

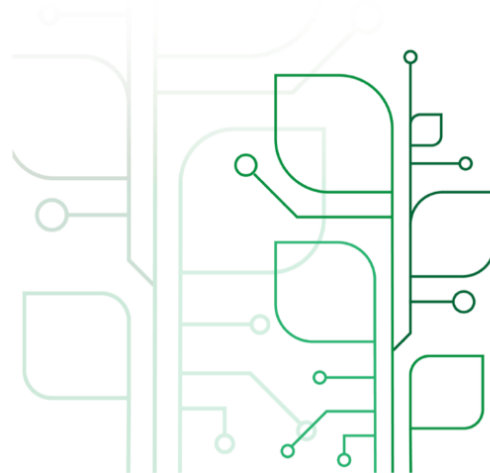


# CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM – A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS

## Request for Proposals

**Issue Date : 12.07.2024**

**Closing Date : 12.08.2024**



### **National Institute of Urban Affairs**

1 Floor, Core 4B India Habitat Centre

Lodhi Road, New Delhi –110003

(91-11) 24643284 24617543, 24617517

(91-11) 24617513

# Letter of Invitation

[RFP No.NIUA/CITIIS 2.0/2024-25/TE/02]

[New Delhi 12-07-2024]

Dear Mr./Ms.:

1. City Investments To Innovate, Integrate and Sustain (CITIIS) 2.0, the second phase of the CITIIS program, has been conceived by MoHUA in collaboration with Agence Française de Développement (AFD), Kreditanstalt für Wiederaufbau (KfW), European Union (EU), and National Institute of Urban Affairs (NIUA) to supplement such climate initiatives of Government of India and MoHUA through its unique model. The program builds upon the learnings and successes of CITIIS 1.0 and is designed to supplement MoHUA's actions undertaken through ongoing national programs, while deepening the values of innovation, inclusion, and sustainability.
2. The National Institute of Urban Affairs (NIUA) (hereinafter called "Client") has been designated as the Program Management Unit (PMU) by the MoHUA, AFD and KfW towards managing the CITIIS 2.0 program. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the Contract for which this Request for Proposals is issued. **The duration of the services is expected to extend up to 36 months depending upon the nature of the projects.**
3. The Client now invites Proposals to provide the following consulting services (hereinafter called "Services"): **CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM – A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS.**
4. The method of selection is **Quality and Cost Based Selection (QCBS) with 80 % Technical Score and 20% Financial Score.** The Consultants are requested to provide their best Technical and Financial Proposals. More details on the Services are provided in the Terms of Reference (Section VII).
5. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

S. No.	Name of the Bidder
1	Ernst & Young LLP & ICLEI (Consortium)
2	Tata Consulting Engineers
3	SEURECA, Development Environergy Services Limited and INSUCO (Joint Venture)
4	KPMG Advisory Services Private Limited
5	Espelia – Artelia –ACE (Consortium)
6	Grant Thornton Bharat LLP

6. It is not permissible to transfer this invitation to any other firm. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal.
7. The RFP includes the following documents:
  - Section I - Instructions to Consultants (ITC)
  - Section II – Data Sheet
  - Section III – Evaluation Criteria and Standard Forms
  - Section IV – Financial Proposal – Standard forms

- Section V – Eligibility Criteria
  - Section VI – AFD's Policy – prohibited practices – Environmental and Social Responsibility
  - Section VII - Terms of Reference (TORs)
  - Section VIII – Conditions of Contract and Contract forms
8. Please inform us by 16.07.2024, by Email [citiis@niua.org](mailto:citiis@niua.org):
    - a) That you have received the Letter of Invitation; and
    - b) Whether you intend to submit a Proposal
  9. Details on the Proposal's submission date, time and address are provided in Sub-Clause 17.9 of the ITC.
  10. The Consultant has to ensure that the physical copy of her/his proposal is page numbered. After scanning the page numbered physical copy, the soft copy of the Technical Proposal is uploaded on the NIUA website. **The soft copy of the Technical Proposal must not include Financial Proposal.** The physical copy of the Technical Proposal is properly bound. The main envelope of physical copy of the proposal to be submitted at the NIUA Office shall comprise the following two envelopes: 1st Inner Envelope with the Technical Proposal and 2nd Inner Envelope with the Financial Proposal. Each envelope should be written '**RFP FOR CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM – A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS**'. The contact details of the Consultant like name, address, mobile number and e-mail ID should be clearly mentioned on each envelope.
  11. Your proposal shall comprise your Proposal Submission Form including Power of Attorney, Technical Proposal, Financial Proposal inclusive of all taxes and the signed Covenant of Integrity, and must be received at the following address via physical copy to **National Institute of Urban Affairs, Core 4B, 1st Floor, India Habitat Centre, New Delhi-110003 by 12.08.2024, 17:00 hr IST.**
  12. Any queries in relation to the RFP to be sent prior to **26.07.2024, 17:00 hr IST** at the mail ID [citiis@niua.org](mailto:citiis@niua.org) and the responses will be available by **02.08.2024.**
  13. To substantiate their credentials and to respond to any queries, the Consultants may be asked to make a presentation of their Technical Proposal, during the technical evaluation stage.
  14. 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
    - i. reject any or all of the bids, or
    - ii. cancel the tender process; or
    - iii. abandon the procurement process; or
    - iv. issue another bid for identical or similar work

Yours sincerely,

Director  
National Institute of Urban Affairs

# SELECTION OF CONSULTANTS

## REQUEST FOR PROPOSALS

**RFP No.:** NIUA/CITIIS 2.0/2024-25/02

CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER  
CITIIS 2.0 PROGRAM – A CONSULTANCY FIRM FOR TRANSVERSAL  
EXPERTS

**Client:** National Institute of Urban Affairs (NIUA)

**Country:** INDIA

**Project:** City Investments To Innovate, Integrate and Sustain (CITIIS)  
2.0

**Issued on:** 12.07.2024

# PART I – SELECTION PROCEDURES AND REQUIREMENTS

## Section I - Instructions to Consultants

### 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 the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
  - 1.3 "**AFD**" means *Agence Française de Développement (AFD)*.
  - 1.4 "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
  - 1.5 "**Consultant**" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
  - 1.6 "**Contract**" means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
  - 1.7 "**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.
  - 1.8 "**Day**" means a calendar day.
  - 1.9 "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
  - 1.10 "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one 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.
  - 1.11 "**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.

- 1.12 "**ITC**" (this Section I of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
- 1.13 "**LOI**" means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- 1.14 "**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.
- 1.15 "**Proposal**" means the technical Proposal and the financial Proposal of the Consultant.
- 1.16 "**RFP**" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- 1.17 "**Services**" means the consulting services work to be performed by the Consultant pursuant to the Contract.
- 1.18 "**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.
- 1.19 "**TORs**" (this Section VII 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 from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted 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 Consultants 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 Consultants' 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 as 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 AFD throughout the selection process and the execution of the Contract.

- |          |                                     |     |   |
|----------|-------------------------------------|-----|---|
| <b>4</b> | <b>Unfair competitive advantage</b> | 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 <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over other competing Consultants. |
| <b>5</b> | <b>Prohibited practices</b>         | 5.1 | AFD requires compliance with its policy in regard to prohibited practices as set forth in Section VI.   |
|          |                                     | 5.2 | In further pursuance of this policy, Consultant shall permit and shall cause its Experts, Subconsultants, subcontractors, or suppliers to permit AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by auditors appointed by AFD.  |
| <b>6</b> | <b>Eligibility</b>                  | 6.1 | AFD financing may benefit to Consultants (firms, including Joint Ventures and their individual members) from all countries to offer   |

consulting services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Subconsultants, agents (declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by AFD in the Section V.

