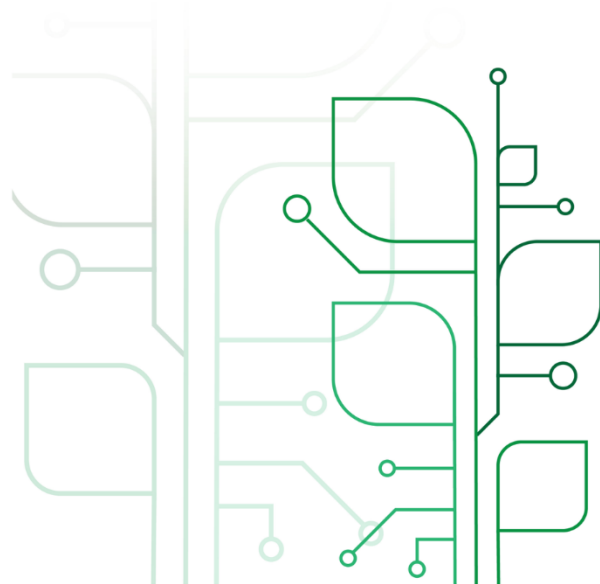


CONSULTANCY SERVICES FOR: END TERM AUDIT OF THE CITIIS PROGRAM

REQUEST FOR PROPOSALS

Issue Date: 01.08.2024

Closing Date: 28.08.2024



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

New Delhi
01.08.2024

1. The National Institute of Urban Affairs (NIUA) (hereinafter called “Client”) has been designated as the Program Management Unit (PMU) by the Ministry of Housing and Urban Affairs (MoHUA) and the Agence Française de Développement (AFD) towards managing the CITIIS (City Investments To Innovate, Integrate and Sustain) program. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. NIUA invites proposals from Agencies/Firms from consultants to provide the following consulting Services: ***‘END TERM AUDIT OF THE CITIIS PROGRAM’*** implemented by NIUA PMU. The audit firm shall be a domestic firm with its practice based in India and registered with the Institute of Chartered Accountants of India (ICAI). The maximum permissible overall budget for this assignment is INR 25,00,000 inclusive of taxes.
3. It is not permissible to transfer this invitation. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal.
3. This Request for Proposals includes the following documents:
 - This Letter of Invitation;
 - The Letter of Submission of the Proposal;
 - Technical Proposal;
 - Financial Proposal;
 - Terms of Reference;
 - Standard Form of Contract;
 - Statement of Integrity
 - Draft Format for Performance Bank Guarantee
4. The Proposal shall comprise of your Proposal Submission Form including Power of Attorney and signed Statement of Integrity, a Technical Proposal, a Financial Proposal (in a separate sealed envelope) and the signed Statement of Integrity, and must be submitted via hard copy to National Institute of Urban Affairs, Core 4B, 01st Floor, India Habitat Centre, New Delhi-110003 by XX.XX.2024, 17:00 hr IST.
5. The physical copy of the Technical Proposal should be 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 END TERM AUDIT OF THE CITIIS PROGRAM***”. **The contact details of the Consultant like name, address, mobile number and e-mail ID should be clearly mentioned on each envelope.**
6. Your proposal shall comprise your Proposal Submission Form including Power of Attorney, Technical Proposal, Financial Proposal inclusive of all taxes and the signed Statement 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 28.08.2024, 17:00 hr IST.**

