## REQUEST FOR PROPOSAL

## **FOR**

## SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU)

# TO SUPPORT THE NATIONAL INSTITUTE OF URBAN AFFAIRS

## **FOR**

PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023



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#### 1. DISCLAIMER

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

This Tender Document is not an agreement and is neither an offer nor an invitation by the NIUA Representatives to any other party. This Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the assignment. Such assumptions and statements, in this Document do not purport to contain all the information that each Applicant may require. This Document may not be appropriate for all persons, and it is not possible for NIUA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Document. The assumptions, assessments, information and statements contained in this Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this Document, and obtain independent advice from appropriate sources.

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

The NIUA Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document or cancel process.

#### 2. LETTER OF INVITATION

#### Dear Mr./Ms.:

- 1. NIUA invites proposals from Agencies/Firms through an open RFP for SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU) TO SUPPORT THE NATIONAL INSTITUTE OF URBAN AFFAIRS FOR PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023 for a maximum period of 12 months. The process for selection of the Agency and operation of the Contract thereafter has been outlined in this RFP.
- 2. It is not permissible to transfer this invitation to any other firm.
- 3. The RFP shall be published on the NIUA website and is free of cost for download.
- 4. Bid Security / Earnest Money Deposit (EMD) of **INR 2.7 lakh** is required for the submission of the proposal.
- 5. The method of selection is **Quality cum Cost Based Selction (QCBS) with a ceiling amount of INR 1,34,00,000/- (including all taxes).** The Financial Bids exceeding the ceiling amount will be rejected and will not be considered in the evaluation. The Bidders are requested to provide their best Technical and Financial Bids.
- 6. A two-bid QCBS will be followed. The Technical Proposals of the qualified Bidders shall be evaluated as per the predefined criteria. Only the bidders who get an overall technical score of 60 or more will qualify for the opening of their financial bids. Failing to secure minimum marks shall lead to technical disqualification of the Bid. The total score obtained by Technically qualified bidders will be based on 70:30 ratio where 70% weightage will be given to technical evaluation and 30% to the financial evaluation.
- 7. The Bidders shall be required to make a presentation of their **Technical Proposal**, during the technical evaluation stage.
- 8. Any queries in relation to the RFP to be sent prior to 09.12. **2022**, **15:00** hr IST and the responses will be available online at NIUA website after the pre-bid meeting by **12.12.2022**.
- 9. The hard copy of Technical Proposal should be properly bound and with reference of page numbers wherever required.

Yours sincerely,

Director

**National Institute of Urban Affairs** 

## 3. FACT SHEET

S. No.	Key Information	Details
1	Assignment Title	SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU) TO SUPPORT THE NATIONAL INSTITUTE OF URBAN AFFAIRS FOR PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023
2	Client	National Institute of Urban Affairs
3	Location	New Delhi
4	Date of publication of RFP	05.12.2022
5	Last date of submission of queries	09.12.2022
6	Pre-Bid Meeting	12.12.2022 at 15:00 hrs to be held at first Floor Conference Room of National Institute of Urban Affairs, Core 4 B, India Habitat Centre, Lodhi Road, New Delhi.
7	Bid Submission	The RFP can be downloaded free of cost from NIUA website https://niua.in/tenders
		The Technical Bid and Financial Bid can be submitted on GeM Portal
8.	Tender Fee	No Tender Fee.
9	Earnest Money Deposit	The bidder is required to submit EMD of INR 2.7 lakh only in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in favor of National Institute of Urban Affairs payable at New Delhi. The validity of EMD should be 3 months from the date of submission of Bid. Bid that do not accompany EMD shall be summarily rejected.
10	Performance Security	The successful bidder(s) is required to submit Performance Guarantee equivalent to 5% of the estimated contract value in the form of Fixed Deposit Receipt, Banker New Delhi-110003. Guarantee from any of the scheduled commercial bank in favour of National Institute of Urban Affairs payable at New Delhi valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder.
11	Language of the bid	The bid should be submitted in English.
12	Bid validity	60 days from the date of submission of bid.
13	Address for communication	The Director, National Institute of Urban Affairs, Core 4 B, India Habitat Centre, Lodhi Road, New Delhi.

		Name of the contact person: Akash Parmar
		Email ID: procurement@niua.org
14	Joint Venture /	Joint Ventures / Consortiums are not allowed for this
	Consortium	engagement. The bidding entity must be a single entity
		duly registered under the applicable laws of country.

#### 4. PROJECT BRIEF & SCOPE OF WORK

#### U20 and its objectives

The world is more urban than ever. Today, more than half of the global population lives in cities, and it is estimated that cities will host two-thirds of all people by 2050. Cities also consume over 75% of the world's energy, generate 75% of related emissions, and they are experiencing the impacts of climate change first-hand. National governments have a key role in strengthening all tiers of governments by aligning them with the contemporary agenda and providing knowledge as well as appropriate policy frameworks compatible with macroeconomic parameters. These initiatives need to be accompanied by an array of reforms, institutions and modifications in the existing statutory and regulatory structures to bring about desirable change in functions and finances of urban local governments. Impacts of climate change as well as pandemics and other political conflicts on cities are making the achievement of SDG 11 even more challenging. It is now the imperative of cities across the world to show the way towards a prosperous, sustainable and inclusive future. Effective local actions on emerging urban issues requires productive dialogue between the national and local governments.