6.3 Government officials and civil servants of the Client's country 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 and, if awarded, Contract execution.

**11 Only one Proposal** 11.1 The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including any Joint Venture member) 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 whole of the Services.

### 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 shortlisted 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 sent to all shortlisted Consultants and will be binding on them. The shortlisted 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 shortlisted 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 shortlisted Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture, it may do so with either (i) non-shortlisted Consultant(s), or (ii) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
- 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 financial information. A technical Proposal containing material financial information 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 III 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. It shall list all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses indicated in the **Data Sheet**.
- 16.2 Price adjustment
- For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.
- 16.3 Taxes
- The financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Subconsultants, and their Experts (other than nationals or permanent residents of the Client's country), 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 in the Client's country is provided in the **Data Sheet**.

16.4 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.

16.5 Currency of payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

17 **Submission, sealing and marketing of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.

17.2 An authorized 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 authorization shall be in the form of a written power of attorney attached to the technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed 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 shortlisted 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 shortlisted Consultants' authorized 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 under Sub-Clause 12.7 of this ITC. 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 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 Client's evaluation of the Consultant's financial Proposal shall exclude taxes and duties in the Client's country 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 If the financial Proposal is twenty per cent (20%) or more, lower than the Client's estimate, and unless the Client provides justification that the estimate is inaccurate, the Client shall require the Consultants to produce detailed price analyses 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 authorized 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 finalizing 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 finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized 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> India
ITC 2.1	<p><b>Name of the Client:</b></p> <p><b>National Institute of Urban Affairs (NIUA)</b> 1 Floor, Core 4B India Habitat Centre Lodhi Road, New Delhi –110003.</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS)</p> <p><b>Type of Contract:</b> "Time-Based Contract"</p>
ITC 2.2	<p><b>The name of the Services is:</b></p> <p><b>CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM - A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS</b></p>
ITC 2.3	<b>A pre-Proposal conference will be held:</b> No
ITC 2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> Not Applicable
ITC 3.3	<p>The following additional circumstances shall be considered as a conflict of interest: Not Applicable</p> <p>The following additional circumstances shall not be considered as a conflict of interest: Not Applicable</p>
ITC 4.1	Not Applicable
<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>
ITC 10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>1<sup>st</sup> Inner Envelope with the technical Proposal:</u></b></p> <p style="padding-left: 40px;">(1) Technical Proposal submission form (TECH-1) (2) Power of Attorney to sign the Proposal (3) Covenant of Integrity (signed) (4) TECH Forms</p> <p style="text-align: center;"><b>AND</b></p> <p><b><u>2<sup>nd</sup> Inner Envelope with the financial Proposal:</u></b></p> <p style="padding-left: 40px;">(1) Financial Proposal submission form (FIN-1, FIN-2, FIN – 3 &amp; FIN - 4)</p>
ITC 11.1	<b>Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.</b>
ITC 12.1	<b>Proposals must remain valid for 90 days calendar days after the Proposal submission deadline.</b>

ITC 13.1	<p>Any queries in relation to the RFP to be sent prior to <b>26.07.2024, 17:00 hr IST</b> to the e-mail ID <a href="mailto:citiis@niua.org">citiis@niua.org</a> and the responses will be available online by to <b>02.08.2024</b>.</p> <p>The contact information for requesting clarifications is: Mr. Naim Keruwala, Program Director – CITIIS</p>
ITC 14.1.1	Shortlisted Consultants may not associate with other shortlisted Consultants.
ITC 14.1.2	<p>Estimated input of Key Experts' time-input: As mentioned in Terms of Reference.</p> <p>Senior Expert – 360 days</p> <p>Expert – 360 days</p> <p>(Total estimated input for both Senior Experts and Experts – 120 days per year for 3 years)</p> <p><b>Total – 720 days for 3 years</b></p>
ITC 14.1.3	Not Applicable
ITC 14.1.4 & 27.2	For the purpose of evaluating the Proposals, the amount is inclusive all of taxes.
ITC 16.1	The Consultant shall detail the Other Expenses of his proposal in compliances with items listed in form – FIN - 4
ITC 16.2	Not Applicable
ITC 16.3	<p><b>i. Permanent establishment in the Client's country:</b></p> <p>The law of the Client's country does authorize the consultant to perform the Contract without having a permanent establishment in the Client's country.</p> <p><b>ii. Taxation outside the Client's country:</b></p> <p>The Consultant's financial proposal shall include all taxes, duties and fees imposed outside the Client's country (including in the Consultant's country, if it is different from the Client's country).</p> <p><b>iii. Taxation in the Client's country:</b></p> <p>The Consultant's financial Proposal shall include all taxes, duties, and fees described in Sub-Clauses 43.1 and 43.2 of the Special Conditions of Contract, and shall present them separately in the price schedules, for each applicable currency referenced in Sub-Clause 16.4 of the ITC as mentioned in the FIN Forms.</p> <p>An exemption from the following taxes has been obtained for the Contract: <b>None</b></p>
ITC 16.4	<p><b>The financial Proposal shall be stated in the following currencies: INR and EUROS</b></p> <p>The financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
ITC 16.4	<b>The Currency of Payment: INR and EURO</b>
<b>C. Submission, Opening and Evaluation</b>	
ITC 17.1	<b>The Consultants should submit the signed and complete Proposal in physical copy.</b>

ITC 17.4	<p><b>The Consultant must submit:</b></p> <p>a) Technical Proposal: one (1) original paper copy</p> <p>b) Financial Proposal: one (1) original paper copy</p> <p><b>The digital copy of the Technical Proposal shall not include the Financial Proposal.</b></p>
ITC 17.9	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date: 12.08.2024 Time: 1700 hr IST</b></p> <p>The Proposal submission address is: For Hardcover original copy :</p> <p><b>National Institute of Urban Affairs (NIUA)</b> 1 Floor, Core 4B India Habitat Centre Lodhi Road, New Delhi –110003.</p> <p><b>For Electronic copy of Technical Proposal should be uploaded at the NIUA Website.</b></p> <p><b>The digital copy of the Technical Proposal shall not include the Financial Proposal.</b></p>
ITC 19.1	<p><b>An online option of the opening of the technical Proposals is not offered.</b></p> <p><b>The opening shall take place at:</b></p> <p><b>National Institute of Urban Affairs (NIUA)</b> 1 Floor, Core 4B India Habitat Centre Lodhi Road, New Delhi –110003</p> <p><b>Date and Time:</b> Will be confirmed to all prospective Consultants</p>
ITC 19.2	<p>Any technical Proposal which does not have a signed submission form, will not be considered.</p>
ITC 21.1	<p><b><u>Criteria, sub-criteria, and point system for the evaluation of the technical Proposals:</u></b></p> <p>The method of selection is <b>Quality and Cost Based Selection (QCBS) with 80 % Technical Score and 20% Financial Score.</b> The Consultants are requested to provide their best Technical and Financial Proposals. Additional details are provided in the <b>Section III: Technical Proposal</b> of the Documents.</p>
ITC 23.1	<p><b>An online option of the opening of the financial Proposals is not offered.</b></p>
ITC 25.1	<p>The evaluation will be carried out on the basis of the Consultant's financial Proposal excluding all taxes, duties and fees identified in Sub-Clauses 43.1 and 43.2 of the Special conditions of the Contract. During negotiations of the Contract, the calculation of applicable taxes, duties and fees will be examined and agreed upon.</p> <p>Applicable taxes, duties and fees shall be added, if needed, to the contract price on a separate line with a reference to the Sub-Clauses 43.1 and 43.2 of the Special conditions of Contract for payment modalities.</p>