7. The soft copy of the Technical Proposal must not include Financial Proposal. The soft copy should be uploaded at <https://niua.in/tenders> page at the given link for the “***RFP FOR END TERM AUDIT OF THE CITIIS PROGRAM***”.
8. The proposals will be evaluated based on a Quality and Cost Based Selection (QCBS) process which entails evaluation of both Technical and Financial proposals. The proposal selected is the one that obtains the highest Technical + Financial weighted score. The weightings would be 80% for the technical score and 20% for the financial score.
9. Within 15 days (fifteen) days of the receipt of Letter of Award from the Client, the successful Bidder shall furnish the performance bank guarantee (PBG) in accordance with the conditions of contract. The Performance Bank Guarantee (PBG) shall be 5 (Five) percentage of the contract amount. The PBG shall be furnished in the form of an unconditional guarantee issued by a bank (scheduled commercial bank) as per attached draft format.
10. To substantiate their credentials and to respond to any queries, the bidders may be asked to make a presentation of their technical bid, during the technical evaluation stage.
11. Any queries in relation to the RFP or the bid process shall be sent to citiis@niua.org prior to **09.08.2024 17:00 hr IST** and the responses will be available online by **19.08.2024**.
12. 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

Technical Proposal

Evaluation and Qualification Criteria and Standard Forms

1. ELIGIBILITY CRITERIA

- i. The Firm should be a Public Ltd./Pvt Ltd./NGO/Society/LLP /Proprietorship and with proven track record and seven years of existence.
- ii. The Firm/Company should be registered with Income Tax Authorities and GST Network. Copy of certificate of incorporation along with name change if any, copy of PAN Card and copy of GST Registration Certificate is required. **Joint-Venture (JV) is not allowed.**
- iii. The firm must be empaneled with the Comptroller and Auditor General of India. The certificate of empanelment should be attached.
- iv. On the last date of submission of the Proposal, the Consultant should not be blacklisted by Central Government/State Governments/Union Territories/PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The form for self – certified undertaking is attached in Tech Forms.
- v. The Consultant should have a minimum average annual turnover of INR 1 crore in the last three (3) Financial Years and positive Net Worth. Audited Financial Statements for these three (3) FYs should be submitted.
- vi. The Chartered Accountants Firm or any of its partners has not been declared guilty of any professional and/or other misconduct under the provisions of the Chartered Accountants Act, 1949 during the current year and immediate past five years. Any of the partners of the firm or their relative is /was not a member of NIUA during the current year and immediate past five years i.e. from 1st April, 2019 to till date. Self-certificate for the same should be attached.

If above Eligibility Criteria are not satisfied, then Technical Proposal will not be further evaluated.

1. HIRING PROCESS

A Consultant shall be selected under the selection method based on **Quality and Cost Based Selection (QCBS) with a ceiling amount of INR 25,00,000/- (Twenty Five Lakhs) including all taxes.**

The weightings would be 80% for the Technical Score and 20 % for the Financial Score.

The minimum qualifying technical score will be 70 out of 100. Non-compliant or inadequate technical proposals (i.e. scored below minimum technical score of 70) will be rejected.

Technical Score: The proposals will be assigned a Technical Score based on following criteria:

S. No.	CRITERIA	MAXIMUM SCORE
1	The Firms should have been in operation in India for at least 7 years after registration as on date of issuance of RFP. Registration: 7 Years to 10 years= 6 marks >11 Years to 15 Years =8 marks	10

	>15 Years = 10 marks	
2	<p>Average Annual Turnover of firm for the last three FYs ending on 31st March 2023 should be equal to or greater than Rs 1 crore -</p> <p>Turnover INR: 1 Crore to 2 Crore = 5 marks > 02 Crore to 03 Crore =10 marks >03 Crore =15 marks</p> <p>The Audited Financial Statements, P/L account and positive net worth certificate should be submitted for FY 2020-21, 2021-22 and 2022-23.</p>	15
3	<p>Work experience of carrying similar experience in audit of similar projects relating to Urban Development Sector –</p> <p>i. Four to six assignments – 10 Marks ii. Seven to ten assignments – 15 Marks iii. More than ten assignments – 20 marks</p> <p>Copy of Contract/ Work Order and Completion Certificates from the Client</p> <p style="text-align: center;">OR</p> <p>Copy of Contract / Work Order and Self-Certificate of Completion certified by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc.</p>	20
4	<p>Work experience in audit of projects relating to Grants from International Agencies in the Urban Development Sector –</p> <p>i. Four to six assignments – 10 Marks ii. Seven to ten assignments – 15 Marks iii. More than ten assignments – 20 marks</p> <p>Copy of Contract/ Work Order and Completion Certificates from the Client</p> <p style="text-align: center;">OR</p> <p>Copy of Contract / Work Order and Self-Certificate of Completion certified by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc.</p>	20
5	<i>Understanding of the CITIS project</i>	
I	Observations on the objectives & Comprehensiveness of the proposal (i.e. coverage of requirements in line with TOR)	5
ii	Detailing and relevance of tasks and expected outputs as per guiding documents including work plan.	5
6	<i>Composition and quality of proposed team – 5 Marks per CV for 5 positions - Position 01 – Team Leader</i>	25

