided by the Consultant or its Subconsultant, whose skills, qualifications,

knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal.

- 1.14 **"ITC"** (this Section I of the RFP) means the Instructions to Consultants that provide the Consultants with all information they need to prepare their Proposals.
- 1.15 **"LOI"** means the Letter of Invitation being sent by the Client to the Consultants.
- 1.16 **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.17 **"Proposal"** means the Technical Proposal and the financial Proposal of the Consultant.
- 1.18 **"RFP"** means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- 1.19 **"Services"** means the consulting services work to be performed by the Consultant pursuant to the Contract.
- 1.20 **"Subconsultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- 1.21 **"TORs"** (this Section V of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.

## 2 Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for the Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultant should take into account the Applicable law in preparing their Proposals. They may attend a pre-Proposal conference if one is specified in the **Data Sheet**. Attending any such pre-Proposal conference is optional and is at the Consultant's expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal if specified in the **Data Sheet**.

**3 Conflict of interest**

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

**3.3.1 Conflicting activities**

- 3.3.1.1 Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**3.3.2 Conflicting assignments**

- 3.3.2.1 Conflict among consulting assignments: a Consultant (including its Experts and Subconsultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**3.3.3 Conflicting relationships**

- 3.3.3.1 Relationship with the Client's staff: a Consultant (including its Experts and Subconsultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner

acceptable to NIUA throughout the selection process and the execution of the Contract.

**4 Unfair competitive advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over other competing Consultants.

**5 Corrupt and fraudulent practices**

5.1 Client's Anti-corruption Policy requires Consultants, Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Client

a. defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material from the Client's investigation; (b) making false statements to investigators in order to materially impede Client's investigation; (c) failing to comply with requests to provide information, documents, or records in connection with investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding Client's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates Client's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of



sanctions, retaliation against whistle-blowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

- b. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract.

- 6 **Eligibility**
  - 6.1 Government officials and civil servants are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with the applicable law, and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and (iii) their hiring would not create a conflict of interest.

**B. Preparation of Proposals**

- 7 **General considerations**
  - 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8 **Cost of preparation of Proposal**
  - 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 9 **Language**
  - 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 10 **Documents comprising the Proposal**
  - 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
  - 10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal, if awarded, Contract execution.
- 11 **Only one Proposal**
  - 11.1 The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a Subconsultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal.
- 12 **Proposal validity**
  - 12.1 The **Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

12.4 Extension of validity period

12.4.1 The Client will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.4.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.4.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

12.5 Substitution of Key Experts in case of extension of validity period

12.5.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.5.2 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

12.6 Subcontracting

12.6.1 The Consultant shall not subcontract the Services unless otherwise mentioned in the **Data Sheet**.

**13 Clarification and amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client

deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 13.1.1 At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on NIUA website and will be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
    - 13.1.2 If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
  - 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14 Preparation of Proposals – Specific consideration**
  - 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
    - 14.1.1 If a Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture or Consortium, it may do so if permitted in **Data Sheet**.
    - 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the Services, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
    - 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the financial Proposal will be rejected.
    - 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the financial Proposal shall not exceed this budget.
- 15 Technical Proposal format and content**
  - 15.1 The Technical Proposal shall not include any information regarding the Financial Proposal. A Technical Proposal containing any information regarding the Financial Proposal shall be declared non-responsive.
    - 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
    - 15.1.2 Variations are not allowed.

- 15.2 The Technical Proposal shall be prepared using the standard forms provided in Section IV of the RFP.
- 16 Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the standard forms provided in Section IV of the RFP.
- 16.2 Taxes
- The Financial Proposal should clearly estimate, the taxes, duties, fees, levies and other charges imposed under the Applicable law, on the Consultants, the Subconsultants, and their Experts, as stated in the **Data Sheet**. The Consultant and its Subconsultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes is provided in the **Data Sheet**.
- 16.3 Currency of Proposal
- The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the local currency.

### C. Submission, Opening and Evaluation

- 17 Submission, sealing and marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising of all the documents and forms. If authorised in the **Data Sheet**, the Consultant may submit the Proposal electronically.
- 17.2 An authorised representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorisation shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 17.4 The signed Technical and Financial Proposals shall be marked "**ORIGINAL**", and its copies marked "**COPY**" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL, [Name of the Services]**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**".
- 17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL, [name of the Services]**", reference number, name and address of the

Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18 Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/ or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

## **19 Opening of Technical Proposals**

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorised representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal;

- (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20 Proposals evaluation**
- 20.1 Subject to provision of Sub-Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21 Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22 Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23 Public opening of financial Proposals (for Quality and Cost Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-cost Selection (LCS) methods)**
- 23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score) that their financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.
- 23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

- 24 Correction of errors**
- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.
- 24.2 Time-based Contracts
- In the case of a time-based Contract, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-sum Contracts
- In the case of a Lump-sum Contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net or inclusive of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (form FIN-1) shall be considered as the offered price.
- 25 Taxes**
- 25.1 The Financial Proposal shall include/ exclude taxes and duties in accordance with the instructions in the **Data Sheet**.
- 26 Conversion to single currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27 Combined quality and cost evaluation (for QCBS, FBS, and LCS methods)**
- 27.1 In the case of Quality and Cost-based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 27.2 In the case of Fixed Budget Selection (FBS), those Proposals that exceed the budget indicated in Sub-Clause 14.1.4 of the Data Sheet shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.
- 27.3 In the case of Least-cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those

consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**28 Abnormally low financial Proposal**

28.1 In case of abnormally low Financial proposal, the Client shall require the Consultants to produce detailed price analysis for any or all items of the financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TORs). Notwithstanding provisions of Sub-Clause ITC 24.1 which shall not apply, if inconsistencies are evidenced, the Financial Proposal shall be declared non-compliant and rejected.