ITC 26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is : INR</p> <p>The official source of the TT selling (exchange) rate is: Reserve Bank of India</p> <p>The date of exchange rates is the date which is seven (7) days prior to the deadline for submission.</p>
ITC 27.1	The details are provided in the <b>Section III: Technical Proposal</b> of the Document.
<b>D. Negotiations</b>	
ITC 29.1	<b>Expected date and address for Contract negotiations:</b> To be intimated later
ITC 31.2	<b>Expected date for the commencement of the Services:</b> To be intimated later

## Section III – Evaluation Criteria and Standard Forms

**Criteria, sub-criteria, and point system for the evaluation of the technical Proposals:**

SL.NO	CRITERIA	Maximum Marks
1	Bidder's appreciation and understanding of the objectives of the services and deliverables based on the TOR	10 Marks
2	<b>Experience of the Firm</b>	20 Marks
	<p>Integrated Waste Management showcasing details of the nature of work under each assignment - 4 marks per assignment (Max 5 assignments)</p> <p>The consultant should have undertaken assignments of providing consultancy services on integrated waste management amounting to at least 50 lakhs during last 7 years from the date of RFP submission.</p> <p>Supporting Documents required –</p> <p>Copy of Contract / Work Order</p> <p>and</p> <p>Completion Certificates from the Client <b>or</b> Self-Certificate of Completed Assignment with relevant details on the letter head of the firm and certified by the Chartered Accountant.</p>	
3	<b>CVs of Proposed Experts * (details)</b>	48
i	<p>Senior Expert on Inetgrated Waste Management – Total 4 CVs numbers (3 Marks for each CV) – 12 Marks</p> <p>Minimum Experience of 15 years on integrated waste management in the Urban Sector.</p> <p>Minimum qualification – Post Graduate in Environmental Engineering / Civil Engineering / Mechanical Engineering / Management / Environmental Science / Infrastructure Development / Urban Planning/ Urban Development / Urban Management /Environmental Management / Climate Change / Waste Management</p>	

ii	<p>Expert on Inetgrated Waste Management – Total 4 CVs numbers (3 Marks for each CV) – 12 Marks</p> <p>Minimum Experience of 8 years on integrated waste management in the Urban Sector.</p> <p>Minimum qualification – Post Graduate in Environmental Engineering / Civil Engineering / Mechanical Engineering / Management / Environmental Science / Infrastructure Development / Urban Planning/ Urban Development / Urban Management /Environmental Management / Climate Change / Waste Management</p>	
iii	<p>Senior Expert on Additional Exeprtise – Total 4 CVs numbers (3 Marks for each CV) – 12 Marks</p> <p>Minimum Experience of 15 years in the Urban Sector as per list mentioned below.</p> <p>Minimum qualification – Post Graduate in Engineering / Management / Infrastructure Development / Social Science Urban Planning or Development or Management / Science / Finance / Chartered Accountant</p> <p>Over all strength of 12 CVs in the additional expertise areas will be assessed.</p>	
iv	<p>Expert on Additional Exeprtise – Total 4 CVs numbers (3 Marks for each CV) – 12 Marks</p> <p>Minimum Experience of 8 years in the Urban Sector as per list mentioned below.</p> <p>Minimum qualification – Post Graduate in Engineering / Management / Infrastructure Development / Social Science Urban Planning or Development or Management / Science / Finance / Chartered Accountant</p> <p>Over all strength of 12 CVs in the additional expertise areas will be assessed.</p>	
4	<b>Presentation by the Consultant</b>	<b>22</b>
	<b>Total Marks</b>	<b>100</b>

**Note -**

- i. The Bidder shall provide an understanding and appreciation of the CITIIS 2.0 Project as well as the objectives of the services required from the Transversal Experts in line with the requirements of the ToR. The bidder shall indicate broadly the desired outcomes of the Transversal expertise intervention and the role that the Transversal experts shall play within the Projects specified.
- ii. The additional expertise will be under the following (but not limited to) broad areas:
  - Climate change
  - Environmental & Social (E&S) safeguards
  - General stakeholder engagement and capacity building,
  - Monitoring & Evaluation
  - Procurement
  - Project Finance and transaction Advisory
  - Public Private Partnership
  - Inclusion & Social Development
  - Gender mainstreaming
  - Land Economics (including Land Pooling, Value Capture)
  - Inclusive Planning
  - Participatory Planning
  - Communication and Marketing
- iii. Evaluation of criterion (Expert's CVs): The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following four sub-criteria and relevant percentage weights:
  - General qualifications (general education, training, and experience) – 20 %
  - Adequacy for the Services (relevant education, training, experience in the sector/similar services) – 60%
  - Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.) – 10%
  - Number of years of experience of the Expert with the Consultant – 10%

An interview with the project manager will be conducted by online or in person during the evaluation of the Technical Proposals. Questions and answers will be recorded in the Proposal Evaluation Report.

**The minimum qualifying Technical Score is 70.**

The hard copy/soft copy of the bidder's presentation will be submitted along with the proposal. Time and date of presentation will be communicated to the bidder in advance.





**Form TECH-1:  
Technical 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/Madam:**

We, the undersigned, offer to provide the Services for **CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM – A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS** in accordance with your Request for Proposals dated XX.XX.2024 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 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 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.

Enclosed -

- i. **Power of Attorney including by Joint Venture, if any– Anenxure - I**
- ii. **Covenant of Integrity on the letter head of the company and signed with stamp on each page. In case of JV, all the members should sign.**

We remain,

Yours sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Sample Format of Power of Attorney (POA)**

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 “authorized 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 fo 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 authorized 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 authorized 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 ....., 20.....

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 (hundred) 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 favor 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 legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**Technical Proposal submission form**

**COVENANT OF INTEGRITY**

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, during the performance of the contract. We have not engaged nor will engage in, or have been convicted or sanctioned by any authority of, any fraud, corruption, collusion, coercion, obstruction, money laundering, financing of terrorism or other malpractice (hereafter referred to as "Prohibited Conduct")<sup>1</sup>. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, including if any instance of Prohibited Conduct shall come to our attention, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company<sup>2</sup> nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners (AFD, EIB and/or KfW), EU institutions and/or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank) on the grounds of Prohibited Conduct and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage. Where such a decision of exclusion has occurred, we commit to provide all necessary information and any remedial measures that have already been taken.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction<sup>3</sup> list which is binding for any of the MRI Partners and we further undertake to immediately inform [Promoter and AFD] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium (i) is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list enumerated above or (ii) is, before the contract has been signed, subject to any debarment, exclusion or otherwise sanctioning decision enumerated above or (iii) made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating MRI Partners (AFD, KfW). We commit not to procure goods and services from countries which are under an embargo which is binding upon AFD and KfW.

We also acknowledge that, in any of the afore-mentioned events, [Promoter] is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, we undertake to take all necessary remedial actions in a manner

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<sup>1</sup> For KfW, please see "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries" and FATF Recommendations ;  
For AFD, please see "AFD Group's policy to prevent and combat corruption, fraud, anti-competitive practices, money laundering and terrorist financing" and Guidelines for the procurement of AFD financed contracts in foreign countries".

<sup>2</sup> For the purposes of these provisions "company" or "entity" shall include directors, employees, agents.

<sup>3</sup> i.e. French sanction list for AFD, German sanction list for KfW.