The G20 is one of the world's key forums for global diplomacy. Apart from its summit with heads of state and heads of government, it comprises of ten engagement groups - such as the Civil 20, Women 20, Youth 20, and Urban 20 among others. Cities will continue to be centres of innovation, creativity, and opportunity that India must foster & encourage further. It was felt that there is a need to collectively deliberate and foster innovative urban development approaches globally and improve urban planning, management and governance to ensure that future cities are inclusive, sustainable, and resilient.

The U20 brings together mayors and governors of the major cities of the G20 countries. Based on the recognition that cities play an important role in creating a sustainable and inclusive world, U20 brings together major cities from G20 member states to discuss global challenges, form a common position and produce recommendations for consideration by the G20. It results in the creation of a communiqué - an action-oriented document that is collectively prepared and endorsed by U20 participating cities. The overall goal of U20 is to create a space for major cities to discuss and develop a common position that reflects their perspective on global challenges - with a specific focus on the issues at the nexus of climate change and the Sustainable Development Goals - and that can be presented to the G20 in order to enrich its agenda and inspire political and economic reforms in favour of innovative and transformative urban solutions to global challenges. The broad objectives of the U20 are:

- To deepen the commitment and collaborate on making cities and human settlements integrated, inclusive, sustainable and resilient.
- To increase cooperation among U20 cities in the housing and urban development sectors, through knowledge sharing programs centring around best practices and policies; and
- To prepare roadmaps and strategies to follow up on earlier commitments.

The underlying rationale of cooperation on urbanization among the U20 cities is to share urban knowledge, develop mechanisms for nurturing peer-to-peer partnerships, promote evidence-based policymaking and learn useful lessons from individual experiences of 'urban transition'. Since the participating cities are characterized by distinguished economies and development patterns, they differ vastly from one another in their urbanization trajectories and experiences with urbanization.

#### Scope of work

India will assume the Presidency of the G20 from 01 December 2022 to 30 November 2023, and call out for collective action among all G20 nations on pertinent issues related to sustainable development and economic growth. The upcoming presidency of G20 and U20 also allows India an unparalleled opportunity to promote just, inclusive, and sustainable cities. The National Institute of Urban Affairs (NIUA) is the think tank for the Ministry of Housing and Urban Affairs, Government of India and a premier national institute for research, capacity building, policy advocacy and knowledge dissemination. NIUA will act as the technical secretariat to support Ministry of Housing and Urban Affairs, supporting institutions and other stakeholders to effectively deliver U20.

A dedicated Project Management Unit (PMU) is being set up at NIUA to provide technical support in delivering the tasks envisaged for U20. The selected Agency shall provide the required technical experts for setting up the PMU under NIUA, which will be responsible for undertaking the following tasks:

- i. Study previous U20 editions and assist in research on related topics
- ii. Develop and finalize the priorities/ themes for U20 Ahmedabad
- iii. Coordinate on a regular basis with AMC and the Ministry of Housing and Urban Affairs (the 'Ministry') for effective delivery
- iv. Provide support for identifying and bringing various partners on board for supporting the activities envisaged under U20
- v. Provide support for coordination with other G20 Engagement Groups/ Sherpas
- vi. Align the U20 activities and outputs with activities and outputs being delivered under G20
- vii. Prepare record of discussions, briefings, meeting agendas, issue notes, draft outcome documents and reports from the various deliberations/meetings held during U20 and undertake follow up activities based on decisions of various meetings
- viii. Maintain events calendar
- ix. Provide content support for Sherpa meetings and Mayor's Summit and all other related meetings and events
- x. Manage task forces under the U20 and prepare/finalize various reports and white/ theme papers
- xi. Draft the communique in collaboration with AMC (with inputs from sector experts)
- xii. Provide support in finalising the Communique based on inputs received from U20 cities and preparing the final report
- xiii. Undertake procedural documentation and maintain a repository of relevant documents
- xiv. Create and maintain website, web content for U20 India.
- xv. Coordinate with U20 Global Secretariat for sharing content for U20 website (urban20.org)
- xvi. Undertake communication and outreach activities during the period of India's presidency
- xvii. Undertake any other U20 relevant tasks as and when required

#### 5. CRITERIA FOR QUALIFICATION

The purpose of this Request for Proposal (RFP) is to select an Agency for Project Management Unit (PMU) to work with NIUA and AMC to deliver the above-mentioned tasks in an effective and timely manner. NIUA invites sealed 'Proposals' from eligible, reputed, qualified companies who participate in the process as per the requirements detailed out in this RFP document. This RFP is open to all Bidders meeting the minimum eligibility criteria as mentioned in this section of the RFP document. All proposals shall be prepared in accordance with the requirements and procedures as set out in this RFP and submitted before the deadline of the submission. Eligible applicants would be required to make a presentation on their credentials and the proposal before a committee of Officers constituted by NIUA. The exact date, time and venue for the discussion and presentation would be communicated separately.