**D. Negotiations and Award**

**29 Negotiations**

29.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

29.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorised representative.

29.3 Availability of Key Experts

29.3.1 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

29.3.2 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.

29.4 Technical negotiations

29.4.1 The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalising the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

29.5 Financial negotiations



29.5.1 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

29.5.2 If the selection method included cost as a factor in the evaluation, the total price stated in the financial Proposal for a lump-sum Contract shall not be negotiated.

29.5.3 In the case of a time-based Contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

**30 Conclusion of negotiations**

30.1 The negotiations are concluded with a review of the finalised draft Contract, which then shall be initialled by the Client and the Consultant's authorised representative.

30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30.3 The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

**31 Award of Contract**

31.1 After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

31.2 The Consultant is expected to commence the Services on the date and at the location specified in the **Data Sheet**.

## Section II – Data Sheet

<b>A. General</b>	
ITC 1.2	<b>Applicable law:</b> Indian
ITC 2.1	<p><b>Name of the Client:</b> National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003</p> <p><b>Method of selection:</b> The method of selection is <b>Least-cost Selection (LCS) with a ceiling amount of INR 8,00,000/- (Rupees Eight Lakh only), inclusive of all taxes. The minimum fees that can be quoted is INR 3,00,000/- (Rupees Three Lakh only), inclusive all taxes. Bids exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered.</b></p> <p><b>Type of Contract:</b> Lumpsum Contract</p>
ITC 2.2	The name of the Services is <b>Appointment of Audit Firm for Financial Audit of UrbanShift Country Project (Livable Cities in India: Demonstrating Sustainable Urban Planning and Development through Integrated Approaches)</b>
ITC 2.3	<b>No pre-proposal conference will be held.</b>
ITC 2.4	<b>The Client will not provide any inputs, project data, reports, etc. to facilitate the preparation of the Proposals.</b>
ITC 3.3	<b>Not Applicable</b>
ITC 4.1	<b>Not Applicable</b>
<b>B. Preparation of Proposals</b>	
ITC 9.1	<p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchanges and documents shall be in English language.</b></p> <p><b>ALL PAGES OF THE PROPOSAL SHOULD BE NUMBERED.</b></p>
ITC 10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>The Technical Proposal:</u></b></p> <ol style="list-style-type: none"> <li>(1) Technical Proposal Submission Form (<b>TECH – 1</b>)</li> <li>(2) Power of Attorney (<b>TECH – 2</b>)</li> <li>(3) Format for Affidavit Certifying that Entity is not Blacklisted (<b>TECH – 3</b>)</li> <li>(4) Bidder Information Form (<b>TECH – 4</b>)</li> <li>(5) Financial Information: Average Annual Turnover (<b>TECH – 5.1</b>)</li> <li>(6) Financial Information: Net Worth (<b>TECH – 5.2</b>)</li> <li>(7) Similar/ relevant projects/ assignments (<b>TECH – 6</b>)</li> <li>(8) Technical Proposal (<b>TECH – 7</b>)</li> <li>(9) Curriculum Vitae (<b>TECH – 8</b>)</li> </ol> <p><b>AND</b></p> <p><b><u>The Financial Proposal:</u></b></p> <ol style="list-style-type: none"> <li>(1) Financial Proposal submission form (<b>FIN-1</b>)</li> </ol>
ITC 11.1	<b>Participation of Key Experts in more than one Proposal is not permissible.</b>

ITC 12.1	Proposals must remain valid for 90 calendar days after the Proposal submission deadline.
ITC 13.1	Clarifications may be requested no later than 09.07.2024 on email: <a href="mailto:procurement@niua.org">procurement@niua.org</a> , with a copy marked to <a href="mailto:urbanshift@niua.org">urbanshift@niua.org</a>
ITC 14.1.1	Joint-Venture (JV)/ Consortium is not allowed.
ITC 14.1.2	Not Applicable
ITC 14.1.3	Not Applicable
ITC 14.1.4 & 27.2	Not Applicable
ITC 16.2	<p><b>1. Permanent establishment in the Client's country:</b></p> <p>The law of the India does not authorise the bidder to perform the Contract without having a permanent establishment in India.</p> <p><b>2. Taxation:</b></p> <p>The Consultant's Financial Proposal shall be inclusive of all taxes, duties and fees.</p>
ITC 16.3	The Financial Proposal shall be stated in the following currency: INR
<b>C. Submission, Opening and Evaluation</b>	
ITC 17.1	The Consultants should submit an electronic copy of Technical and Financial Proposal on the Government e-Market (GeM) portal as per the format specified on the portal.
ITC 17.2	The Consultant should submit a Power of Attorney authorising a representative of the Bidder to sign the original submission letter (in the required format) and initial all pages for the Technical Proposal and the Financial Proposal. The Power of Attorney shall be attached to the Technical Proposal.
ITC 17.4	<p>The Consultant must submit:</p> <p>All bid submissions (both technical and financial) have to be mandatorily submitted on Government e-Market (GeM) portal as per the specified format.</p> <p><b><u>ONLY THE SUBMISSIONS RECEIVED THROUGH GOVERNMENT E-MARKET PORTAL (GeM) WILL BE ACCEPTED.</u></b></p>
ITC 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 26.07.2024</p> <p>Time: 17:00 hrs IST</p>