## Form TECH-2:

### Technical Proposal

The structure of the Technical Proposal will be as follows –

S. No.	Proposal Component
1	Bidder's appreciation and understanding of the objectives of the services and deliverables based on the TOR
2	RELEVANT EXPERIENCE (on Integrated Waste Management showcasing details of the nature of work under each assignment) TECH - 3
3	Expert's CVs TECH - 4
4	PRESENTATION

The hard copy/soft copy of the bidder's presentation will be submitted along with the proposal. Time and date of presentation will be communicated to the bidder in advance.

### Form TECH-3: Work Experience

Previous work experience of similar assignments successfully completed with government departments and international agencies shall be preferred. The format for submission of previous SIMILAR assignments successfully completed in the last 7 years is given below:

Duration	Brief description of Previous Assignments	Brief description of main components / outputs	Name of Client and location of Assignment	Approx. Contract value ( <i>in INR</i> )/ Amount paid to your firm
<i>{e.g., Jan.2009– Apr.2010}</i>	<i>{e.g., Development and/or design of Program management platform/tool, etc)</i>		<i>{e.g., Ministry of ....., country}</i>	



## Form TECH-4: Curriculum Vitae (CV)

*(To be submitted for all Key Positions Proposed including Team Leader)*

Detailed and up-to-date CV(s) of the consultant/ team shall be provided.

<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 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>			

**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
<i>[List all deliverables/tasks as in TECH-3 in which the Expert will be involved]</i>	

**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 authorized Representative of the Consultant

Signature  
Date

*[the same who signs the Proposal]*

## Section IV – Financial Proposal – Standard forms

### Form FIN-1: Financial Proposal submission form

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*[Location, Date]*

To:

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

Dear Sirs,

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]* inclusive of all taxes 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,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

## Form FIN-2:

### Summary of Costs

S. No.	Item	Cost	
		(Consultant must state the proposed costs in accordance with Sub-Clause 16.4 of the DataSheet ; delete columns which are not used)	
		(Insert foreign currency)	(insert local currency)
1.	<b>Cost of the Financial Proposal (excluding taxes)</b>		
	- Remuneration		
	- Other expenses (Specify lump-sum or reimbursable)		
	Total cost of the Financial Proposal (excluding taxes) (This amount must be the same as in the Form FIN – 1)		
2.	<b>Taxes Estimates in the Client's Country – to be discussed and finalized at the negotiations if the Contract is awarded.</b>		
	- Goods and Services Tax (GST)		
	- Tax deducted at Source (TDS)		
	- Any other taxes		
	<b>Total Estimate for taxes, duties and fee in the Client's country</b>		
3.	Grand Total		

**NB : Payments will be made in the currency(ies) expressed above 9Refer to the ITC 16.4)**

## Form FIN-3:

### Breakdown of Remeuneration

#### A. Remeuneration for Year 1, Year 2 and Year 3

S. No.	Name of the Expert	Person day remuneration rate (excluding taxes)	Time Input in person/day	(EURO)	(INR)
1	<i>Senior Expert – on site / remote (120 days each year for 3 year)</i>		360		
2	<i>Expert – on site / remote (120 days each year for 3 year)</i>		360		
	<b>Total costs (Excluding taxes)</b>				

*NB: The rates to be applied for determining the remuneration beyond the total dasy of involvement will be based on the rates above.*

## Form FIN-4:

### Breakdown of Other Expenses

#### B. Other Expenses

S. No.	Type of Other Expenses	Unit	Unit Cost	Unit Cost (Excluding taxes)	Quantity (For 3 years)	(EURO)	(INR)
1	<i>International flights (To and fro)</i>	<i>Ticket</i>	<i>Lump-sum</i>		20		
2	<i>Domestic Flights (To and fro)</i>	<i>Ticket</i>	<i>Lump-sum</i>		40		
3	<i>In/Out airport transportation including (To and fro)</i> <ul style="list-style-type: none"> <li>- <i>Accommodation including food charges at project city and at the city of the client office</i></li> <li>- <i>In/Out airport transportation at project city, home city and city of the client office</i></li> </ul>	<i>Trip</i>	<i>Lump-sum</i>		40		
4	<i>Reproduction of reports (To be paid per Specific Work Order out of the amount quoted as per requirement)</i>	1	<i>Lump-sum</i>				
5	<i>Any other expenses</i> <ul style="list-style-type: none"> <li>- <i>Local Conveyance at the project city</i></li> <li>- <i>Local Conveyance: for meetings with client and other stakeholders</i></li> <li>- <i>Any other expenses</i></li> </ul>						
<b>Total costs (Excluding Taxes)</b>							

# Section V – Eligibility Criteria

## Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person<sup>1</sup> may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors<sup>2</sup>, employees or agents (be it declared or not):
  - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
  - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices<sup>4</sup>, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
    - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
  - 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
  - 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.<sup>5</sup> In the event of such ineligibility, the

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<sup>1</sup> Means any natural or legal person, as well as any association or group of several such persons

<sup>2</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

<sup>3</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

<sup>4</sup> As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

<sup>5</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;

2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;

2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:

3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;

3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;

3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.

1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.



# Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

## 1. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”<sup>1</sup> available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”<sup>2</sup>.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person<sup>3</sup> or any of its subcontractors, Directors<sup>4</sup>, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD's Investigations Function, either:

- By e-mail, to the address [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), or
- By sending a letter to AFD's Compliance Department, 5 rue Roland Barthes, 75012 Paris.

## 2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

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<sup>1</sup> For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

<sup>2</sup> For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

<sup>3</sup> Means any natural or legal person, as well as any association or group of several such persons.

<sup>4</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

## Section VII – Terms of Reference

### Background

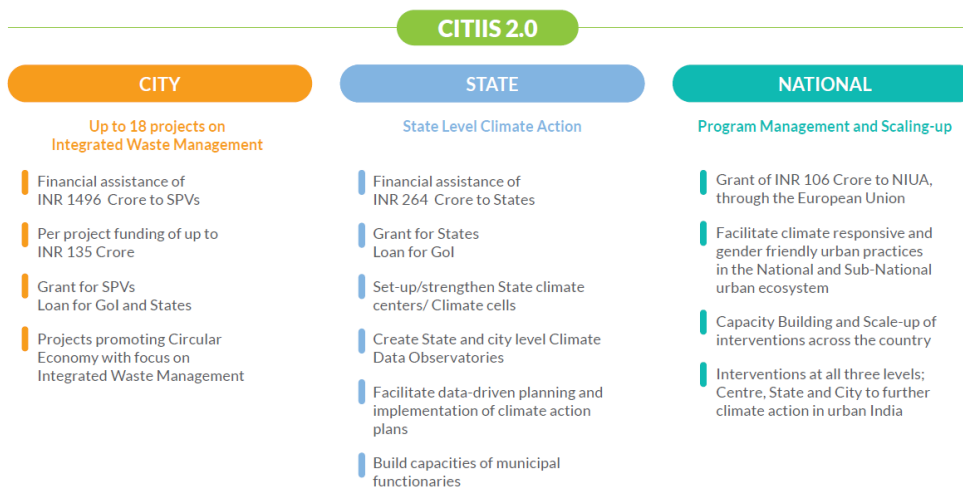
CITIIS 2.0 is a program conceived by the Ministry of Housing and Urban Affairs (MoHUA) in partnership with the French Development Agency (AFD), Kreditanstalt für Wiederaufbau (KfW), the European Union (EU), and National Institute of Urban Affairs (NIUA). The program envisages to support competitively selected projects promoting circular economy with focus on integrated waste management at the city level, climate-oriented reform actions at the State level, and institutional strengthening and knowledge dissemination at the National level. The funding for CITIIS 2.0 would include a loan of Rs.1760 crore (EUR 200 million) from AFD and KfW (EUR 100 million each) and a technical assistance grant of Rs.106 cr. (EUR 12 million) from the EU.

