

**Request for Proposal
for
Selection of an Agency to collect data on the impact
of disasters on vulnerable groups in two urban areas
of Ganjam District**



National Institute of Urban Affairs

Published by:

National Institute of Urban Affairs (NIUA),

1st Floor, Core 4B, India Habitat Centre,

Lodhi Road, New Delhi- 110 003

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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/BASIIC/2023-24/P-252

New Delhi
25th October, 2023

Dear Mr. / Ms.:

1. The National Institute of Urban Affairs (NIUA) (hereinafter called “Client”) now invites proposals from agencies to provide the following Services: **Collect data on the impact of disasters on vulnerable groups in two urban areas of Ganjam district.** More details on the Services are provided in the Terms of Reference (TOR).
2. This Request for Proposals includes the following documents:
 - i. This Letter of Invitation;
 - ii. Terms of Reference;
 - iii. Evaluation and Qualification criteria;
 - iv. The Forms of Submission of the Proposal
 - Technical Proposal (Tech Forms);
 - Financial Proposal (Fin Form);
 - v. Standard Form of Contract.
3. The RFP shall be published on the GeM / NIUA website and is free of cost for download.
4. **Any Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal.** It is not permissible to transfer this invitation to any other firm.
5. **The method of selection is Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 5,00,000/- (Rupees Five lakhs only) (including all taxes).** The Bidders are requested to submit their Technical and Financial Bids on GeM portal. Non-compliant or inadequate technical proposals will be rejected. Joint Venture / Consortium is not allowed. Additional details are provided in the Section III: Evaluation and Qualification of this RFP Document.
6. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal and a Financial Proposal inclusive of all taxes, and must be uploaded on GeM portal by **9th November 2023, 17:00 hr IST.**
7. Any queries in relation to the RFP should be sent prior to **30th October, 2023, 17:00 hr IST** at the email ID procurement@niua.org and the responses will be available online by **2nd November, 2023.**
8. 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

Terms of Reference

The **National Institute of Urban Affairs (NIUA)** in collaboration with the **Coalition for Disaster Resilience Infrastructure (CDRI)** is undertaking an initiative called the **Strategic Actions to build Resilience for All SARAL (सरल) - Mainstreaming Inclusion of Persons with Disabilities in Disaster Management.**

1. About NIUA

The National Institute of Urban Affairs (NIUA) is India's leading national think tank on urban planning and development. As a hub for generation and dissemination of cutting-edge research in the urban sector, NIUA seeks to provide innovative solutions to address the challenges of a fast urbanising India, and pave the way for more inclusive and sustainable cities of the future. The Inclusive Cities Centre of the institution, in particular, has been working towards mainstreaming the inclusion of marginalised groups- persons with disabilities, women, children, the elderly and the urban poor, into urban development. Through multiple programs and initiatives, the centre has prioritised the tenets of inclusion, universal accessibility, and safety in the national policy landscape and its on-ground Implementation. Taking the learnings, NIUA is now deep-diving to identify on-ground challenges and develop solutions and systems for effective implementation.

2. About CDRI

A multi-stakeholder global partnership with over 31 countries that aims to build resilience into infrastructure systems to ensure sustainable development. It promotes rapid development of resilient infrastructure to respond to the Sustainable Development Goals' imperatives of expanding universal access to basic services, enabling prosperity and decent work. The CDRI Fellowship Programme aims to encourage research on problems faced in developing disaster resilient infrastructure. The research outcomes are expected to be practically implementable and should advance the knowledge on disaster resilient infrastructure.

3. About SARAL

SARAL is one such focused initiative of NIUA, with support from CDRI focused on mainstreaming the inclusion of Persons with Disabilities (PwDs) along with other marginalised groups, into Disaster management systems, thus, resonating with the principle of Leave No One Behind. It includes understanding the challenges faced by persons with disabilities who are vulnerable to disasters and present reliable data that can ensure efficient emergency service delivery to meet the basic and aspirational needs of persons with disabilities in prevention, preparedness, response, and recovery. The initiative aims to develop localised strategies for building resilience among persons with disabilities, and provide the evidence needed for city planners to revise, re-design and adapt disaster resilience plans and programmes. In consultation with the OSDMA, the Government of Odisha, the two cities Berhampur and Gopalpur in Ganjam district have been identified for the study.