ITC 19.1	<p>The opening of the Technical Proposal shall take place at: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi- 110 003.</b></p> <p><b>The online opening procedure of the Technical Proposal will be on GeM Portal.</b></p> <p>The date for Technical Proposal presentation shall be intimated to eligible bidders later.</p>
ITC 19.2	Any Technical Proposal which does not have a signed submission form or is not accompanied with a written Power of Attorney (PoA), according to Sub-Clause 17.2 of the ITC, will not be considered.
ITC 21.1	<p><b><u>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</u></b> As per Section III - Evaluation and Qualification Criteria</p>
ITC 22.1	<b>Not Applicable</b>
ITC 23.1	<p>The opening of the Financial Proposal shall take place at: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi- 110 003.</b></p> <p><b>The online opening procedure of the Financial Proposal will be on GeM Portal.</b></p>
ITC 25.1	The Financial Proposal shall include all applicable taxes.
ITC 26.1	<b>Not Applicable.</b>
ITC 27.3	The Client will select the Consultant with the lowest evaluated total price among those consultants that have achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations</b>	
ITC 29.1	<p><b>Expected date and address for Contract negotiations and signing:</b></p> <p>Date: <b>To be intimated later</b></p> <p>Address: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003</b></p>
ITC 31.2	<b>Expected date for the commencement of the Services: On signing of the contract</b>

**Section III – Evaluation and Qualification Criteria****Pre-qualification criteria**

<b>S. No.</b>	<b>Parameter</b>	<b>Criteria</b>	<b>Documents Required</b>
1.	Company Profile	<p>The bidder should be a COMPANY registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, with at least one full-time Fellow Chartered Accountant (FCA) Partner/FCA Sole Proprietor with a registered office in Delhi.</p> <p>The bidder should be operational in India for at least last <b>10 financial years</b> as of 31<sup>st</sup> March 2023.</p> <p>The bidder must be empanelled with the Comptroller &amp; Auditor General (C &amp; AG) of India, New Delhi.</p> <p>Registered with the Income Tax Authorities.</p> <p>Registered with GST Network.</p> <p><b>Joint venture (JV)/ Consortium is not allowed.</b></p>	<p>Copy of certificate of incorporation/ registration under the Company's Act; or Partnership deed.</p> <p>Copy registration certificate with ICAI.</p> <p>Documents supporting name change (if any) should also be submitted.</p> <p>Copy of Empanelment letter issued by C &amp; AG office.</p> <p>Copy of PAN Card</p> <p>Copy of GST Registration Certificate</p>
2.	Turnover	<p>The bidder should be having a <b>positive net worth</b> and an average annual turnover of at least <b>INR 32 Lakh in previous three financial years</b> (FY2020-21, 2021-22 &amp; 2022-23) from consultancy services in India.</p>	<p>Certified by the Statutory Chartered Accountant (another auditing firm) as per format enclosed in Form <b>TECH - 5.1 &amp; TECH - 5.2.</b></p>
3.	Blacklisting	<p>As on last date of submission of the Proposal, the bidder should not be blacklisted by any government agency in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.</p>	<p>Self-Certified undertaking by the authorised signatory as per format enclosed in Form <b>TECH – 3.</b></p>
4.	Similar/ relevant projects/ assignments	<p>The bidder in its last <b>5 years of experience</b> should have completed financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc. of</p> <ul style="list-style-type: none"> <li>at least <b>03 externally aided projects</b> with an outlay/ budget of <b>INR 05 =&lt; 10 Crore</b>, inclusive of all taxes.</li> </ul> <p>OR</p>	<p>a. Copy of Contract/ Work Order/ Agreement/ other documents clearly mentioning the scale (contract value) of the audited project.</p> <p>b. Completion Certificate from Client with relevant information like name of</p>

		<ul style="list-style-type: none"> <li>• at least <b>02 externally aided projects</b> with an outlay/ budget of <b>INR 10 =&lt; 15 Crore</b>, inclusive of all taxes.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• at least <b>01 externally aided project</b> with an outlay/ budget of <b>INR &gt; = 15 Crore</b>, inclusive of all taxes.</li> </ul>	<p>the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> <p><b>Note: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as the proof of completing the said assignment.</b></p>
--	--	--	--

**If the above-mentioned Pre-qualification Criteria are not satisfied, then the Technical Proposal will not be evaluated.**

**TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER**

S. No.	Description	Maximum Marks								
<b>1</b>	<b>FIRM CREDENTIALS</b>									
A	<p><b>The bidder in its last 5 years of experience should have completed financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc., of externally aided projects with an outlay of at least INR 05 crore (Rupees Five Crore only), inclusive of all taxes.</b></p> <p><b>The marks will be awarded as under:</b></p> <table border="1"> <thead> <tr> <th>No. of Externally Aided Projects audited</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 5</td> <td>30</td> </tr> <tr> <td>4 - 5</td> <td>20</td> </tr> <tr> <td>3</td> <td>10</td> </tr> </tbody> </table> <p><b>Bidder with less than 3 such assignments will get zero (0) marks.</b></p> <p><b>Supporting documents required –</b></p> <ol style="list-style-type: none"> <li>Copy of Contract/ Work Order/ Agreement/ other documents clearly mentioning the outlay of the audited project.</li> <li>Completion Certificate from Client with relevant details like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</li> </ol> <p><b>Note: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as the proof of completing the said assignment.</b></p>	No. of Externally Aided Projects audited	Marks	More than 5	30	4 - 5	20	3	10	30*
No. of Externally Aided Projects audited	Marks									
More than 5	30									
4 - 5	20									
3	10									
B	<p><b>Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</b></p> <ul style="list-style-type: none"> <li><b>Team Lead/ Senior Auditor (1 no.)</b> –Team Lead/ Senior Auditor should have experience of conducting financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc.</li> </ul>	70*								