	<i>Position 02 – Public Procurement Management Expert</i> <i>Position 03 – Public Finance Management Expert</i> <i>Position 04 – Urban Management / Governance Expert</i> <i>Position 05 – Environmental & Social Safeguards Expert</i>	
	TOTAL TECHNICAL PROPOSAL SCORE	100

Form TECH-1 Technical Proposal Submission Form

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

Location _____

Date _____

To:

The Director,

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

Dear Sir,

I, the undersigned, offer to provide the Services for **END TERM AUDIT OF THE CITHS PROGRAM**. in accordance with your Request for Proposals dated [XXXX] and our Proposal. I am hereby submitting my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

I, hereby, declare that:

- a) All the information and statements made in this Proposal are true and I accept that any misrepresentation contained in this Proposal may lead to the rejection of my Proposal by the Client;
- b) My Proposal shall be valid and remain binding upon us for the period of 90 days;
- c) My Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

I 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 me.

I remain,
Yours sincerely,

Enclosed

1. Annexure – I Power of Attorney
2. Annexure – II Signed Statement of Integrity on the Letter Head of the Firm

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

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 for XXXXXX, proposed to be developed by the (the “Client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said 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.

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the Bid/Proposal/Contract signed¹ _____ (the “Contract”)
To: _____ (the “Contracting Authority”)

1. We recognize and accept that Agence Française de Développement (“AFD”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution³ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (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, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - 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 (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
 - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

¹ In the case of a Contract already signed to be refinanced.

² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

³ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

- 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010⁴ (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
 - 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
 - 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf⁵, nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
 - a. Are 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;
 - b. Are 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;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
 4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
 - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
 - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

⁴ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

⁵ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
 - 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.⁶
 - 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
 - 7.1 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.
 - 7.2 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.
 - 7.3 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.
 - 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
 - 7.5 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.

⁶ For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>.

8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(*): If no amount has been paid or is to be paid, indicate “None”.

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____
 Duly empowered to sign in the name and on behalf of:⁷ _____
 Signature: _____
 Dated: _____

⁷ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

**Form TECH-2: Declaration Regarding Blacklisting/ Non-Blacklisting
From Taking Part in Govt. Tender**

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

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

Or

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

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

Dated this Day of, 2024....

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address:

Form TECH-3: Bidder Information Form

	Name of Bidder with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Year of Incorporation.	:	Proof of registration of the Bidder to be submitted
	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
	Name of Bankers with full address.	:	
i	Regional presence (Direct office)		The location details to be provided
	GST Registration Number	:	Copy to be submitted.

	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
1	Name and details (Tel / Mobile / Email) of contact persons	:	

From Tech 4 Technical Proposal

S. No.	CRITERIA
1	<i>Understanding of the project</i>
i	Observations on the objectives & Comprehensiveness of the proposal (i.e. coverage of requirements in line with TOR)
ii	Detailing and relevance of tasks and expected outputs as per guiding documents including work plan.
2	Work experience of carrying similar experience in audit of similar projects relating to Urban Development Sector
3	Work experience in audit of projects relating to Grants from International Agencies in the Urban Development Sector.
6	<i>Composition and quality of proposed team -</i> <i>Position 01 – Team Leader</i> <i>Position 02 – Public Procurement Management Expert</i> <i>Position 03 – Public Finance Management Expert</i> <i>Position 04 – Urban Management / Governance Expert</i> <i>Position 05 – Environmental & Social Safeguards Expert</i>