4. About the Assignment

The broad objectives of the assignment are as follows:

1. To **identify, activate and engage** with the local ecosystem (identify relevant stakeholders including local authorities, community representatives, local NGOs/ CSOs etc).
2. **Identification of areas** with higher concentration of persons with disabilities in high vulnerability (as identified by the Disaster Management Authorities) for primary surveys and accessibility audits

3. **Map and enumerate the existing barriers** for persons with disabilities pre-during-post disaster cycle and in accessing emergency services through primary surveys, conducting focus Group Discussions (FGDs), Key Informant Interviews (KIIs), and Key Personal Interviews (KPIs) using participatory approach and tools
4. **Mapping and conducting access audits** of the emergency response services like relief centres, schools, rehabilitation areas, community spaces, evacuation routes, etc in the identified areas
5. Support in **organising** stakeholder consultation, discussions with local experts, public consultation and knowledge dissemination workshop.
6. Analysis and interpretation of the primary and secondary data.

5. Scope of Work (SoW)

NIUA is seeking an expert agency familiar with the context of disability inclusion and disaster risk reduction in Odisha. The engagement will be for approximately **six (6) months** starting from the date of commencement of the contract to undertake the assignment. The broad array of tasks may include, but is not limited to;

5.1. Project Inception (Output 1)

1. Organise the Project Inception meeting with NIUA team and relevant partners
2. Organise **initial meetings** with relevant city officials, local authorities, sectoral experts, local advisory groups/ agencies, NGOs, and CSOs
3. Conduct **reconnaissance surveys** of vulnerable areas of Berahampur and Gopalpur to identify areas with higher concentration of persons with disabilities, available emergency services etc.
4. Development of **approach and methodology** to be utilised for data collection.

5.2. Baseline and development of survey instruments (Output 2)

1. **Collection and analysis of data from secondary sources** like available government datasets, published research in secondary sources like journal, reports, newspaper publications etc; unpublished resources like studies conducted by local NGOs/ CSOs etc.
2. **Co-design survey and research** instruments including questionnaires for Household Survey (HS), Focus Group Discussion (FGDs), Key Informant Interviews (KIIs), and Key Personal Interviews (KPIs)
3. Mapping of the **concentration of persons with disabilities vis-a-via disaster vulnerability** in Berhampur and Gopalpur using digital tools like ArcGIS, Google Maps etc.
4. **Mapping of emergency response** services like relief centres, schools, rehabilitation areas, community spaces, evacuation routes, etc for access audits in the identified areas
5. Preparation of **list of stakeholders** for interviews, FGDs etc.

5.3. Primary Data Collection (Output 3)

1. **Organise consultations/co-design workshops with local stakeholders** (citizenry) to select areas for data collection including HH surveys and access audits and validation of questionnaires, baseline information etc.
2. **Conduct access audits of emergency response services** like relief centres, schools, rehabilitation areas, community spaces, evacuation routes, etc in the selection areas
3. Undertake a **household survey of at least 500 (hundred) households** in the selected areas in Berhampur and Gopalpur.
4. Conduct **at least 5 (five) - Key Personal Interviews (KPIs)** with key emergency service providers, policy experts, and government officials for the participatory data inquiry and understand the service provided and their parameters for benchmarking.
5. Conduct **at least 5 (five) Key Informant Interviews (KIIs)** with NGOs, DPOs, and CSOs, to understand the design system of policies related to disaster management services.

6. Conduct **4-5 (four-five) FGDs** with persons with disabilities (based on characteristics of selected areas) in small groups of 10-15 persons with disabilities to map the on-ground challenges and document innovative solutions (if any) available within the local communities.
7. Aggregation of data from all primary and secondary sources collected.