	<p><b>Minimum Qualification:</b> Fellow Chartered Accountant (FCA) registered with ICAI.</p> <p><b>Post-qualification Experience:</b></p> <table border="1"> <tr> <td>Morethan20years</td> <td>30 marks</td> </tr> <tr> <td>16 – 20years</td> <td>20 marks</td> </tr> <tr> <td>10-15years</td> <td>10 marks</td> </tr> <tr> <td>Lessthan10years</td> <td>00 marks</td> </tr> </table> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/entity and should be employed with the bidder for a minimum of 2 years. S/he would be the nodal person for this assignment.</p> <p><b>40 Marks (10 marks for qualification and 30 marks for experience)</b></p> <ul style="list-style-type: none"> <li><b>Team Members (3 no.)</b> – The team members should have experience of conducting financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc.</li> </ul> <p><b>Minimum Qualification:</b> Fellow Chartered Accountant (FCA) registered with ICAI.</p> <p><b>Post-qualification Experience:</b></p> <table border="1"> <tr> <td>More than 7 years</td> <td>07 marks</td> </tr> <tr> <td>5 - 6 years</td> <td>05 marks</td> </tr> <tr> <td>Up to 5 years</td> <td>03 marks</td> </tr> </table> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/entity.</p> <p><b>10 Marks for each team member (3 marks for qualification and 7 marks for experience)</b></p>	Morethan20years	30 marks	16 – 20years	20 marks	10-15years	10 marks	Lessthan10years	00 marks	More than 7 years	07 marks	5 - 6 years	05 marks	Up to 5 years	03 marks	
Morethan20years	30 marks															
16 – 20years	20 marks															
10-15years	10 marks															
Lessthan10years	00 marks															
More than 7 years	07 marks															
5 - 6 years	05 marks															
Up to 5 years	03 marks															
<b>TOTAL TECHNICAL PROPOSAL SCORE</b>		<b>100**</b>														

\*Minimum cut off score for 1A is 10 and 1B is 55.

\*\*Minimum qualifying technical score for a Technical Proposal is 65.

The method of selection is **Least-cost Selection (LCS)**with a ceiling amount of **INR 8,00,000 (Rupees Eight Lakh only)**, including all taxes. The minimum fees that can be quoted is **INR 3,00,000/- (Rupees Three**



**Lakh only), inclusive all taxes. Bids exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered.** The Technical Proposals of the qualified Bidder shall be evaluated as per the predefined criteria. Failing to secure minimum marks shall lead to technical disqualification of the Bid. Only the bidder who gets an overall technical score of 65 or more will qualify for the opening of their financial bids. The Bidder with the lowest evaluated total price among all Bidders that achieved the minimum technical score, will be awarded the assignment.

**Any Financial Proposal exceeding the ceiling amount will be rejected.**

**Section IV–Bidding Forms**  
**Technical Proposal –Standard forms**  
**Form TECH – 1**  
**Technical Proposal Submission Form**

\_\_\_\_\_ [Location, Date]

To:

The Director,  
National Institute of Urban Affairs  
Core 4B, 01<sup>st</sup> Floor, India Habitat Centre  
Lodhi Road, New Delhi – 110003

Dear Sir:

We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal shall lead to the rejection of our Proposal by the Client;
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in, Sub-Clause 12.1 of the Data Sheet;
- c) We have no conflict of interest in accordance with Clause 3 of the ITC;
- d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Sub-Clause 31.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorised Signature [in full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (Company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact information (phone and email): \_\_\_\_\_

**Form TECH – 2**

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for XXXXXX, proposed to be developed by the ..... (the “Client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2024.

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred only) and duly notarised by a notary public.**
- Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, bidder from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Form TECH – 3**

**Format for Affidavit Certifying that Entity is not Blacklisted**

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

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s----- has not been blacklisted or debarred in the past by any other Government organisation from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled.

Dated this ..... Day of ....., 2024.

Yours sincerely,

Name of the Consultant: \_\_\_\_\_

Signature of the Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

**Form TECH – 4****Bidder Information Form**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria), the bidder shall provide the information requested in the corresponding Information Sheets included hereunder

a.	Name of Bidder with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Legal Status and Year of Incorporation	:	Proof of registration of the bidder to be submitted
f	Name and address of the person holding the Power of Attorney	:	
g	Name of Bankers with full address	:	
h	Regional presence (Direct office)	:	
i.	GST Registration Number	:	Copy to be submitted.
j.	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
k.	Name and details (Tel./ Mobile / Email) of contact persons	:	

**Form TECH – 5 .1**

**Financial Information: Average Annual Turnover**

Average Annual Turnover of the Bidder (Equivalent in INR Lakh), certified by Chartered Accountant

Bidder	----- (Name of Bidder)				
Financial Year	2020-21	2021-22	2022-23	Total	Average
Annual Turnover (INR Lakh)					
<p>*CA Certified Balance certificate of last 3 Financial Years with UDIN number.</p> <p>Signature of Bidder <span style="float: right;">For (Name of Accounting Firm)</span></p> <p>Date and Place <span style="float: right;">Name and signature of Chartered Accountant</span></p> <p style="text-align: right;">Membership Number (with Seal and UDIN No.)</p>					

- \* The Bidder should provide the Financial Capability based on its own financial statements. The Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- \* Bidder should fill in details as per the row titled Annual Turnover.