#### **Timeline**

The PMU will support the execution of the U20 activities during the period of India's presidency. The team will have to be mobilised within 7 days of signing of contract and will deliver the required services for a period of 12 months. The term of the contract will not be extendable.

#### Pre-qualification criteria

S. No.	Parameter	Criteria	Documents Required
1	Company Profile	Should be a company registered under the provisions of the Indian Companies Act, 2013 / Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act.  Registered with the Income Tax Authorities.  Registered with GST Network.  Should have been in business in this fields at least for last 10 years.	Copy of certificate of incorporation along with name change if any Copy of PAN Card Copy of GST registration Certificate
2	Annual Turnover	The bidder should have an average annual turnover of minimum INR 100 Crore during the last three audited financial years (FY2019-20, FY 2020-21 & FY 2021-22).  The company should not have incurred loss in more than two years in preceding three years.	Certificate from the chartered accountant. The format is enclosed in Annexure IV.  OR  Certificate from the Statutory Auditor highlighting the area of operations and respective turnover.  Profit and loss statement and asset & liability statement of the

			companies to be submitted.
3	Blacklisting	As on last date of submission of the Proposal, the bidder should not be blacklisted by any government agency in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Self-Certified undertaking by the authorized signatory as per format in Annexure V.
4	Personnel Strength	The Bidder should have at least 100 full-time personnel / consultants / resources on their payroll.	Certificate from the Statutory Auditor or HR Head. The format is enclosed in Annexure VI.
5	Urban experience	The Bidder should have at least 5 projects (ongoing/ completed) in the <b>urban development sector</b> , each of minimum value Rs.1 crore, in the last 5 years (from the date of publication of RfP)	Copy of Contract/ Work Order and Completion Certificates from the Client OR
		The Bidder should have at least 2 ongoing/ successfully completed <b>PMU</b> projects at the state government or central government level in the last 5 years (from the date of publication of RfP)	Copy of Contract / Work Order and Self- Certificate of Completion/Ongoing certified by the Authorized Signatory on the Letter Head of the
		The Bidder should have successfully organised at least 1 national/ international conference/ seminar/ conclave in the last 5 years (from the date of publication of RfP)	Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc.

## 6. <u>TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER</u>

S. No.	Criteria	Criteria Details		Documentary Evidence	Max Marks
1.	Bidder's Profile [A] Experience of similar engagements	Number of successfully implemented national/ international conferences or workshops in the last 5 years (From the date of publication of RfP), where the bidder was the main organiser.  Type of Conference Marks National Conclaves / 2 for each		Copy of Contract/ Work Order and Completion Certificates from the Client; OR Copy of Contract/ Work Order and Self-Certificate of Completion certified by	20
		National Conclaves / 2 for each (max 10 marks)  International 5 for each (max 10 marks)		the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of	
		Conclaves / (max 10 Conferences marks)		start, date of completion, contract amount and total payment etc.	
2.	[B] Experience of similar engagements	Number of ongoing/successfully completed PMU projects for central or state governments in the last 10 years (from the date of publication of RfP).  No. of Projects A Projects Frojects Frojects Frojects or more Marks Triple 10		Copy of Contract/ Work Order and Completion Certificates from the Client; OR Copy of Contract/ Work Order and Self-Certificate of Completion/Ongoing 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.	10
3.	Approach and Methodology	Description of Bidder's understanding of Approach and Methodology		Bidder's Technical Proposal	10
4	Presentation	Presentation made by bidder		Presentation made by bidder	10

5 CVs of the Personnel		Resources will be scored on to profiles against the profile requestion mentioned in Section 5.		CVs of the Resources	50
		Resource Name	Marks		
		Team Leader (Delhi based)	12		
		Senior Associate/ Deputy Team Leader (Ahmedabad based)	10		
		Communication Expert (Delhi based)	6		
		Communication Expert (Ahmedabad based)	6		
		Associate (Delhi based)	5		
		Associate (Ahmedabad based)	5		
		Junior Associate (Ahmedabad based)	2		
		IT Expert (Delhi based)	2		
	Logistics Manager (Ahmedabad based)	2			
		TOTAL	50		
		Total Mark	S		100

The bidder who obtain minimum 60 marks will be qualified for opening of the Financial Bid.

#### 7. TEAM COMPOSITION AND JOB DESCRIPTION

The PMU will be a nine-member team, led by a Team Leader.

- The Team Leader will be stationed in Delhi along with a Project Associate, IT expert and a Communication Expert.
- 5 members will be stationed in Ahmedabad and will consist of 1 Senior Associate (who will act as the Deputy Team Leader), 1 Communication Expert, 1 Project Associate, 1 Project Assistant, and 1 Logistics Manager.