5.4. Data analysis and dissemination (Output 4)

1. Undertake **analysis and visualisation** of the data collected through graphs, infographics, visuals and generation of analysis report.
2. Support in **organising and conducting consultation** and dissemination of findings with relevant stakeholders (at least 25 persons) including persons with disabilities representatives, relevant government officials from local authorities and CSOs

6. Key Deliverables, timelines and payment schedule

| S.No | Deliverable/Activity | Timeline (weeks) | Percentage of total payment |
|-------------|---|-------------------------|------------------------------------|
| 1. | <p>Project Inception (Output 1)</p> <p>Inception report including-</p> <ul style="list-style-type: none"> i.Stakeholder map for Ganjam District ii.Minutes of meetings iii.Findings of reconnaissance survey iv.Detailed methodology and approach for data collection | T+30 days | 25% |
| 2. | <p>Baselining and Development of survey instruments (Output 2)</p> <p>Baseline report including-</p> <ul style="list-style-type: none"> i.Consolidation and analysis of data collected from secondary sources ii.Final Questionnaires, data collection formats, data analysis formats iii.Susceptibility analysis map and location map of emergency response services iv.List of stakeholders | T+ 60 days | 25% |
| 3. | <p>Primary Data Collection</p> <p>Data compilation report including-</p> <ul style="list-style-type: none"> i.Proceedings and findings of Co-design workshop ii.Transcripts for FGDs, KIIs and KPIs iii.Filled forms of the HH survey questions and access audits iv.Filled data sheets for HH survey and access audits | T+120 days | 30% |

| | | | |
|----|---|------------|-----|
| 4. | Data analysis and dissemination Final report including- i.Data analysis report with key findings and recommendations ii.Proceedings of the consultation and dissemination workshop | T+180 days | 20% |
|----|---|------------|-----|

* T- Effective Date i.e. the date of signing of the contract by both parties

6.1. Terms of Payment

1. Release of scheduled payment will be made within 30 days of receiving the invoice along with relevant supporting documents, including Inception reports, Baseline reports, Data compilation report, final reports etc., and upon satisfaction and clearance of NIUA regarding the successful completion of all tasks and completeness of the deliverables submitted for each milestone.

7. Evaluation and Qualification Criteria

7.1. Eligibility criteria

| S.No | Parameters | Criteria | Documents Required |
|------|----------------------|--|---|
| 1. | Organization profile | <p>The bidder should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860 or registered as Trust under Indian Trusts Act, 1882.</p> <p>Registered with the Income Tax Authorities.</p> <p>Registered with GST Network.</p> <p>Should have been in business in this field at least for the last 5 years from the last date of submission of bid.</p> | <p>Copy of certificate of incorporation/ registration along with name change if any</p> <p>Copy of PAN Card</p> <p>Copy of GST registration Certificate</p> |
| 2. | Blacklisting | <p>As on last date of submission of the Proposal, the agency should not be blacklisted by any government agency in India for unsatisfactory past performances, corrupt, fraudulent or any other unethical business practices</p> | <p>Self-Certified undertaking by the authorized signatory as per format enclosed in Form TECH – 3.</p> |
| 3. | Turnover | <p>The agency should be having an average annual turnover of more than INR 50 lakhs in the previous 3 financial years (FY 2020-2021, 2021-22 & 2022-23) from consultation services in India.*</p> <p>Net Worth in the previous 3 financial years (FY 2020-2021, 2021-22 & 2022-23) should be positive.</p> <p>Kindly also provide supporting balance sheets / P&L statements.</p> | <p>CA Certified certificate as per format enclosed in Form TECH – 5.</p> |

Note: All empanelment/certificates requested for this bid must be currently active and valid.

If the above Eligibility Criteria is not satisfied, then ‘Technical Proposal’ will not be further evaluated.