Note:

**Kindly provide supporting balance sheets and P&L statements.**

**Form TECH – 5.2**

**Financial Information: Net worth**

Net Worth of the Bidder (Equivalent in INR Lakh), certified by Chartered Accountant

Bidder	----- (Name of Bidder)		
Financial Year	2020-21	2021-22	2022-23
Net worth (INR Lakh)			
<p>CA Certified Balance certificate of last 3 Financial Years with UDIN number.</p> <p>Signature of Bidder <span style="float: right;">For (Name of Accounting Firm)</span></p> <p>Date and Place <span style="float: right;">Name and signature of Chartered Accountant</span></p> <p style="text-align: right;">Membership Number (with Seal and UDIN No.)</p>			

**Form TECH – 6****Similar/ relevant projects/ assignments**

Project summary:

<b>PROJECTS TO BE CONSIDERED FOR PRE-QUALIFICATION CRITERIA:</b>	
<p>The bidder in its last <b>5 years of experience</b> should have completed financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc. of</p> <ul style="list-style-type: none"> <li>at least <b>03 externally aided projects</b> with an outlay/ budget of <b>INR 05=&lt; 10 Crore</b>, inclusive of all taxes.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>at least <b>02 externally aided projects</b> with an outlay/ budget of <b>INR 10 =&lt; 15 Crore</b>, inclusive of all taxes.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>at least <b>01 externally aided project</b> with an outlay/ budget of <b>INR &gt; = 15 Crore</b>, inclusive of all taxes.</li> </ul>	
1.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
2.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
3.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
<i>Add more rows, if required</i>	
<b>PROJECTS TO BE CONSIDERED FOR TECHNICAL EVALUATION:</b>	
<p>The bidder in its last <b>5 years of experience</b> should have completed financial audit for PSUs, development authorities, urban local bodies, parastatal agencies, autonomous bodies, urban think tanks, research organisations, etc., of externally aided projects <b>of at least INR 05 crore (Rupees Five Crore only)</b>, inclusive of all taxes.</p>	
1.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
2.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address:



	Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
3.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
4.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
5.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
6.	<i>Add more rows, if required</i>

**Note:**

1. **Projects submitted for 'PRE-QUALIFICATION CRITERIA' and 'TECHNICAL EVALUATION' can be same.**
2. Following documents for all projects mentioned above must be submitted:
  - a. Copy of Contract/ Work Order/ Agreement/ other documents clearly mentioning the outlay of the audited project.
  - b. Completion Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.

**NOTE: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as a proof of completing the said assignment.**

**Form TECH – 7  
Technical Proposal**

- A. Bidder's Profile**
- B. Understanding of the Terms of Reference**
- C. Similar/ relevant projects/ assignments (Form TECH-6)**
- D. Team Composition (Form TECH-8)**

**Form TECH – 8**  
**Curriculum Vitae (CV)**  
**(Indicative format)**

<b>Position Title and No.:</b>	<i>[e.g., K-1, Team Leader]</i>
<b>Name of Expert:</b>	<i>[insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<b>Country of Citizenship/Residence:</b>	<i>[insert country]</i>

**Education:** *[List college/university or other specialised education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

\_\_\_\_\_

\_\_\_\_\_

**Employment record relevant to the Services:** *[Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

<b>Period</b>	<b>Employing organisation and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Services</b>
<i>[e.g., May 2022 – present]</i>	<i>[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. _____, deputy minister]</i>		

**Membership in Professional Associations and Publications:** \_\_\_\_\_

\_\_\_\_\_

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Services:**

Detailed Tasks Assigned to Consultant’s Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

**Expert’s contact information:** *[email: \_\_\_\_\_, phone: \_\_\_\_\_]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

\_\_\_\_\_ *[day/month/year]*  
 Name of Expert Signature Date

\_\_\_\_\_ *[day/month/year]*  
 Name of authorised Representative of the Consultant Signature Date  
*[the same who signs the Proposal]*

**Financial Proposal – Standard forms**

**Form FIN – 1  
Financial Proposal Submission Form**

---

*[Location, Date]*

To: \_\_\_\_\_  
*[Name and address of Client]*

Dear Sir,

We, the undersigned, offer to provide the Services for *Insert title of Services* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate amount(s) in words and figures including taxes, duties and fees as per Sub-Clause 16.3 of the Data Sheet]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Sub-Clause 12.1 of the Data Sheet.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorised Signature: \_\_\_\_\_ *[In full and initials]*  
Name and Title of Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## Section V – Terms of Reference

### I. Background

The National Institute of Urban Affairs (NIUA) is implementing a UNEP-supported, GEF7-funded project titled **UrbanShift (Livable Cities in India: Demonstrating Sustainable Urban Planning and Development through Integrated Approaches)**. The project aims to transform Indian cities through integrated urban planning, which would lead to reducing GHG emissions and protecting and enhancing biodiversity and ecologically sensitive areas by building the capacity of state and city authorities. The objective of the project is to demonstrate low emissions, resilient, nature-based inclusive, sustainable urban development in selected cities and support scale-up nationally. The project would provide technical assistance and investment for undertaking the following activities in the target cities (Pune & Surat) and the replication cities (Agra & Puducherry):

- Evidence-based sustainable and integrated planning;
- Investments in low emissions, resilient, Nature-based Solutions (NbS) and mobility;
- Innovative financing solutions for cities; and
- Knowledge management and capacity-development: Knowledge products, good practices and tools would be made available to national, state and city authorities as well as other stakeholders through the National Urban Learning Platform (NULP).

The project will also focus on enabling gender mainstreaming practices and processes through the inclusion of gender expertise, stakeholder consultations with women, adoption of gender-responsive planning and budgeting processes and mandatory gender assessment of all urban development projects. The inclusion of women and other marginalised groups is a critical aspect of the project since this segment of stakeholders is more vulnerable to the adversities of climate change and natural disasters.

With a tenure of 4 years, the UrbanShift Country Project commenced on September 29, 2022 with the signing of the Project Cooperation Agreement (PCA) between NIUA and UNEP.

As per the reporting protocol of the project, NIUA being the executing agency of the project, is required to obtain an independent and professional opinion from an Audit firm on the financial statements of various deliverables and activities of the UrbanShift Country Project. Therefore, NIUA is engaging a financial audit firm to follow national and international auditing standards and provide an accurate and a comprehensive portrayal of the financial status of funds received from UNEP-GEF Trust Fund. The reports will provide a fair representation, encompassing all significant aspects of the financial position of the project as on December 31 in the years 2023, 2024, 2025 and 2026, up to September 30, 2027.