Form TECH 5 SIMILAR assignments

*List only previous SIMILAR assignments/ audits successfully completed in the last **seven** years*

Duration	Brief description of Previous Audits	Name of Client and location of Assignment	Approx. Contract value (<i>in INR</i>)/ Amount paid to your firm
{e.g., Jan.2009–Apr.2010}	{e.g., “Financial audit of World Bank funding towards Sanitation Mission; }	{e.g., Ministry of, country}	

Form TECH 6 CV-1 [Curriculum Vitae (CV)]

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

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

Position 01 – Team Leader

[at least ten years' experience in financial auditing and professional references for similar missions (i.e. audits of projects/programs financed by development partners). He/she must also be listed on the register of a recognized association of chartered accountants.]

Position Profile: Team Leader	
Name of Expert [Insert full name]	
Date of Birth	
Country of Citizenship/Residence [day/month/year]	

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
[e.g., May 2005-present]	[e.g., Ministry of....., advisor/consultant to... For references: Name, Designation, Relationship (reporting officer/colleague), contact details (mobile, email, etc.)		

Membership in Professional Associations and Publications:

Adequacy for the Services: (Should be part of all proposed CVs)

Mention special references of previous experience/ audits conducted which involve funding from International Grants Agencies (add emphasis if funds originate from European Union and/or Agency

Française de Développement – AFD) Mention experience in handling audit assignments with respect to Government Agencies and any experiences relating to audit of Urban Development Sector.

Expert’s contact information: [*e-mail, 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
<i>[day/month/year]</i>		

Name of authorized Representative of the Consultant <i>[the same who signs the Proposal]</i>	Signature	Date
--	-----------	------

Position 02 – Public Procurement Management Expert

[at least five years’ experience of public procurement, as well as of procurement for projects / programs financed by development partners]

Position Profile: Public Procurement Management Expert	
Name of Expert [Insert full name]	
Date of Birth	
Country of Citizenship/Residence [day/month/year]	

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed for the above position.

Position 03 – Public Finance Management Expert

[at least five years' experience in preparing and monitoring budget implementation (budget management, accounting management and de-concentration/decentralization) and sound knowledge of Indian and International Accounting and Auditing standards]

Position Profile: Public Finance Management Expert	
Name of Expert [Insert full name]	
Date of Birth	
Country of Citizenship/Residence [day/month/year]	

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed for the above position.

Position 04 – Urban Management / Governance Expert

[at least five years' experience in managing large-scale urban projects, preferably funded by international donor agencies such as AFD, ADB, World Bank etc.]

Position Profile: Urban Management / Governance Expert	
Name of Expert [Insert full name]	
Date of Birth	
Country of Citizenship/Residence [day/month/year]	

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed for the above position.

Position 05 – Environmental & Social Safeguards Expert

[at least five years' experience in managing Environmental & Social safeguards, preferably funded by international donor agencies such as AFD, ADB, World Bank etc.]

Position Profile: Environmental & Social Safeguards Expert	
Name of Expert [Insert full name]	
Date of Birth	
Country of Citizenship/Residence [day/month/year]	

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed for the above position.

Form TECH-8: Financial Information: Net worth

Consultant	------(Name of Consultant)						
FY	2020-21	2021-22	2022-2023				
Net Worth							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Signature of Bidder</p> <p>Date and Place</p> </td> <td style="width: 50%; vertical-align: top; text-align: center;"> <p>For (Name of Accounting Firm)</p> <p>Name and signature of Chartered Accountant</p> <p>Membership Number</p> <p>(with Seal and UDIN No)</p> </td> </tr> </table>						<p>Signature of Bidder</p> <p>Date and Place</p>	<p>For (Name of Accounting Firm)</p> <p>Name and signature of Chartered Accountant</p> <p>Membership Number</p> <p>(with Seal and UDIN No)</p>
<p>Signature of Bidder</p> <p>Date and Place</p>	<p>For (Name of Accounting Firm)</p> <p>Name and signature of Chartered Accountant</p> <p>Membership Number</p> <p>(with Seal and UDIN No)</p>						