7.2. Technical Evaluation criteria for selection of agency

| S.No | Description | Maximum Marks | Minimum Marks | | | | | | | | |
|-------------------------------|---|----------------------------|---------------|-----------------------|----|-----------------------|----|-------------------------------|----|----|----|
| 1.Understanding of Assignment | | | | | | | | | | | |
| A. | Approach and Methodology | 20 | 14 | | | | | | | | |
| 2. Agency Credentials | | | | | | | | | | | |
| A. | <p>Similar / Relevant projects functionalities/services developed of value more than Rs. 10 lakhs each (Experience in similar assignments and projects - Completed).</p> <p>Similar Assignments means –</p> <ol style="list-style-type: none"> 1. Demonstration of a minimum of 3 projects/programmes of working with relevant State and District government authorities in Odisha on projects related to disaster management / social security / protection and community mobilisation (a combination of any two will be preferred) in the last 10 years. <p>Or</p> <ol style="list-style-type: none"> 2. Demonstration of a minimum of 3 projects/programmes in leading advocacy efforts for disaster management or disability inclusion in the last 10 years. <p>The marks will be awarded as under:</p> <table border="1"> <thead> <tr> <th>No. of similar assignments</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3 similar assignments</td> <td>21</td> </tr> <tr> <td>5 similar assignments</td> <td>25</td> </tr> <tr> <td>7 similar assignments or more</td> <td>30</td> </tr> </tbody> </table> <p>Agency with less than 3 similar assignments will get zero (0) marks</p> <p>Supporting Documents required –</p> <p>Copy of Contract / Work Order/ Letter of Award and Completion Certificates from the Client.</p> | No. of similar assignments | Marks | 3 similar assignments | 21 | 5 similar assignments | 25 | 7 similar assignments or more | 30 | 30 | 21 |
| No. of similar assignments | Marks | | | | | | | | | | |
| 3 similar assignments | 21 | | | | | | | | | | |
| 5 similar assignments | 25 | | | | | | | | | | |
| 7 similar assignments or more | 30 | | | | | | | | | | |
| B. | <p>Composition and quality of the proposed team- Profile of the team and track record in handling similar assignments-</p> <ol style="list-style-type: none"> 1. Team Leader (1 in no.) 15 Marks (Qualification 8 Marks and Experience 7 marks) | 50 | 35 | | | | | | | | |

| | | | |
|---------------------------------------|--|-----------|--|
| | <p>a. Experience- More than 10 years of experience in Urban development especially in disaster management/ social protection/ community mobilisation/ inclusive development related work in policy-level interventions/ focused research/ training, capacity building etc.</p> <p>b. Minimum Qualification- A Post graduate in Urban Planning /Public Policy/ Specialization in disaster management/ M.s Social Development in Disability Studies/ Social Sciences or other related fields from a recognised University/Institution.</p> <p>c. Engagement with the agency- The incumbent should be employed with the agency for a minimum of 2 years in leadership roles. S/he should be the nodal person for this assignment.</p> <p>2. Sectoral expert (Disaster management/ Inclusion) (1 in no.) 15 Marks (Qualification 8 Marks and Experience 7 marks)</p> <p>a. Experience- Minimum of 5 years of experience in technical assistance/ focused research/ training and capacity building activities, etc on disaster response and management, social inclusion, community mobilisation/ disaggregated datasets.</p> <p>b. Minimum Qualification- A Post graduate in Disaster/ climate change, policy planning/ disability studies/ social sciences, or other related fields from a recognised University/Institution.</p> <p>c. Language Skills- Fluency in speaking and writing Odia Note- Firms may also suggest sector experts as their team lead, if the person meets the requirements.</p> <p>3. Data Analyst (2 in nos.) 10 Marks (Qualification 6 Marks and Experience 4 marks) for each</p> <p>a. Experience- Minimum of 5 years of experience in working with large quantitative and qualitative dataset primarily based on</p> <p>b. Minimum Qualification- Bachelor's degree in maths/ statistics/ economics/ computer science/ another quantitative field.</p> <p>4. Field surveyors (minimum 3 in nos.)</p> <p>a. Minimum Qualification - Graduation Degree in any discipline from a recognised University/Institution.</p> <p>b. Formally engaged with the agency.</p> | | |
| Total technical proposal score | 100 | 70 | |

The method of selection is Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 5,00,000/- (including all taxes). The Technical Proposals of the qualified Bidders shall be evaluated as per the predefined criteria. The total score obtained by Technically qualified bidders will be based on 80:20 ratio where 80% weightage will be given to the technical

evaluation and 20% to the financial evaluation. The Bidder with the highest overall score will be awarded the assignment.