### II. Scope of Work

- a. The Audit firm should conduct a financial audit of the UrbanShift Country Project, its activities and processes, and associated account/s. The Scope of Work also includes conducting audit of the accounts operational in the partner cities that are receiving funds from NIUA for implementing the project activities.
- b. The Audit firm should review and analyse the financial statements and provide independent professional opinion about the project's financials including, but not limited to, the following:
  - i. Assess **the overall structure and processes of the book keeping and accounting system** of the Project.
  - ii. Examine and review all documentary evidence related to **transactions, accounting books and documents, vouchers, financial year reports, Quarterly Expenditure**

- Reports, Co-Finance Reports and bank account statements** that are dedicated to the project and assess its compliance with the principles, standards, administrative manuals and procedures of accounting.
- iii. Review all **financial transactions** covered under the project and its compliance with existing regulations, the efficiency of operations, and the utilisation of GEF funds for their intended purposes.
- c. The Audit firm should submit the **Annual Audit Report** with their observation and recommendations showing findings that aim to improve internal controls, accounting processes, or other areas identified during the audit. The Report must clearly indicate if,
    - i. the GEF funds were covered by the scope of the audit;
    - ii. the GEF funds have been utilised as per the project activities in accordance with objectives outlined in the GEF CEO document, approval/s received during the Project Steering Committee (PSC) and Project Executive Committee (PEC) meetings, and approvals received from the implementing agency (UNEP) from time to time;
    - iii. a proper book of accounts has been maintained;
    - iv. all project expenditures incurred are supported by vouchers and adequate documentation;
    - v. the expenditure reports provide a true and fair view of the financial condition and performance of the project; and
    - vi. there are internal controls in place.
  - d. The Audit Report should state if the financial statements are presented according to the generally accepted accounting principles. It should also confirm whether all the items in the statements describe the entity's financial position and results of operations accurately.
  - e. The financial reporting in the audit reports shall be in **US dollars**. To convert the expenditures from Indian Rupees to US dollars, the Audit firm shall use the exchange rate of the day the funds were received by NIUA in its bank account.
  - f. All reports should be submitted in **English**.

The Audit firm shall undertake this engagement in accordance with this ToR and in compliance with the Code of Ethics of the Institute of Chartered Accountants of India (ICAI).

### III. Deliverables, timelines and payment milestones

The Audit Firm will have to complete the financial audit for the periods and deadlines mentioned in the table below:

Period of Audit		Date of Submission of Audit Report	Payment Milestones (%)
Year 1	September 2022 – December 2023	August 15, 2024	25% of the contract amount
Year 2	January 2024 – December 2024	May 15, 2025	20% of the contract amount
Year 3	January 2025 – December 2025	May 15, 2026	20% of the contract amount
Year 4	January 2026 – September 2026	January 31, 2027	35% of the contract amount

- For the timely completion of the auditing process, all audits must commence 15 days before the submission of the audit report.

- Release of payment will be made within thirty (30) days of receiving the invoice after successful completion of each audit, subject to the satisfactory completion of each Audit report and due approval of the same by NIUA.
- The Audit Firm shall maintain regular communication with NIUA during the assignment tenure.
- If virtual data exchanges are not feasible and in case travel to cities is required, all expenses related to travel of the Auditing Team (maximum of 2 people), to audit the accounts in the partner cities will be covered by the UrbanShift Country Project.

The Year 1 report (and all other future reports) submitted to the NIUA shall include:

1. Audited financial statements including non-current assets (non-expendable assets schedule and Cash Advance Statement for the project as of 31<sup>st</sup> December 2023 (excluding interest income which is to be accounted for and verified separately);
2. Management letter detailing the weaknesses; and
3. Response to the management letter.

The Audit Firm should include a comment on exchange rate principle applied by the NIUA.



## Section VI – Contract Forms

### I – FORM OF CONTRACT

This contract (hereinafter called the "**Contract**") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, National Institute of Urban Affairs (NIUA) (hereinafter called the "**Client**") and, on the other hand, *[name of Consultant]* (hereinafter called the "**Consultant**").

WHEREAS:

1. The Client has requested the Consultant to provide services as defined in the Terms of Reference specified in **Appendix A** of the Contract (hereinafter called the "**Services**");
2. The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in the Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
  - a) The General Conditions of Contract.
  - b) The Special Conditions of Contract.
  - c) Appendices:
    - Appendix A: Terms of Reference;
    - Appendix B: Consultant's Technical Proposal; and
    - Appendix C: Financial Proposal.

In the event of any inconsistency between the documents, the following priority order shall prevail: The Special Conditions of Contract; the General Conditions of Contract, Appendix A; Appendix B and Appendix C. Any reference to the Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed in their respective names as of the day and year first above written:

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorised Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorised Representative of the Consultant – name and signature]*

## II – GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1 Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a) "**Applicable law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b) "**Bidder/ Consultant**" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- c) "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- d) "**NIUA**" means National Institute of Urban Affairs (NIUA).
- e) "**Contract**" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC) and the Appendices).
- f) "**Consortium**" means an association of two or more companies or organisations (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- g) "**Day**" means a calendar day unless indicated otherwise.
- h) "**Effective Date**" means the date on which the Contract comes into force and effect pursuant to Clause GCC 11.
- i) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- j) "**Foreign Currency**" means any currency other than the currency of India.
- k) "**GCC**" means these General Conditions of Contract.
- l) "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- m) "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose

Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's Proposal.