The job description of the PMU members is as follows:

#### A. Team Leader (Delhi based)

Name of Position	Team Leader	
Requirement	01	
Responsibilities	<ul> <li>Work closely with NIUA to prepare a strategy and plan of action to deliver U20 effectively during India presidency</li> <li>Establish good relations and work in close collaboration with the Ministry, Ahmedabad, global U20 secretariat and any other partners identified for supporting the activities under U20;</li> <li>Coordinate all activities mentioned in the scope of work (Section 1.2) to ensure timely delivery;</li> <li>Coordinate with any third-party event management agencies appointed for organisation of U20 events and side events.</li> </ul>	
Qualification	Master's Degree urban/city planning, public policy, architecture, urban economics, governance, etc.	
Experience	<ul> <li>Experience with the current organization should be more than one year</li> <li>The candidate should be a highly motivated team manager, well-organized, adept at building relationships inside and outside the organization, and with a track record as an exceptional Urban Domain Expert.</li> <li>Minimum 15 years of experience with at least 8 years of experience in the urban domain.</li> <li>Minimum 5 years of experience in leadership role.</li> <li>Must have experience in leading PMUs for Government organizations.</li> <li>Must have experience in leading at least 1 similar project involving conceptualisation and organisation of national/international conclaves/ conferences.</li> <li>Experience with the current organization should be more than 1 year.</li> </ul>	

#### B. Senior Associate/ Deputy Team Leader (Ahmedabad based)

Name of	Senior Associate/ Deputy Team Leader	
Position		
Requirement	01	

Responsibilities	<ul> <li>Support Team Leader of NIUA PMU on the various tasks;</li> <li>Act as a Deputy Team Leader to work closely with Ahmedabad for timely delivery of various events under U20;</li> <li>Conceptualization of the event programs, sessions and exhibition;</li> <li>Documentation and collation of proceedings of various meetings and events;</li> <li>Manage logistics support for various meetings that are organised at Ahmedabad – including coordination of logistics arrangements for delegates;</li> <li>Regular coordination with any third-party event management agencies appointed by Ahmedabad for organisation of U20 events;</li> <li>Ensure regular coordination between Ahmedabad, Ministry and C40.</li> </ul>
Qualification	Master's Degree urban/city planning, public policy, architecture, urban economics, governance, etc.
Experience	<ul> <li>Shall have a minimum of 10 years' experience in Urban Governance and / or Urban Domain/Urban Planning</li> <li>Minimum 2 years of experience in leadership role</li> <li>Must have experience of working as a senior expert in PMUs for Government organization</li> <li>Must have experience in organisation of national/international conclaves/ conferences</li> </ul>

## C. Associate (Delhi based)

Name of	Associate
Position Requirements	01
Responsibilities	<ul> <li>Support Team Leader on the various task</li> <li>Correspondence with all U20 cities and speakers</li> <li>Support in content development, drafting, graphic designing announcements, brochures, and other promotional material</li> <li>Maintaining the database in collaboration with U20 Global secretariat</li> <li>Online registration; communicating confirmations &amp; providing joining link to prospective participants. etc.</li> </ul>
Qualification	Master's Degree urban/city planning, public policy, architecture, urban economics, governance etc.
Experience	<ul> <li>6-8 years of relevant experience in Urban Governance and / or Urban Domain/Urban Planning</li> <li>Must have experience in Project management and evaluation, research and report writing</li> <li>Must have experience of working in at least one assignment involving statistical tools/data processing under Government organisation</li> <li>Experience in organising national/international conferences and seminars</li> </ul>

## D. Associate (Ahmedabad based)

Name of Position	Associate
Requirements	01
Responsibilities	<ul> <li>Support The Senior Associate on the various tasks</li> <li>Correspondence with all U20 cities and speakers</li> <li>Support in content development, drafting, graphic designing announcements, e-brochures, and other promotional material etc.</li> <li>Maintaining the database in collaboration with U20 Global secretariat</li> <li>Online registration; communicating confirmations &amp; providing joining link to prospective participants. etc.</li> </ul>
Qualification	Master's Degree urban/city planning, public policy, architecture, urban economics, governance, etc.
Experience	<ul> <li>6-8 years of relevant experience in Urban Governance and / or Urban Domain/Urban Planning</li> <li>Must have experience in Project management and evaluation, research and report writing</li> <li>Must have experience of working in at least one assignment involving statistical tools/data processing under Government organisation</li> <li>Experience in organising national/international conferences and seminars</li> </ul>

## E. Junior Associate (Ahmedabad based)

Name of	Junior Associate	
Position		
Requirement	01	
Responsibilities	<ul> <li>Support Team Leader of NIUA PMU on the various tasks</li> <li>Ensure documentation and collation of proceedings of various meetings and events</li> <li>Manage logistics support for various meetings that are organised out of Ahmedabad</li> </ul>	
Qualification	Master's Degree urban/city planning, economics, government, business administration, etc.	
Experience	<ul> <li>Shall have a minimum of 3 years of experience in organizational capacity building, organizational development, and training, urban planning, urban management, urban governance etc.</li> <li>Industry knowledge and experience</li> </ul>	