7.3. Minimum Qualifying Score

The minimum qualifying score for a Technical Proposal is **70 (seventy)**.

8. Dates

The engagement will be for approximately six (6) months starting from the date of commencement of the contract to undertake the assignment.

Form Tech -1: Technical Proposal Submission Form

(on the letter head of the agency specifying his name and address)

Location _____

Date _____

To:

The Director,

National Institute of Urban Affairs

Core 4B, 01st Floor, India Habitat Centre

Lodhi Road, New Delhi – 110003

Dear Sir,

We, the undersigned, offer to provide the Services for **collecting data on the impacts of disasters on vulnerable groups in two urban areas of Ganjam district** in accordance with your Request for Proposals dated [XXXX] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

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 may 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 60 days;
- c) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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,

Name of the Agency: _____

Signature of the Agency: _____

Address: _____

Form Tech – 2 Technical Proposal

The Technical Proposal submitted by the agency should have the following details along with requisite forms:

A. Bidder's Profile

B. Understanding of Assignment - Approach and Methodology

C. Agency Credentials

Similar / Relevant projects functionalities/services developed

Composition and quality of the proposed team

Form Tech – 3 Declaration Regarding Blacklisting/ Non-Blacklisting from Taking Part in Govt. Tender

(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

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

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/agency 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/agency 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, 2022....

Yours sincerely,

Name of the Agency: _____

Signature of the Agency: _____

Address: _____

Form Tech – 4 Bidder Information Form

| | | | |
|---|---|---|---|
| a | Name of Bidder with full address | : | |
| b | Tel. No. | : | |
| c | Fax No. | : | |
| d | Email | : | |
| e | 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 | (i) Place of Business. | : | |
| | (ii) Date of Registration. | : | |
| h | Name of Bankers with full address. | : | |
| i | Regional presence (Direct office) | : | The location details to be provided |
| j | GST Registration Number | : | Copy to be submitted. |
| k | Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details) | : | |
| l | Name and details (Tel / Mobile / Email) of contact persons | : | |

Form TECH-5:

Average Annual Turnover

Average Annual Turnover of the Bidder (Equivalent in Rs. Crores) By Chartered Accountant

| | | | | | |
|--|------------------------|---------|-----------|-------|---------|
| Bidder | ------(Name of Bidder) | | | | |
| FY | 2020-21 | 2021-22 | 2022-2023 | Total | Average |
| Annual Turnover | | | | | |
| Certificate from the Chartered Accountant This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years. Name of the audit firm: Seal of the audit firm: Date: UDIN : (Signature, name and designation of the authorized signatory) | | | | | |

* The Bidder should provide the Financial Capability based on its own financial statements. 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. In case the Bidder is a Joint Venture / Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheets for consideration.

Kindly also provide supporting balance sheets / P&L statements

**Form TECH-6:
General Experience / Similar Projects**

| Starting Year | Ending Year | Contract Identification | Type of Supporting document attached |
|---------------|-------------|--|--------------------------------------|
| | | Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ | |
| | | Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ | |
| | | Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ | |

Form TECH-7: Curriculum Vitae (CV)

(Indicative format)

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

Education: *[List college/university or other specialized 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 organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Services |
|-----------------------------------|--|---------|--|
| <i>[e.g., May 2015 – present]</i> | <i>[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. Bbbbbbb, deputy minister]</i> | | |
| | | | |

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Form FIN-1: Financial Proposal submission form

Location _____

Date _____

To:

The Director,

National Institute of Urban Affairs
Core 4B, 01st Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services to collect data on vulnerable groups in urban areas of Ganjam district in accordance with your Request for Proposal dated [XXXX] and our Technical Proposal.