Form FIN 1 Financial Proposal

Location _____

Date _____

To:

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

Dear Sir,

I, the undersigned, offer to provide the Consultancy Services for **END TERM AUDIT OF THE CITIIS PROGRAM**. in accordance with your Request for Proposal dated [XXXX] and our Technical Proposal. My Financial Proposal is for the amount of INR [XXXX] [*Indicate amount in words and figures*], including all taxes, duties and fees as follows –

<i>Item</i>	<i>Total Fees (in INR inclusive of all Taxes)</i>
<i>End Term Audit of the CITIIS Program</i>	

**All tax liabilities are to be managed by the consultant.*

Consultant's Signature (Name):

Address:

Terms of Reference

1. BACKGROUND

- 1.1 The CITIIS (City Investments to Innovate, Integrate and Sustain) program is the main component of the ‘Program to fund Smart City projects through a Challenge Process’ and was launched in July 2018. It is supported by the Ministry of Housing and Urban Affairs (MoHUA), Agence Française de Développement (AFD) and the European Union (EU). The program is being coordinated and managed by the Program Management Unit (PMU) at the National Institute of Urban Affairs (NIUA) in New Delhi.
- 1.2 The CITIIS program is conceptualised to assist Indian cities in implementing urban infrastructure projects that are integrated, innovation driven and sustainable. The 12 selected projects will improve sustainable mobility, increase the amount of public open spaces, implement technology to improve e-governance and drive social and organizational innovation in low-income settlements. For more details on the program and each project visit: www.niua.org/citiis
- 1.3 The program combines financial assistance through loans and grants and, technical assistance through mentorship to its projects. This assistance focuses on strengthening institutions by committing resources to systematic planning (maturation phase) before implementation, by developing results-based monitoring frameworks and by adopting technology for program monitoring.
- 1.4 Credit Financing Agreement (CFA) and Grant Facility Agreements (GFA) were signed on 10th March 2018 between the AFD and the Government of India to implement the “CITIIS program”. As per clause 2.1 of the Grant Finance Agreement dated 10th March 2018, AFD shall make available a Grant in maximum aggregate amount of six million Euros (for the program). As per clause 2.2.2 of the Program Manual, the grant will be managed by the PMU at NIUA to cover expenses related to the PMU functioning and technical assistance for the program (including Mentors, Pool of specialized experts, Technical Advisory Team, Technical Assistance at State level, etc. as per the approved budget).
- 1.5 With reference to clause 3.2.5 of the GFA, the beneficiary of the grant has agreed that the dedicated Program Account shall be audited on an annual basis. Furthermore, with reference to clause 6.3.4 of the Program Manual, a Program end term independent audit report shall be commissioned by the MoHUA to control the enforcement of the Program documents as defined in the CFA. This audit shall be carried out by an independent and reputable auditing firm, appointed by the Government of India, subject to the AFD’s ‘no-objection’ on the terms of reference of the audit mission and the appointed auditing firm.

2. OBJECTIVES OF THE AUDIT

- 2.1 The objectives of this audit are to enable the auditor to express an independent, professional opinion about the status of program vis-à-vis the Credit Facility Agreement (CFA) through which a loan has been made available to the Government of India (GoI); the funds are further disbursed from GoI to the Smart City SPVs via the State Governments.
- 2.2 Assessing the compliance with procedures setout for project implementation in the Credit Financing Agreement (including the Environmental and Social Commitment Plan – ESCP) and the Tripartite Agreements signed between MoHUA, the State Government and the Smart City SPV.