### Objectives of CITIIS 2.0

- i. Foster climate-sensitive planning and action – The program will nurture climate planning and action in States and cities through evidence-driven approaches.
- ii. Drive investments into urban climate action – The program will provide financial assistance for competitively selected projects promoting circular economy with focus on integrated waste management.
- iii. Build institutional mechanisms, leverage partnerships and anchor capacity building – The program will help put into place a climate governance framework at the State and City levels as well as provide a three-tier technical assistance structure with domestic, international, and transversal experts to support capacity development for climate action in cities and States.

### CITIIS 2.0 has 3 components

- i. **Component 1:** City Level Action on Promoting Circular Economy with Focus on Integrated Waste Management
- ii. **Component 2:** State-Level Action on Strengthening Climate Governance Mechanisms for Climate Action Through Data-Driven Planning & Capacity Building
- iii. **Component 3:** National-Level Action on Institutional Strengthening, Climate Research, Knowledge Capitalisation and Capacity Building



### Coverage of the Program

The CITIIS grant amount for each project under Component 1 will be limited to 80% of the total project cost, up to INR 135 Crore (90% of the total project cost, in the case of North-Eastern and Hill States). The additional funds, i.e., 20% of the total project cost will be mobilised by the selected city through own source funding by the State/ Local Governments (10% of the total project cost, in case of North-Eastern and Hill States).

**Following 18 cities have been selected by MoHUA under CITIIS 2.0 through challenge process –**

1. Agartala
2. Agra
3. Bareilly
4. Belagavi
5. Bilaspur
6. Guwahati
7. Jabalpur
8. Jaipur
9. Madurai
10. Muzaffarpur
11. New Town Kolkata
12. Panaji
13. Rajkot
14. Srinagar
15. Thanjavur
16. Thiruvananthapuram
17. Udaipur
18. Ujjain

**Each project will now go through 2 phases – Maturation Phase and Implementation Phase.**

### Maturation Phase (up to 12 months)

Subsequent to the selection, each city shall undergo the maturation phase. During the maturation phase, the SPV/ULB will be required to refine and de-risk their project components through technical assistance provided by the Domestic experts.

#### i. Steps in the Maturation Phase

During the Maturation Phase, the SPVs/ULBs will work with the Domestic Experts and Transversal Experts to develop the project documents and enhance the quality of the project documentation. Each SPV/ULB will thus comply with the eight mandatory steps of the Maturation Phase (listed below). The mandatory deliverables will be **reviewed and endorsed** by the Domestic Experts.

The duration of this phase for the selected projects will last for up to 12 months. The Domestic Experts will draft the Maturation Phase Final Report (MPFR) in close coordination with the SPV/ULB. The Maturation Phase will end with the validation of Maturation Phase documents including MPFR by the Apex Committee. If a SPV/ULB fails to complete the Maturation Phase requirements within this timeframe, it will not be able to proceed to the Implementation Phase.

The table below lists the eight mandatory deliverables (six for low-risk projects) that will be part of the Maturation Phase:

Key Deliverables	Template Mandatory <i>(to be provided by the CITIIS PMU at NIUA)</i>	Remarks
Baseline Study and Report	No	Updated baseline for the project and results from various studies undertaken to re-confirm and update the baseline
PLF – Project Logical Framework (Draft and Final)	Yes	First draft (prepared during the Maturation Phase Initiation) will evolve into the final version at the conclusion of the Maturation Phase with the assistance of the Domestic Expert
Feasibility Study	Yes	As per the provided template
Detailed Project Report	Yes	As per the provided template, including the M&E Plan
E&S Screening	Yes	As per the provided template

Stakeholder Engagement Plan	Yes	As per the provided template  Samples will also be made available for stakeholder mapping and contacts identification
E&S Impact Assessment & Mitigation Measures	Yes	As per legal obligations and following World Bank standards (not applicable for low-risk projects)
E&S Management Plan and additional plans	No	As per legal obligations and following World Bank standards. A specific process is to be followed as defined by the PMU. This will include the development of risk- adequate E&S management plan and when needed RAP, SEA/SH or additional plans  This may also include the development of a Gender Action Plan

## ii. Maturation Phase Endorsement Process



The Domestic Experts will provide technical support, review and validate the mandatory deliverables of the SPV/ULB. The Maturation Phase will end with the MPFR, drafted by the Domestic Expert in close collaboration with the SPV/ULB. This deliverable will confirm that the project meets the CITIIS 2.0 requirements and the maturation phase. The reports will be placed with the Apex Committee for the validation of Maturation Phase that will trigger the Implementation Phase and related financial disbursements.

### Implementation Phase (up to 30 months)

After the validation of the Maturation Phase deliverables by the Apex Committee, the Implementation Phase will start. The procurement process will be launched in this phase and cities will proceed to the implementation of the projects. In addition, biannual

progress reports and E&S documents/progress and monitoring reports will be developed and submitted to the PMU. During the Implementation Phase, SPVs/ULBs will continue to benefit from the Domestic Experts' support.

### **Technical Assistance Engagement**

Each SPV/ULB will be supported by:

- a) One Domestic Expert (DE) (each DE may assist a maximum of 2 projects).
- b) Transversal experts will provide demand based services to the cities

The Domestic Expert will be mobilised for approximately 75 days per year for each city, including online/off-site support as well as on-site missions conducted every alternate month.

- **Domestic Experts:** Domestic Experts shall provide guidance and day-to-day assistance to the SPVs/ULBs with in-depth knowledge of the local context and technical expertise required for the project. Their support will focus on aspects such as integrated waste management, general stakeholder engagement and capacity building, monitoring and evaluation of projects, etc.
- **Transversal experts:** This pool of sectoral experts will provide specific technical support, according to the needs of the cities.

### **Scope of Services**

#### **iv. Scope under Component 1**

- Review the technical documentation such as Feasibility Reports / Detailed Project Report / Studies, Surveys and Investigations, etc. – and provide advisory services as well as support to Domestic Experts / SPVs/ States/ PMU for implementation.
- Support project implementation through reinforcing and complementing the set of competencies available at the SPV level/ State level/ national level. This would include facilitating design and implementation of specific interventions.
- Conduct capacity-building workshops for the SPVs/ States/ national level in relation to crosscutting / transversal topics through design, facilitation and conducting workshops and trainings.
- Support in the Knowledge Capitalisation process and assist the PMU in the knowledge management process.
- Facilitate strategies for partnership and collaboration.
- Support the PMU in monitoring & evaluation activities.
- Assist the project implementing team in carrying out the necessary recommendations as per the Environmental and Social Management Plan.
- Any other work assigned by the CITIIS PMU or SPVs.

v. The transversal experts will intervene to support the SPVs and the States as per the work order requirements and on demand services. The expertise will be under the following (but not limited to) broad areas:

- Integrated waste management
- Climate change
- Environmental & Social (E&S) safeguards
- General stakeholder engagement and capacity building,
- Monitoring & Evaluation
- Procurement & Contract Structuring
- Project Finance and transaction Advisory
- Public Private Partnership
- Inclusion & Social Development
- Gender mainstreaming
- Land Economics (including Land Pooling, Value Capture)
- Inclusive Planning
- Participatory Planning
- Communication and Marketing

**vi. Scope under Component 2**

The expertise will be under the following (but not limited to) broad areas:

- Facilitating data-driven planning of climate action plans;
- Support in preparing state and municipal climate budgeting plans;
- Support the State in data integration on National Climate Data Observatory;
- Building capacities of municipal functionaries;
- Any other work assigned by the PMU.