Our Financial Proposal is for the amount of INR [XXXX] [*Indicate amount in words and figures*], including taxes, duties and fees.

Format for Submission of Financial Proposal

| Sr. No | Activity | Cost per deliverables in INR including all taxes |
|--------|---|--|
| 1. | Collect data on vulnerable groups in urban areas of Ganjam district | |

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.

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,

Authorized Signature: _____ [*In full and initials*]

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

Standard Contract

THIS CONTRACT (“Contract”) is entered into this XX November 2023, by and between National Institute of Urban Affairs (“the Client”) having its principal place of business at 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003,

and *[insert Agency name]* (“the Agency”) having its principal office located at *[insert Agency address]*; Telephone: _____, Email: _____.

BACKGROUND

The Client requires the Agency to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Agency performing the Services hereinafter referred to, and

WHEREAS, the Agency is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

| | |
|---------------------------|--|
| 1. Services | The Agency shall perform the Services and submit the reports specified in Annex A , “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”). |
| 2. Contract Period | The Agency shall perform the Services during the period commencing <i>[insert start date]</i> and ending on <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing. |
| 3. Payment | A. <u>Ceiling</u> For Services rendered pursuant to Annex A , the Client shall pay the Agency an amount not to exceed a ceiling of <i>[insert ceiling amount]</i> . This amount has been established based on the understanding that it includes all of the Agency’s costs and |

| | |
|--|--|
| | <p>profits as well as any tax obligation that may be imposed on the Agency.</p> <p>B. <u>Payment modalities</u></p> <p>The payment terms and conditions are specified in Annex D.</p> <p>Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:</p> <p>Bank account number:</p> <p>Bank account’s name:</p> |
| <p>4. Contract Administration</p> | <p>A. <u>Coordinator</u></p> <p>The Client designates Mr. _____, National Institute of Urban Affairs (NIUA) as Client’s Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p> <p>B. <u>Reports</u></p> <p>The reports listed in Annex A, “Terms of Reference and Scope of Services” shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.</p> |
| <p>5. Performance Standard</p> | <p>The Agency undertakes to perform the Services in compliance with the highest ethical and professional standards.</p> |
| <p>6. Confidentiality</p> | <p>The Agency shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential</p> |

| | |
|---|---|
| | information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 7. Ownership of Material | Any study, report or other output such as drawings, software or else, prepared by the Agency for the Client under the Contract shall belong to and remain the property of the Client. The Agency may retain a copy of such documents and software. |
| 8. Unfair Competitive Advantage and Conflicting Activities | The Agency had (or any of its Affiliates) been engaged by the Client to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a Agency (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation. |
| 9. Insurance | The Agency will be responsible for subscribing to an appropriate insurance coverage. |
| 10. Assignment | The Agency shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent. |
| 11. Law Governing Contract and Language | The Contract shall be governed by the laws of India, and the language of the Contract shall be the English language. |
| 12. Termination | The contract may be terminated by the Client if the Agency fails to perform the Services or fails to submit satisfactory reports as specified in Annex A . The termination shall be preceded by a 30 days' notice. At the cost and liability of the Agency. |
| 13. Dispute Resolution | Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. Any arbitration proceedings |

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| | shall, unless otherwise agreed by the Parties, be held at New Delhi in INDIA. |
| 14. Agency Status | If the Agency has the status of an independent Agency, the Agency shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Agency shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract. |

FOR THE CLIENT

FOR THE Agency

Signed by: Hitesh Vaidya

Signed by _____

Title: Director, NIUA

Title: _____

ANNEX A - Terms of Reference and Scope of the Services

ANNEX B: Technical Proposal

ANNEX C: Financial Proposal

ANNEX D - Payment Terms and Conditions