## F. IT Expert (Delhi based)

Name of	IT Expert
Position	

Requirement	01	
Responsibilities	<ul> <li>IT expert to:         Develop and manage appropriate web interfaces         Ensure a consistent graphic design language across all products and meetings</li> <li>aesthetics</li> <li>Upload the content whenever required</li> <li>Assist the team iron all IT related issues</li> <li>Ongoing monitoring, reporting and analysis of relevant developments at global, national and local levels</li> <li>Support in developing interactive virtual IT platform for handling various events that will be integrated with the U20 website.</li> </ul>	
Qualification	Master's degree /Diploma in IT Sector, MCA from recognised University, masters in Computer Science etc.	
Experience	<ul> <li>Industry knowledge and experience of at least 5 years</li> <li>year of direct experience in working with government sector/PSU, or related sector</li> <li>experience of website development and database management</li> </ul>	

## G. Communication Expert (Delhi based)

Name of Position	Communication Expert	
Requirement	01	
Responsibilities	·	
Qualification		
Experience	<ul> <li>Minimum 5 years in the communications industry</li> <li>3 years of experience in the government sector, behaviour change communication, IEC, etc.</li> <li>Capable of developing message both online and offline to a large audience</li> </ul>	

## H. Communication Expert (Ahmedabad based)

Name of Position	Communication Expert	
Requirement	01	
Responsibilities	Coordinate media coverage and outreach For various events in coordination with The Delhi-based communication expert Develop content strategy, content creation and curation in consultation with stakeholders. Ensure consistency and correctness in social and print media outputs in coordination with MoHUA, NIUA and Ahmedabad Development of narrative and communications framework with target audiences across global, national and local levels Develop pamphlets and other materials for the programme Develop materials to popularise and increase participation Development of associated editorial and creative content to support engagement efforts Cover key country interventions, special days on social media. Prepare communications material, including for social media outreach Develop outreach plan for reaching out to donors and funders Support detailed conversations with all relevant stakeholders Support in high-level engagements and events on the margins of U20.	
Qualification	Master's Degree Mass Communications	
Experience	<ul> <li>Minimum 5 years</li> <li>3 years of experience in the Government Sector, behaviour change communication, IEC etc.</li> <li>Capable of developing message both online and offline to a large audience</li> </ul>	

## I. Logistics Manager (Ahmedabad based)

Name of	Logistics Manager				
Position					
Requirement	01				
Responsibilities	<ul> <li>Coordinate with various stakeholders, various event management agencies</li> <li>Support all relevant teams in managing logistics, travels and</li> </ul>				
	schedules for participants as required				
	<ul> <li>Facilitate in organizing the webinars and seminars that occuduring the year</li> </ul>				
	<ul> <li>Designing a dynamic event programme module &amp; speaker roster considering several time zones.</li> </ul>				
Qualification	Minimum bachelor's degree in any discipline with a good working knowledge of English				
Experience	<ul> <li>Min 5 Years' experience in the field of event management, logistic support etc.</li> </ul>				
	<ul> <li>Experience in managing large events in the government sector</li> <li>Well versed in the English language and all the tools for</li> </ul>				

management of large events
management of large events

#### 8. BID EVALUATION (QCBS)

1. The bidder is required to submit EMD of Rs.2.7 lakh only in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in favor of National Institute of Urban Affairs payable at New Delhi. The validity of EMD should be 3 months from the date of submission of Bid. Bids that do not accompany EMD shall be summarily rejected. EMD shall be refunded to unsuccessful bidders within 30 days of declaration of the result of first stage i.e., technical evaluation

The EMD may be forfeited:

- i. In case the agency is found in breach of any condition(s) of this RFP
- ii. If a bidder withdraws its bid during the period of bid validity.
- iii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- 2. NIUA will evaluate the responses of the Bidders, supporting documents / documentary evidence meeting the eligibility criteria as mentioned in this RFP. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 3. NIUA will evaluate the pre-qualification bids with respect to the pre-qualification criteria as mentioned in this RFP. The technical bids of the agencies who meet the pre-qualification criteria will be opened and evaluated.
- 4. Qualified bidders shall make a detailed presentation to NIUA for evaluation purposes on a scheduled date and time.
- 5. The bidders need to submit all the supporting documents required for Technical Evaluation. The decision of the NIUA in the evaluation of responses to the RFP shall be final
- 6. The method of selection is Quality cum Cost Based Selction (QCBS) with a ceiling amount of INR 1,34,00,000/- (including all taxes). The Financial Bids exceeding the ceiling amount will be rejected and will not be considered in the evaluation. The Bidders are requested to provide their best Technical Bid (Annexure II) and Financial Bid (Annexure X).
- 7. A two-bid QCBS will be followed. The Technical Proposals of the qualified Bidders shall be evaluated as per the predefined criteria. Only the bidders who get an overall technical score of 60 or more will qualify for the opening of their financial bids. Failing to secure minimum marks shall lead to technical disqualification of the Bid. The total score obtained by Technically qualified bidders will be based on 70:30 ratio where 70% weightage will be given to technical evaluation and 30% to the financial evaluation. The Bidder with highest overall score will be awarded the assignment.
- 8. In case the shortlisted Bidder fails to reconfirm its commitment, NIUA reserves the right to invite the next qualified bidder for negotiations.
- 9. NIUA will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 7 days from the Letter of Award (LOA), for a value equivalent 5% of the total cost of contract. The Performance Bank Guarantee should be valid for a period of project duration plus 60 Days. The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee (as per Annexure VIII) as and when it is due on account of noncompletion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NIUA at its discretion may cancel the order placed on the selected bidder without giving any notice. NIUA shall

- invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or NIUA incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- 10. Post submission of Performance Guarantee by the successful bidder, NIUA shall enter into a contract (as per Annexure IX), incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NIUA and the successful bidder. The selected bidder will be required to deploy the team members within 7 days of finalisation of contract.

#### 9. TERMS OF PAYMENT

- a) The contract amount for the project only include remuneration of PMU team. Laptops and other hardware/software support shall be provided by NIUA for the duration of the project, and the same shall be returned to NIUA upon project closure. Any cost of travel (confined to India) and stay of the Delhi-based PMU team members for the various U20 events shall be reimbursed by NIUA based on the actual expenses incurred, as per GFR 2017.
- b) Payments shall be made to the successful PMC as per the following deliverables and milestones.

S. No	Deliverables & Milestones Payment			
1	Inception report (covering methodology and successful team deployment) within 5 days of signing of contract	10%		
2	Final documentation report (covering all details as required by NIUA) for first Sherpa Meeting	40%		
3	Final documentation report for Mayoral Summit (covering all details as required by NIUA)	40%		
4	Closure report after completion of all tasks set out under this RfP	10%		

c) Release of payment will be made within 30 days of receiving the invoice along with relevant supporting documents, and upon satisfaction of NIUA regarding the successful completion of all tasks and completeness of the deliverables submitted for each milestone.

#### **GENERAL CONDITIONS OF CONTRACT**

#### i) Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile.

#### ii) Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### iii) Taxes and Duties

The Successful Bidder and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the NIUA shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The NIUA shall not be liable for any tax levied on the remuneration and allowances of the Successful Bidder as per this contract.

#### iv) Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Work, may only be made by written agreement between the Parties to the contract or their duly authorized representatives with the mutual consent of both parties.

- v) Liability: PMU's total liability for all claims connected with the services or this contract (including butnot limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to the professional fees paid for the services. Neither Party shall be liable for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any loss of profit or loss of business or anticipatory profits.
- **vi) Sub-contracting:** PMU shall not employ subcontractors to assist it when providing any part of the Services unless it has taken the prior written approval of NIUA.
- **vii) Duration of Engagement:** The period of engagement will be for 12 months.

#### viii) Intellectual Property Rights (IPR)

- MoHUA / NIUA shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, data, knowledge products, training material and other documents which have been developed by the appointed PMC during the performance of Services and for the purposes of inter- alia use or sublicense of such Services under this Contract.
- The PMU undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the MoHUA / NIUA and execute all such agreements/documents and file all relevant applications, effect transfers and

- obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the MoHUA / NIUA.
- The PMU shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the PMC shall keep the MoHUA / NIUA indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the PMC during the course of performance of the Services. MoHUA / NIUA shall retain all right, title and interest in and to any and all data, entered or generated by the PMC for MoHUA / NIUA pursuant to this contract, and any modifications thereto or works derived there from.

#### ix) Force Majeure

- Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of
  its performance guarantee, liquidated damages or termination for default, if and to the
  extent that, its delay in performance or other failure to perform its obligations under the
  contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MoHUA / NIUA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the selected Bidder shall promptly notify NIUA in writing of such conditions and the cause thereof. Unless otherwise directed by NIUA in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the ForceMajeure event. NIUA may terminate this contract, by giving a written notice of minimum 30 days to the selected bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

#### x) Indemnity:

- The PMU shall execute and furnish to the NIUA, a Deed of Indemnity in favour of the NIUA in a form and manner acceptable to the NIUA, at the time of signing the contract, indemnifying the NIUA from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of any negligence or wrongful act or omission by the PMU.
- The indemnity shall be to the extent of 100% of the fee in favour of the NIUA.
- If Bidder is finally judicially determined to be liable to NIUA, Bidder's maximum liability for any losses, damages, claims, costs or expenses, relating to or in connection with the project, shall under all circumstances, be limited to the amount of the fees paid by NIUA to Bidder under the concerned project, except to the extent finally judicially determined to have arisen primarily from the gross negligence or wilful misconduct of the Bidder.

#### xi) Dispute resolution

The Bidder and NIUA shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract. In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration in accordance with the following provisions:

1. Selection of the Arbitrator: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions:

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.