- 2.3 Procurement audit of the SPVs selected under the CITIIS program on a sample basis to assess procurement is done as per the applicable Government norms.
- 2.4 Audit of the MoHUA budgetary lines, the transfer of funds to the States and a review of the SPVs annual audit reports.
- 2.5 A Mid-Term Audit of the CITIIS Program already has been completed and will be shared with the selected Consultant after award of the contract.

3. CONTENTS OF THE MISSION

In view of the above, the mission of the auditor comprises three stages,

- 3.1 An analysis of the process from the maturation to implementation phase of the CITIIS program / Program Process Audit – on which the auditor gives a professional and independent opinion on the implementation phase of the program (i.e. after conclusion of the Mid –Term Audit). The auditor shall review the CFA and conduct relevant interviews for preparing the process audit. A summary of this report shall be made setting-out phase-wise documentation, observation and recommendations.
- 3.2 An analysis of the compliances, procedures and guidelines set-out in the CFA (including ESCP) and the Tripartite agreement; Compliance Audit- on which the auditor gives a professional independent opinion on the compliances set-out in the program documents. The auditor shall assess the conditions precedent and provide an independent and justified opinion on the compliances.
- 3.3 An analysis concerning the procurement at select SPVs / **SPV Audit** – on which the auditor gives a professional and independent opinion concerning the procurement under CITIIS by the SPV. **4 SPVs** shall be selected jointly by the Auditor and NIUA for audit. The auditor shall give an independent and justified opinion on the usage of grants and where appropriate, establish a detailed and objective assessment of any fraud, falsifications of financial statements, or misappropriation of assets from funds allocated to this program detected by the mission. The auditor shall also review relevant sections of the SPV audit reports. A summary of this report shall be made setting out, in the form of summary tables, the utilization of project funds and the share of funds, which are not or not sufficiently justified, according to the types of expenditure where anomalies are found etc.
- 3.4 An **Internal Control Letter** – which shall include the following recommendations:
 - i. Comments and suggestions on the program process vis-à-vis the program management and governance;
 - ii. The weaknesses or irregularities discovered during the audit, as well as a categorization by type of problem and proposals for regularization measures (the comments shall in particular concern the internal and external causes of the anomalies or weaknesses identified);
 - iii. An indication of the problems identified during the four missions which are likely to have a significant impact;
 - iv. Any other question that the auditor shall deem fit to bring to the attention of the audit requesting party.
- 3.5 The recommendations shall be prioritized and addressed to AFD and the audit requesting party.

4. EXPECTED DELIVERABLES

4.1 The final completed audit report, which shall be treated as the final deliverable by the consultant shall be broken down into separate chapters as follows-

- 4.1.1 An analysis report concerning the program process as set out in 3.1
- 4.1.2 An analysis report concerning compliances as set out in 3.2
- 4.1.3 An analysis report concerning SPVs procurement audit as set out in 3.3
- 4.1.5 A report of the Internal Control as set out in 3.4
- 4.1.6 Where applicable, a specific appendix comprising a list referencing, for each relevant observation/risk identified, the signs or suspicions of fraud, corruption or conflict of interest which may be related to them.

5. SCOPE OF THE AUDIT

5.1 The audit shall cover the account(s), opened in the context of the Program implementation by the SPVs. It shall provide the assurances that the program process, procurement and compliances are as per the set Government norms and conditions laid down in the CFA (including the ESCP) and the Tripartite agreement.

5.2 The audit will be performed at New Delhi, with additional travel that maybe required to the four selected cities (SPVs). The SPVs shall be selected jointly by the Auditor and NIUA. The auditor should confirm the location for the audit with the Entity prior to the start of the audit fieldwork and ensure that relevant supporting documents as well as key staff will be available during the audit. The auditor should take into account that the Beneficiary may require meetings to prepare the audit and to discuss the draft report and that this way involve additional travelling.

5.3 The auditor will inform NIUA and AFD as soon as possible about any limitations in the scope of work he/she may find prior to or during the audit. The auditor will report any attempt by any entity to restrict the scope of the audit, or any lack of co-operation on the part of any entity.