**vii. Scope under Component 3**

The main objective of Component 3 is to empower the national and sub-national urban ecosystem through the dissemination of climate-responsible urban management practices. It aims at scaling up the key learnings and innovations of CITIIS 2.0 to all urban local bodies in the country. It includes capacity-building activities, mentoring activities, knowledge dissemination as well as monitoring and evaluation of the program. The Transversal Experts will support the PMU as and when required.

The mobilization of the Transversal Experts will be triggered through the issue of Request for Services and The Specific Work Order will be issued to the Transversal Consultant once the specific scope of services and expert's requirements have been



finalized. **When drawing up the Specific Work Order, the PMU shall use the rates per Expert Person Day/Month indicated in the Framework Agreement.**

## **Payment Terms**

### **1. Other expenses**

Other expenses like travel cost and accommodation will be reimbursed as per actual cost in accordance with the following rules:

- a. Local Travel** – Local Travel includes to and fro from departure city to airport/railway station, to and fro airport/railway station to selected city; and travel within the project sites in the city. The Experts will be required to submit original self-attested bills for reimbursement.
- b. Intercity Travel** - To and fro from departure city to the assigned city by Air/Train/Bus on actual basis. The Boarding Pass along with the Tax Invoice for travel by flight are required for claiming the reimbursement. Original self-attested tickets will have to be submitted for claiming reimbursement for travel by train/bus. Only economy-class travel will be reimbursed. The ticket cost should not include any add-on services like paid seats, lounge services, airport stay, extra luggage etc. The add-on services will not be reimbursed. In case of extra-ordinary circumstances, the ceiling amount may be enhanced on case by basis with prior approval of the Director, NIUA.
- c. Accommodation/Hotel** –Original Tax Invoice is required for claiming the accommodation/hotel expenses.
  - Payment shall not exceed the maximum quoted amount specified for each item. No price adjustment can be done in or across any individual items.
  - Original Tax Invoices (self-attested) are required for claiming all expenses.
  - All tax liabilities and insurance, if any, are to be included, managed and covered by the consultant herself/himself.

**NOTE: No other expenses except mentioned above shall be reimbursed whatsoever.**

# **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## **Section VIII – Conditions of Contract and Contract forms**

# CONTRACT FOR CONSULTING SERVICES

Project Name: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**between**

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*[Name of the Client]*

**and**

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*[Name of the Consultant]*

Date: \_\_\_\_\_

# 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, *[name of Client]* (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;
3. The Client has received funds from *Agence Française de Développement* ("**AFD**") toward the cost of the Services and intends to apply a portion of these funds to eligible payments under the Contract, it being understood that (i) payments by AFD will be made only at the request of the Client and upon approval by AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and AFD providing for the funds, and (iii) no party other than the Client shall derive any rights from the agreement or have any claim to the funds proceeds.

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, including Attachment 1 (AFD Policy – Prohibited Practices – Environmental and Social Responsibility), and Attachment 2 (Eligibility Criteria).
  - b) The Special Conditions of Contract.
  - c) Appendices:
    - Appendix A: Terms of Reference;
    - Appendix B: Consultant's technical Proposal (including signed Covenant of Integrity);
    - Appendix C: Breakdown of the Contract Price(s);

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, including Attachment 1, Attachment 2, Appendix A; Appendix B; Appendix C and Appendix D. 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

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*[Name of Client]*

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*[Authorized Representative of the Client – name, title and signature]*

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

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*[Name and signature]*

(Note – For a Joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sigh on behalf of all members shall be atatched)

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## II- FRAMEWORK AGREEMENT FOR CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER THE CITIIS (PROCUREMENT OF A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS)

### (i) 1. Subject

1.1. The Subject of the Framework Agreement is the provision by the Consultant to the Client of expert consultancy services on **Transversal Disciplines** in the context of the CITIIS program which is being implemented by the Principal Authority, and for which the Client has been designated as the Project Management Unit (**PMU**). The services may be required at any stage of the CITIIS program, commencing from the date of signing of this Framework Agreement till *[insert end date]*.

1.2. The Signature of the Framework Agreement imposes no obligations on the Client to purchase any services from the Consultant concerned. The implementation of the Contract is binding on the Client only through the **Request for Services and the Specific Work Orders**.

1.3. Once the implementation of the Contract has commenced, the Consultant shall provide the services in accordance with all the terms and conditions of the Contract.

### (ii) 2. Duration

2.1. The Contract shall enter into force on the date as mentioned in the Special Conditions of Contract (SCC).

2.2. Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the **Specific Work Order** enters into force.

2.3. The Contract is concluded for a period of **36 months** with effect from the date on which it enters into force. This Contract period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

2.4. The **Specific Work Order** shall be returned signed before the Contract to which they refer expires. The Contract shall continue to apply to such **Specific Work Order** after its expiry. They shall be executed no later than six months after expiry.

### (iii) 3. Payments and Implementation of the Contract

3.1. When the Client wants to request services under the Contract, the Client will send a **Request for Services** to the Consultant under the procedure for the Contract.

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3.2. Within 7 working days of a **Request for Services** being sent by the Client to the Consultant, the Client shall receive a confirmation of availability of the resources from the Consultant in accordance with the terms of the Framework Agreement. The Client will thereafter issue the Specific Work Order to the Consultant.

3.3. Within 3 working days of a **Specific Work Order** being sent by the Client to a Consultant, the Client shall receive it back, duly signed and dated.

\*\*\*\*\*

**ANNEXURE 01- REQUEST FOR SERVICES (model)**

<b>From:</b>	<i>[Insert Client's legal name]</i>
<b>Client's Representative:</b>	<i>[Insert name of Client's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representative's title or position]</i>
<b>Address:</b>	<i>[Insert Client's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>To:</b>	<i>[Insert Consultant's legal name]</i>
<b>Consultant's Representative:</b>	<i>[Insert name of Consultant's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representative's title or position]</i>
<b>Address:</b>	<i>[Insert Consultant's address]</i>
<b>Telephone:</b>	<i>[Insert Representative's telephone number]</i>
<b>Email:</b>	<i>[Insert Representative's email address]</i>

<b>Framework Agreement (FA):</b>	<i>[Insert short title of Framework Agreement]</i>
<b>FA Date:</b>	<i>[Insert Framework Agreement Date]</i>
<b>FA Reference No.</b>	<i>[Insert Framework Agreement reference]</i>

<b>RFS Ref No.:</b>	<i>[Insert reference of Request for Services(RFS)]</i>
<b>RFS Date:</b>	<i>[Insert date of RFS]</i>
<b>RFS issued:</b>	This RFS has been transmitted by: "post" or "email" or "fax"

On behalf of the Client-

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_



**TABLE 01 - SUMMARY OF SERVICES REQUIRED**

No.	Expert Profile Required	Quantity (in man days)	Place where service shall be performed
<i>[insert service no]</i>		<i>[insert total man days of engagement required]</i>	<i>[insert name of the place] On Site – [insert] Field – [insert]</i>

**TABLE 02 - SPECIFICATIONS OF REQUIRED SERVICES**

*[insert details of services to be performed by Transversal Experts under Specific Work Order, Key Deliverables, Timelines]*

**Expert Number –** *[insert relevant number of Key Expert as listed in Form 01- Summary of Services]*

Description of services	Deliverables	Timelines for Deliverables
<i>[insert description of related services]</i>	<i>E.g.</i> 1. Inception report 2. Draft report 3. ---- 4. --- 5. Final Report	