- n) "**Local Currency**" means INR.
- o) "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract.
- p) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.
- q) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- r) "**Services**" means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendices A and B** of the Contract.
- s) "**Subconsultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

**2 Relationship between the Parties**

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to the Contract, has the complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3 Law governing Contract**

3.1 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

**4 Language**

4.1 The Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.

**5 Heading**

5.1 The headings shall not limit, alter or affect the meaning of the Contract.

**6 Communications**

6.1 Any communication required or permitted to be given or made pursuant to the Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7 Location**

7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

- |  |   |
|--|---|
| <b>8 Authority of member in charge</b>     | 8.1 In case the Consultant is a Joint Venture/Consortium, the members hereby authorise the lead member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under the Contract, including without limitation the receiving of instructions and payments from the Client. |
| <b>9 Authorised representatives</b>        | 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .  |
| <b>10 Corrupt and Fraudulent Practices</b> | 10.1 NIUA requires compliance with its policy in regard to corrupt and fraudulent practices.  |

**B. Commencement, Completion, Modification and Termination of Contract**

- |   |   |
|---|---|
| <b>11 Effectiveness of Contract</b>                               | 11.1 The Contract shall come into force and effect on the date (the " <b>Effective Date</b> ") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.   |
| <b>12 Termination of Contract for failure to become effective</b> | 12.1 If the Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.  |
| <b>13 Commencement of Services</b>                                | 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .  |
| <b>14 Expiration of Contract</b>                                  | 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, the Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .   |
| <b>15 Entire agreement</b>  | 15.1 The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.  |
| <b>16 Modifications or variations</b>                             | <p>16.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.</p> <p>16.2 In case of substantial modifications or variations, the prior written consent of NIUA is required.</p> |

## 17 Force Majeure

### 17.1 Definition:

17.1.1 For the purposes of the Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies.

17.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 17.2 Non-breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

### 17.3 Measures to be taken:

17.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

17.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3 Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was

unable to perform such action as a result of Force Majeure.

17.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- a) Cease its activities and demobilise, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or
- b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

## **18 Suspension**

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **19 Termination**

The Contract may be terminated by either Party as per provisions set up below:

### **19.1 By the Client:**

19.1.1 The Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- b) If the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors

or go into liquidation or receivership whether compulsory or voluntary;

- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Sub-Clause GCC 49.1;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
- f) If the Consultant fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

## 19.2 By the Consultant:

19.2.1 The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause:

- a) If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Sub-Clause GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1;
- d) If the Client is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

## 19.3 Cessation of rights and obligations:

Upon termination of the Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of the Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder

shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.

**19.4 Cessation of Services:**

Upon termination of the Contract by notice of either Party to the other pursuant to Sub-Clauses GCC 19.1 or GCC 19.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**19.5 Payment upon termination:**

19.5.1 Upon termination of the Contract, the Client shall make the following payments to the Consultant:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b) In the case of termination pursuant to paragraphs (d) and (e) of Sub-Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Experts.

**C. Obligations of the Consultant**

**20 General**

**20.1 Standard of performance:**

20.1.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.



20.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.

20.1.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services.

20.2 Law applicable to Services:

20.2.1 The Consultant shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable law.

20.2.2 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in India.

20.2.3 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21 Conflict of interests**

21.1 The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.2 Consultant not to benefit from commissions, discounts, etc.:

21.2.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with the Contract and, subject to Sub-Clause GCC 21.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as Experts and agents of either of them, similarly shall not receive any such additional payment.

21.2.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the Consultant shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

21.3 Consultant and affiliates not to engage in certain activities:

Unless otherwise indicated in the **SCC**, a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services.

**21.4 Prohibition of conflicting activities:**

The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.

**21.5 Strict duty to disclose conflicting activities:**

The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.

**22 Confidentiality**

22.1 Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23 Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under the Contract shall be as determined under the Applicable law.

**24 Insurance to be taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25 Accounting, inspection and auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Subconsultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

**26 Reporting obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27 Proprietary rights of the Client in reports and records**

- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to the Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28 Equipment, vehicles and materials**

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of the Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall hand over to the client or dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. Consultant's Experts and Subconsultants**

**29 Description of Key Experts**

- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20.1, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10%

or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under the Contract to exceed the ceilings set forth in Sub-Clause GCC 41.1.

29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under the Contract exceed the ceilings set forth in Sub-Clause GCC 41.1, the Parties shall sign a Contract amendment.

**30 Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31 Approval of additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.

31.2 In case of unit price (time-based) Contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**32 Removal of Experts or Subconsultants**

32.1 If the Client finds that any of the Experts or Subconsultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the Consultant's Experts or Subconsultants have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of the Key Experts, Non-Key Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Subconsultants shall possess better qualifications and experience and shall be acceptable to the Client.

**33 Replacement / removal of Experts - Impact on payments**

- 33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**34 Working hours, overtime, leave, etc. (time-based Contract only)**

- 34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in **Appendix A** before their arrival in, or after their departure from, the Client's country.
- 34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by the Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate supervision of the Services.

**E. Obligations of the Client**

**35 Assistance and exemption**

- 35.1 Unless otherwise specified in the **SCC**, the Client shall as far as reasonably possible use its best efforts to:
- a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services;
  - b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract;
  - c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents;
  - d) Issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services;

- e) Assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a legal entity in the Client’s country according to the Applicable Law in the Client’s country;
  - f) Assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of Foreign Currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services;
  - g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
- 36 Access to project site**                      36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Subconsultants or the Experts.
- 37 Change in the Applicable Law related to taxes and duties**                      37.1 If, after the date of the Contract, there is any change in the Applicable Law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Sub-Clause GCC 41.1.
- 38 Services, facilities and property of the Client**                      38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in the above-mentioned **Appendix A**.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to

be made to the Consultant as a result thereof pursuant to Clause GCC 41.