Rules of Procedure: Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (Indian Arbitration Act) as amended which is based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 and the UNCITRAL Arbitration Rules, 1976.

#### 2. Miscellaneous:

In any arbitration proceeding hereunder:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi
- b) The ENGLISH language shall be the official language for all purposes; and
- 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.

#### xii) Liquidated damages

Agency shall perform its obligations in a professional manner. NIUA may impose the damages for failure in satisfactory perfromace of the contract upto maximum of 10% of the contract amount. The damages with respect to delivery of services/targets/tasks shall be quantified by the NIUA at its own discretion/satisfaction.

#### xiii) Suspension

The NIUA may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this 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 Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

#### xiv) Termination

- In case of quality of services provided by any of the selected Agency is found wanting/ inadequate, the competent authority may terminate the contract agreement without giving any advance notice.
- ii. In case of a material breach of any of the terms and conditions mentioned in the RFP document, NIUA will have the right to terminate the contract, cancel the work order

without assigning any reason and nothing will be payable by NIUA in that event and the Performance Gurantee deposit may also be forfeited along with recovery of Liquidation of damage charges due to such termination.

- iii. During such termination, NIUA may award the contract for pending services/targets/tasks to any of the remaining selected Agencies in accordance with existing agreement or may go ahead with floating a fresh RFP as deemed suitable.
  - a) NIUA shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
  - b) In the event of termination of this contract, NIUA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.
  - c) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency, or because the survival of the Agency as an independent corporate entity is threatened/has ceased, NIUA shall pay the Agency for that part of the Services which have been authorized by NIUA and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, NIUA may retain such amounts from the payment due and payable by NIUA to the Agency as may be required to offset any losses caused to NIUA because of any act/omissions of the Agency.
  - d) NIUA may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other selected Agency or other person or persons to complete the work. The Agency shall not in any way object or interrupt or do any act, matter, or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.

#### xv) Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. "The Agency shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the NIUA, and shall at all times support and safeguard the NIUA's legitimate interests in any dealings with Sub- consultants or Third Parties. The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### xvi) Pre-Integrity Pact Clause

An Integrity Pact will be signed between NIUA and selected Agency as per the Standard Format/Guidleines by MoHUA/CVC, Government of India. This is a binding agreement between the NIUA and the Agency for the contract in which the NIUA promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Agency is advised to have a company code of conduct

(clearly rejecting the use of bribes and other unethical behaviors and compliance programme for the implementation of the code of conduct throughout the company).

#### xvii) Law

The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

#### xviii) Replacement of Key Experts

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

If any member of the 9-person team gets replaced after award of contract, a 10% deduction in the total amount shall be made.

#### xix) Removal of Experts

If the NIUA finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or if the NIUA determines that one of the Agency's Experts have engaged in corrupt or fraudulent practice while performing the Services, the Agency shall, at the NIUA's written request, provide a replacement. In the event that any of the Key Experts, Non-Key Experts is found by the NIUA to be incompetent or incapable in discharging assigned duties, the NIUA, specifying the grounds therefore, may request the Agency to provide a replacement. Any replacement of the removed Experts shall possess equivalent or better qualifications and experience and shall be acceptable to the NIUA.

#### xx) Reporting Obligations

The Agency shall furnish, compile or make available at all times to the NIUA any records of information, oral or written, which the NIUA may reasonably request of the services to be performed under this contract.

Documents prepared by the Agency to be the Property of the NIUA. All drawings, photographs, reports, questionnaires, recommendations, estimates, documents and all other data, including the raw data, compiled or received by the Agency under this Contract shall be the property of the NIUA, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the NIUA under this Contract. In no event shall the contents of such document or data be made known by the Agency to any person or organisation without written approval of the NIUA. Subject to the provisions of this Article, the Agency may retain a copy of the document produced by him.

All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the NIUA as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout

patents etc. as the NIUA may determine appropriate.

## Annexure – I: Power of Attorney

Know all men by these presents, we, (name of Firm and address of
the registered office) do hereby constitute, nominate, appoint and authorise Mr /
Ms son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of
as our true and lawful attorney (hereinafter referred to as the "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
SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU)
FOR PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023,
proposed to be developed by the
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 Authority, representing us in all matters before the Authority, signing and execution of
all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 Authority.
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
, ==
For
(Signature, name, designation and address)
Witnesses:
1.
2.
Natariand
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.