**Expert Number –** *[insert relevant number of Key Expert as listed in Form 01- Summary of Services]*

Description of services	Deliverables	Timelines for Deliverables
-------------------------	--------------	----------------------------

<i>[insert description of related services]</i>	<i>E.g.</i> 6. <i>Inception report</i> 7. <i>Draft report</i> 8. <i>--- 9. ---</i> 10. <i>Final Report</i>
---	--

(iv) TABLE 03 - ASSIGNMENT AND CONFIRMATION OF EXPERTS' INPUT *(to be filled by the Consultant)*

Expert's Details				Total Time Input (In months)		
Number	Name	Position	Location/City/SPV	Home	Field	Total
1	<i>[e.g., Mr. Abbb]</i>	<i>[ex. Monitoring and Evaluation Expert]</i>	<i>[insert city name]</i>	<i>[xx] man months</i>	<i>[xx] man months</i>	<i>[xx] man months</i>
2	----	-----	----	----	----	----
3						

(v) TABLE 04 – Reimbursements for Experts *(to be filled by Consultant)*

NAME OF EXPERT	Per diem	International Flights	Domestic Flights	Local Conveyance	Other miscellaneous costs*	Total
Name of Expert	<i>[EUR]</i>	<i>[EUR]</i>	<i>[EUR]</i>	<i>[EUR]</i>	<i>[EUR]</i>	<i>[EUR]</i>
	<i>[INR]</i>	<i>[INR]</i>	<i>[INR]</i>	<i>[INR]</i>	<i>[INR]</i>	<i>[INR]</i>
---						---
<b>Total B2</b>					<i>[total]</i>	<i>[total]</i>

*\*other miscellaneous costs – as agreed with the Client in advance.*

(vi) \_\_\_\_\_

On behalf of the Consultant (As acceptance of this Request for Services)

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

\*\*\*\*\*

## ANNEXURE 02- SPECIFIC WORK ORDER (*model*)

Specific Work Order Number *[insert]*  
Framework Agreement Number *[insert]*

This order (hereinafter called the "**Specific Work Order**") is made the *[number]* day of the month of *[month]*, *[year]*, between, The *National Institute of Urban Affairs [NIUA]*, which has been designated as the Program Management Unit (**PMU**) for the CITIIS\_(hereinafter called the "**Client**"), of the one part, and *[name of Consultant]* (hereinafter called the "**Consultant**").

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... and, on the other hand, a Joint Venture [name of the JV] consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant")."]* of the other part

Have Agreed,

### 1. **Subject**

- 1.1. This Specific Work Order Implements Framework Agreement Number *[insert]*, signed by the Client and the Consultant on *[insert date]*.
- 1.2. The subject of this Specific Work Order is as detailed in the Request for Services Number *[insert]* dated *[insert]* and confirmed by the Consultant on *[insert date]* and enclosed as Annex A (signed Request for Services).
- 1.3. The Consultant undertakes, on the terms set out in the Framework Agreement and in this Specific Work Order and the annex[es] thereto, which form an integral part thereof, to perform the tasks.

### 2. **Duration**

- 2.1. The Specific Work Order shall enter into force on the date *[insert date]*
- 2.2. The duration of the execution of the tasks shall not exceed the duration specified in Annexure A. This period is calculated in calendar days. Execution of the tasks shall start from *[the date of entry into force of this Specific Work Order] [insert date]*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### 3. **Price**

- 3.1. The total remuneration to be paid by the Client under this Specific Work order shall be INR/ EUR *[insert amount]* inclusive of all taxes, covering all tasks to be executed as detailed in

ANNEX B- PAYMENT TERMS.

- 3.2. In addition to the remuneration, reimbursables up to the amount of INR/EUR *[insert amount in figures and words]* will be reimbursed according to the provisions of the Framework Agreement.

### 4. **List of ANNEXES**

- 
- 4.1. ANNEX A – Signed Request for Services
  - 4.2. ANNEX B – Payment Terms

**SIGNATURES**

(vii) For the Consultant,

[insert full name]  
[insert designation]  
[name of Consulting Firm]

Place: \_\_\_\_\_

For the Client,

[insert full name]  
[insert designation]  
[Insert client's name]

Date: \_\_\_\_\_

**ANNEX A- SIGNED REQUEST FOR SERVICES**

*(to be attached)*

**ANNEX B- PAYMENT TERMS**

(viii) FORM B1 – Remuneration of Experts

<i>Number</i>	<i>Name</i>	<b>Expert's Details</b>			<b>Total Amount Payable</b>	
		<i>Position</i>	<i>Person per day Rate (inclusive of all taxes)</i>	<i>Time input in man-days</i>	<i>EUR</i>	<i>INR</i>
1	[e.g., Mr. Abbb]	[ex. Monitoring and Evaluation Expert]	[Off- site]	[insert man months]	[insert total amount]	[insert total amount]
			[On- Site]			
	---	---	---	---	---	---
<b>Total B1</b>					[total]	[total]

# 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 the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- b) "**AFD**" means *Agence Française de Développement* (AFD).
- c) "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- d) "**Consultant**" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- 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) "**Day**" means a calendar day unless indicated otherwise.
- g) "**Effective Date**" means the date on which the Contract comes into force and effect pursuant to Clause GCC 11.
- h) "**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.
- i) "**Foreign Currency**" means any currency other than the currency of the Client's country.
- j) "**GCC**" means these General Conditions of Contract.
- k) "**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.
- l) "**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.
- m) "**Local Currency**" means the currency of the Client's country.

- n) "**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.
- o) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.
- p) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) "**Services**" means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendices A and B** of the Contract.
- r) "**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.

<b>2 Relationship between the Parties</b>	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.
<b>3 Law governing Contract</b>	3.1	The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.
<b>4 Language</b>	4.1	The Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
<b>5 Heading</b>	5.1	The headings shall not limit, alter or affect the meaning of the Contract.
<b>6 Communications</b>	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 authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b> .
	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 <b>SCC</b> .
<b>7 Location</b>	7.1	The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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, the members hereby authorize 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 Authorized 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 **SCC**.

- 10 **Prohibited Practices and environmental and social responsibility** 10.1 AFD requires compliance with its policy in regard to prohibited practices, environmental and social responsibility as set forth in **Attachment 1** to the GCC.

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

- 11 **Effectiveness of Contract** 11.1 The Contract shall come into force and effect on the date (the "**Effective Date**") 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 **SCC** have been met.
- 12 **Termination of Contract for failure to become effective** 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.
- 13 **Commencement of Services** 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 **SCC**.
- 14 **Expiration of Contract** 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 **SCC**.
- 15 **Entire agreement** 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.
- 16 **Modifications or variations** 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.
- 16.2 In cases of substantial modifications or variations, the prior written consent of AFD is required.
- 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 hereunders.

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 fulfill 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 minimize 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 demobilize, 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 the Client's country.

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 interests 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 21.1.3, 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.
- 25.2 The Consultant shall permit and shall cause its Subconsultants to permit, AFD and/or persons appointed by AFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by AFD if requested by AFD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of AFD's inspection and audit rights provided for under this Sub-Clause GCC 25.2 constitute a prohibited practice subject to Contract termination.
- 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 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 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 willful 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 in Foreign Currency and in Local Currency 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 (itemized and finalized 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 (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until the said advance payments have been fully set off.
  - b) *The itemized 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, itemized 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 itemized 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 authorized, the Client may add or subtract the difference from any subsequent payments.
  - c) *The lump-sum Installment payments:* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment 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 sixty (60) 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**
- 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 realization 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**.