6. DELIVERABLES AND SCHEDULE

6.1 The auditor shall deliver the required deliverables within a maximum of **Four (04) months** from the date of award of the contract

6.2 The auditor shall mention explicitly in the technical proposals as to the timelines which would be required for the on-Site, off-site works, preparation of the reports, closing and submission milestones.

6.3 All documents/ reports prepared by the auditor as mentioned in point 3 of these present terms of reference, together with the Financial Statements, shall be submitted in paper and electronic form to the PMU (NIUA).

6.4 The documents shall be addressed to the Program Director - CITIIS, NIUA.

7. PAYMENTS

The payment shall be made as follows –

S. No.	Payment Stage	% of the Contract Amount
1	Submission of draft report including mission report to 4 cities	40%

2	Submission of final Audit Report following AFD's "no objection letter"	60%
---	--	-----

The contract amount includes the cost of travel, accommodation, logistics, food etc for tour to 4 cities.

Standard Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *National Institute of Urban Affairs* (“the Client”) having its principal place of business at *Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 3*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*; Telephone: _____, Email: _____.

BACKGROUND

The *National Institute of Urban Affairs* (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Ministry of Housing and Affairs. The grant was made available by Agence Française de Développement (AFD) with European Union (EU) towards the cost of *City Investments to Innovate, Integrate and Sustain (CITIIS)*.

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the Services and submit the reports specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”.
- 2. Contract Period**

The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account’s name:

- 4. Contract Administration**
- A. Coordinator
- The Client designates Mr./Ms. *[insert name]* as Client’s Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
- B. Reports
- The reports listed in Annex A, “Terms of Reference and Scope of Services” shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.
- 5. Performance Standard** The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for subscribing to an appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *India*, and the language of the Contract shall be the English language.
- 12. Termination** The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 30 days’ notice.
- 13. Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration Rules as at present in force.
- 14. Declaration of Integrity** The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.
- 15. Consultant’s Status** If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant

shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

ANNEX A - Terms of Reference and Scope of the Services

ANNEX B – CONSULTANT’S Technical Proposal

ANNEX C –Payment Schedule and Modalities

ANNEX D - Statement of Integrity, Eligibility and Social and Environmental Responsibility

ANNEX E- Performance Bank Guarantee

ANNEX D - Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid/Proposal/Contract signed⁸ _____ (the “Contract”)
To: _____ (the “Contracting Authority”)

1. We recognize and accept that Agence Française de Développement (“AFD”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,⁹ nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution¹⁰ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (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:
 - d) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - e) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - f) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
 - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010¹¹ (in the event of such ineligibility, we

⁸ In the case of a Contract already signed to be refinanced.

⁹ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

¹⁰ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

¹¹ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

- may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
 - 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf¹², nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
 - a. Are 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;
 - b. Are 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;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
 4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
 - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
 - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
 - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the

¹² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
 - 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.¹³
 - 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
 - 7.1 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.
 - 7.2 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.
 - 7.3 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.
 - 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
 - 7.5 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.
8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related

¹³ For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>.

to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.

9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____
 Duly empowered to sign in the name and on behalf of:¹⁴ _____
 Signature: _____
 Dated: _____

¹⁴ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

ANNEX E – Draft Format for Performance Bank Guarantee

(On Appropriate Stamp Paper]

Ref: _____

Date: _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, [<<name of the bidder>>] (hereinafter called “the Consultant”) has undertaken, in pursuance of contract no. [<<Insert Contract No.>>] dated. [<<Date>>] to provide services for [<<name of the assignment>>]

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, [<<Name of Bank>>] a banking company incorporated and having its head/registered office at [<<Address of Registered Office>>] and having one of its office at [<<Address of Local Office>>] have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) and we undertake to pay you, upon your first written demand declaring the **bidder/consultant** to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the **bidder/consultant** shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until [<<Insert Date>>] Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- II. This bank guarantee shall be valid up to [<<Insert Expiry Date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this

bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee will automatically cease.

Date

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)