**39 Counterpart personnel**

- 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.
- 39.3 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**40 Payment obligation**

- 40.1 In consideration of the Services performed by the Consultant under the Contract, the Client shall make such payments to the Consultant and in such manner as provided by GCC F below.

**F. Payment to the Consultant**

**41 Ceiling amount (time-based) or Contract price (lump-sum)**

- 41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under the Contract shall not exceed the ceilings amount specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of the Contract that evokes such amendment.
- 41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**42 Remuneration and reimbursable expenses (unit price, time-based only)**

- 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 42.2 All payments shall be at the rates set forth in **Appendix C**.

- 42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other cost unless otherwise specified in the **SCC**.
- 43 Taxes and duties**
- 43.1 The Consultant, Subconsultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemised and finalised at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44 Currency of payment**
- 44.1 Any payment under the Contract shall be made in the currency(ies) of the Contract.
- 45 Mode of billing and payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- a) *Advance payment*: Within the number of days as specified in the **SCC** after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee is to remain effective until the advance payment has been fully set off, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in instalments as specified in the **SCC** until the said advance payments have been fully set off.
- b) *The itemised invoices (unit price-time-based)*: As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemised invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in Foreign Currency and in Local Currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such



itemised invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised, the Client may add or subtract the difference from any subsequent payments.

- c) The lump-sum Instalment payments: The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- d) The final payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above.
- e) All payments under the Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**46 Interest on delayed payments and damages to the Client**

- 46.1 Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-Clause GCC 45.1 (b) or (c), interest shall be paid to the Consultant on any

amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

- 46.2 Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount

#### **G. Fairness and Good Faith**

#### **47 Good faith**

- 47.1 The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realisation of the objectives of the Contract.

#### **H. Settlement of Disputes**

#### **48 Amicable Settlement**

- 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-Clause GCC 49.1 shall apply.

#### **49 Dispute resolution**

- 49.1 Any dispute between the Parties arising under or related to the Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## III – SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1: Applicable law	The Contract shall be construed in accordance with the law of: India
4.1: Language	The language is English.
6.1 and 6.2: Communications	<p>The addresses are:</p> <p><b>Client:</b> National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003</p> <p><b>Attention:</b> Dr Debolina Kundu, Director <b>Email (where permitted):</b> _____</p> <p><b>Consultant:</b> _____ _____</p> <p><b>Attention:</b> _____ <b>Email (where permitted):</b> _____</p>
8.1: Authority of member in charge	Not Applicable
9.1: Authorised representatives	<p>The Authorised Representatives are:</p> <p>For the Client: _____ [name, title] For the Consultant: _____ [name, title]</p>
11.1: Effectiveness of Contract	The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.
13.1: Commencement of Services	The Services shall start on the date of signing of contract by both parties.
14.1: Expiration of Contract	<p>The activities mentioned in the Scope of Work are to be undertaken from May 2024 to September 2026.</p> <p>In case of termination of the contract, the exit management and handover process will be completed within 1 month after a written notice of termination is served by either Party to the other.</p>
20.2: Law applicable to Services	The Consultant commits to meet the law of India.
24.1: Insurance to be taken out by the Consultant	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Professional liability insurance;</li> <li>b) Third Party liability insurance;</li> <li>c) Client's liability and workers' compensation insurance for the Consultant's Experts and Subconsultants in accordance with the relevant provisions of the Applicable law in the Client's country, as well</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.
27.2	The Consultant shall not use deliverables of this contract for purposes unrelated to the Contract without the prior written approval of the Client.
29.2 & 29.3	<b>Not Applicable</b>
31.2	<b>Not Applicable</b>
34	<b>Not Applicable</b>
41: Ceiling amount (time-based) or Contract price (lump-sum)	<p><b>The Contract is Lump-sum.</b></p> <p><b>The Contract price Lump-sum is: _____</b></p>
42: Remuneration and reimbursable expenses (unit price, time-based only)	<b>Not Applicable</b>
43.1 and 43.2: Taxes and duties	The contract value shall be inclusive of all applicable taxes.
44	Currency of Payment: <b>INR</b>
45.1(a): Mode of billing and payment - <i>Advance payment</i>	<p>Release of payment will be made within thirty (30) days of receiving the invoice for each deliverable, subject to successful completion of all tasks/ submissions and due approval of the same by NIUA.</p> <p>No advance payment shall be made.</p>
45.1(c): Lump-sum Instalment payments	<i>Payment of instalments shall be linked to the deliverables specified in the Terms of Reference in <b>Appendix A</b>.</i>
45.1(e):	<b>The account details of consultant are: _____</b>
46.1: Interest on delayed payments	<b>Not Applicable.</b>
46.2: Damages	The liquidated damages for the whole of the Works are 0.1 % (zero-point one percent) of the final Contract Price per day for delay in meeting the deliverables as per the ToR. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
49: Dispute resolution	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>Selection of the Arbitrator: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions:</li> </ol> <p>The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>the other Party of the Proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Indian Council for Arbitration (ICA) for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute.</p> <p>Rules of Procedure: Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (Indian Arbitration Act) which is based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 and the UNCITRAL Arbitration Rules, 1976.</p> <p>2. Miscellaneous: In any arbitration proceeding hereunder:</p> <ol style="list-style-type: none"> <li>a) Proceedings shall, unless otherwise agreed by the Parties, be held at New Delhi in INDIA;</li> <li>b) The ENGLISH language shall be the official language for all purposes; and</li> <li>c) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ol>

## **APPENDICES**

**APPENDIX A – Terms of Reference**

**APPENDIX B – Consultant's Technical Proposal (Form TECH 1 – 8)**

**APPENDIX C – Financial Proposal (Form FIN-1)**