## **ATTACHMENT 1: AFD Policy - Prohibited Practices - environmental and social responsibility**

### **1. Prohibited Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”<sup>1</sup> available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”<sup>2</sup>.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person<sup>3</sup> or any of its subcontractors, Directors<sup>4</sup>, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

- By e-mail, to the address [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), or
- By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

### **2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

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<sup>1</sup> For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

<sup>2</sup> For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

<sup>3</sup> Means any natural or legal person, as well as any association or group of several such persons.

<sup>4</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.



## ATTACHMENT 2: Eligibility Criteria

### Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person<sup>1</sup> may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors<sup>2</sup>, employees or agents (be it declared or not):
  - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
  - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices<sup>4</sup>, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
    - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
  - 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
  - 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.<sup>5</sup> In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;

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<sup>1</sup> Means any natural or legal person, as well as any association or group of several such persons

<sup>2</sup> Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

<sup>3</sup> Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

<sup>4</sup> As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

<sup>5</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

- 2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
  - 2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:
- 3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.
1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

### 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
1.1(q): Services	“Services” means the work to be performed by the Consultant pursuant to the Contract, as described in Appendix A and B of the Contract.
4.1: Language	The language is: English.
6.1 and 6.2: Communications	<p>The addresses are:</p> <p><u>Client:</u></p> <p><b>National Institute of Urban Affairs</b>  1 Floor, Core 4B India Habitat Centre  Lodhi Road, New Delhi –110003  (91-11) 24643284 24617543, 24617517</p> <p><b>Attention: Dr. Debolina Kundu, Director(AC)</b></p> <p>Email (where permitted): <a href="mailto:citiis@niua.org">citiis@niua.org</a></p> <p><u>Consultant:</u> _____</p> <p>_____</p> <p>Attention: _____</p> <p>Fax: _____</p> <p>Email (where permitted): _____</p>
8.1: Authority of member in charge	Not Applicable
9.1: Authorized representatives	<p>The Authorized Representatives are:</p> <p>For the Client: <b>Mr. Naim Keruwala, Program Director – CITIIS</b>, Email: <a href="mailto:nkeruwala@niua.org">nkeruwala@niua.org</a></p> <p>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.
12.1: Termination of Contract for failure to become effective	Not applicable.
13.1: Commencement of Services	The Services shall start on: 7 days after the signing the Contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>14.1:</b> <b>Expiration of Contract</b>	<b>The time period shall be:</b> 36 Months (three years) (or any other period as may be subsequently agreed by the parties in writing).
<b>18.2: New Sub-Clause - Suspension or termination on the grounds of the security of the Consultant's Experts</b>	Not Applicable
<b>20.2:</b> <b>Law applicable to Services</b>	The Consultant commits to meet the AFD's eligibility criteria as listed under <b>Attachment 2</b> of the General Conditions of Contract. This undertaking also applies to the Experts and Subconsultants.
<b>20.3: New Sub-Clause - Permanent establishment</b>	<p>In the event of a legal or regulatory obligation for the Consultant to have a permanent establishment in the Client's country for the performance of the Contract, the Consultant shall provide the Client with proof of existence, or at least proof of process commencement for creating or registering such a permanent establishment in the Client's country, and the legal relationship with the Consultant, within thirty (30) days of the signing of the Agreement. At the end of the creation or registration process, the Consultant shall provide the Client with proof of the existence of such a permanent establishment.</p> <p>The Consultant shall be authorized, during the execution of the Contract, if the legal constraints or local regulations require it, to create or modify the existing Joint Venture, by integrating an existing local subsidiary or by creating a new one by the Consultant (or one of the members of the Joint Venture), without additional cost for the Client. An amendment to the Contract shall be used to formalize these actions.</p>
<b>23.1:</b> <b>Liability of the Consultant</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>Limitation of the Consultant's Liability towards the Client:</p> <p>a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds <i>[one]</i> times the total Contract amount.</p> <p>b) This limitation of liability shall not:</p> <p>(i) Affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law." ]</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>24.1:</b> <b>Insurance to be taken out by the Consultant</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <ul style="list-style-type: none"> <li>a) Professional liability insurance, with a minimum coverage of shall be equal to the total Contract amount;</li> <li>b) Third party liability insurance, with a minimum coverage of in accordance with the Applicable law;</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 as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</li> </ul>
<b>27.1:</b> <b>Proprietary rights in reports and records</b>	Not Applicable
<b>27.2:</b>	Not applicable
<b>29.1</b>	<p>The Categories, titles, broad job descriptions and minimum qualifications to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p> <p>The time inputs of the Experts will be in line with the Specific Work orders.</p>
<b>29.2 and 29.3</b>	<b>Not Applicable</b>
<b>35.1 (a) through (f):</b> <b>Assistance and exemptions</b>	Not Applicable
<b>35.1 (g):</b>	Not Applicable
<b>41:</b> <b>Ceiling amount (time-based) or Contract price (lump-sum)</b>	<p><b>The Contract is a unit price, time-based Contract inclusive of all taxes</b></p> <p>An estimate of the cost of the Services is set forth in <b>Appendix C</b> (Contract Price(s)). Payments under the Contract shall not exceed the ceilings in Foreign Currency and in Local Currency specified in the <b>Appendix C</b>.</p> <p>All payments under the Contract will be in accordance with the Specific Work order(s). The Consultant shall submit an admissible invoice, indicating the reference number of the Contract, the Specific Work Order to which it refers, for all payments in line with the Payments Schedule therein.</p> <p>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.</p>
<b>42.1:</b> <b>Remuneration and reimbursable expenses (unit price, time-based only)</b>	<p>A working (billable) day shall not be less than eight (8) working (billable) hours. When the remuneration is based on a monthly unit price, and yet the Expert had only worked for a portion of the month, the amount due to the Consultant will be calculated as the monthly unit price multiplied by the total number of days worked in that month (excluding weekends and public holidays), and divided by twenty-two (22). Remuneration for working the entire month cannot exceed the monthly unit price.</p> <p>The expenses shall be reimbursed on the basis of the actual cost incurred and as specified in the Specific Work Order(s).</p>
<b>42.3:</b>	<b>Price adjustment on the remuneration:</b> Does not apply

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>43.1 and 43.2: Taxes and duties</b>	No additional provisions.
<b>45.1(a): Mode of billing and payment - Advance payment</b>	<b>Mode of billing and payment: <i>According to schedule of payments for each Work Order</i></b> <b>Advance payment: Not Applicable</b>
<b>45.1(b): The itemized invoices (unit price-time-based)</b>	The Consultant shall submit to the Client itemized statements at time intervals of every quarter.
<b>45.1(c): The lump-sum Installment payments</b>	Not Applicable
<b>45.1(e):</b>	<b>The accounts are:</b> For Foreign Currency: <i>[insert account]</i> . For Local Currency: <i>[insert account]</i> .
<b>46.1: Interest on delayed payments</b>	<b>The interest rate is:</b> Not Applicable
<b>46.2: Damages</b>	Not Applicable
<b>49: Dispute resolution</b>	<b>Disputes shall be settled by arbitration in accordance with the following provisions:</b>  1. <u>Selection of the Arbitrator:</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions:  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 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  2. <u>Rules of Procedure:</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (Indian Arbitration Act) as amended, which is based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 and the UNCITRAL Arbitration Rules, 1976.  3. <u>Miscellaneous:</u> In any arbitration proceeding hereunder:  a) Proceedings shall, unless otherwise agreed by the Parties, be held in New Dehi, India.;

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<ul style="list-style-type: none"><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></ul>