## Annexure – II: Technical Proposal submission form

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

	Location			
	Date			
To:				
Natio Core	<b>Director,</b> conal Institute of Urban Affairs de 4B, 01st Floor, India Habitat Centre di Road, New Delhi – 110003			
Dea	r Sir:			
SET SEC MUN Prop	We, the undersigned, offer to provide the Services for SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023 in accordance with your Request for Proposals dated XX.XX.XXXXX We are hereby submitting our Proposal.			
We l	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 90 days.			
c)	We have no conflict of interest in accordance RFP;			
d)	We undertake to negotiate a Contract on the basis of the proposed Key Experts.			
e)	Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.			
We acknowledge and agree that the NIUA reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.				
We remain,				
Yours sincerely,				
Authorizd Signature [in full and initials]:				
Name and Title of Signatory:				
In th	e capacity of:			

Address:

#### Annexure III: Details of bidder

а	Name of Bidder with full address	
b	Tel. No.	
С	Fax No.	
d	Email	
е	Year of Incorporation.	With Proof of registration of the Bidder to be submitted
f	Name and address of the person holding the Power of Attorney	
	(i) Place of Business	
g	(ii) Date of Registration	
h	Name of Bankers with full address.	
i	Regional presence (Direct office)	The location details to be provided.
j	GST Registration Number	Copy to be submitted.
k	Are you presently debarred / Blacklisted by any Central/ StateGovernment Department / Union Territory (If Yes, pleasefurnished details)	
I	Name and details (Tel / Mobile /Email) of contact persons	

## Annexure IV: Average Annual Turnover of the Bidder (Equivalent in Rs. Crores) By Statutory Auditor

Bidder	(Name of Bidder)				
FY	2019-20	2020-2021	2021-22		
Annual Turnover					
Certificate from the Statutory Auditor  This is to certify that(Name of the Bidder) has received the payments shown above against the respective years.  Name of the audit firm:  Seal of the audit firm:  Date:					
(Signature, name and designation of the authorised signatory)					

OR

Certificate from the Statutory Auditor
This is to certify that(Name of the Bidder) has received the payments shown above against the respective years from consulting services working with Centre/State/PSU clients.
Name of the audit firm:
Seal of the audit firm:
(Signature, name and designation of the authorised

Kindly provide supporting balance sheets / P&L statements

<sup>\*</sup> The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

<sup>\*</sup> Bidder should fill in details as per the row titled Annual turnover. In case the Bidder is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheets for consideration.

## Annexure V: Format for Declaration Regarding Blacklisting / Non-Blacklisting From Taking Part in Govt. Tender

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

#### Affidavit

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
In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled and EMD/SD shall be forfeited.
Dated this Day of, 2022
Name of the Bidder
Signature of the Authorised Person

Annexure VI: Manpower Declaration	
Dated: DD / MM / YYYY	
Subject: Manpower declaration	
With reference to the above subject, we hereby wis <number of=""> employees on its payroll engaged in For and on behalf of <name firm="" of="" the=""></name></number>	
Date:	(Signature of the signatory)  (Name and designation of the of the signatory)

Place:

(Name and rubber seal of the Bidder)

#### **Annexure VII: Format for Queries**

SI. No.	RfP Clause Numberand Page Number	Query / Suggestion / Clarification	Remarks	NIUA Response

#### **Annexure VIII: Performance Bank Guarantee Form**

To

Director National Institute of Urban Affairs Core 4B, 1st Floor New Delhi 110017

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Agency such a bank guarantee;

We hereby waive the necessity of your demanding the said debt from the Agency 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 thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20
(Signature with date of the authorized officer of the Bank).
Name and designation of the officer
Seal, Name & address of the Bank and address of the Branch

#### **Annexure IX: Form of Contract**

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

#### WHEREAS:

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

- 2. The mutual rights and obligations of the NIUA and the Agency shall be as set forth in the Contract, in particular:
  - a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The NIUA shall make payments to the Agency 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 National Institute of Urban Affairs (NIUA)

Hitesh Vaidya
Director, NIUA

For and on behalf of [Name of Agency]

[Authorized Representative of the Agency – name and signature]

## Annexure X - Financial Bid submission form

Location		
Date		
To:		
The Director, National Institute of Urban Affairs Core 4B, 01st Floor, India Habitat Centre Lodhi Road, New Delhi – 110003		
Dear Sir,		
We, the undersigned, offer to provide the services for SELECTION OF AN AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING TECHNICAL SECRETARIAT SERVICES FOR URBAN 20 (U20) PRESIDENCY OF AHMEDABAD MUNICIPAL CORPORATION (AMC) UNDER G20, 2023 in accordance with your Request for Proposal dated XX.XX.XXXX and our Technical Proposal.		
Our Financial Bid is for the amount of INR [XXXX] [Indicate amount in words and figures], including taxes, duties and fees.		
Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.		
We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award. We hereby declare that our bid is made in the good faith, without collusion or fraud and the infromation contained in the bid is true and correct to the best of our knowldege and beilef.		
We remain,		
Yours sincerely,		
Authorized Signature: [In full and initials]  Name and Title of Signatory:  In the capacity of:		
Address:Email:		

#### **Annexure XI: Bank Guarantee for Earnest Money Deposit (EMD)**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

KNOW ALL MEN by these presents that WE << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Authority") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

THE CONDITIONS of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or If the Bidder, having been notified of the acceptance of its bid by the Authority
  - a) Withdraws his participation from the bid during the period of validity of bid document; or
  - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

2. This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- 3. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- a) This Bank Guarantee shall be valid up to <<insert date>>)
- b) It is 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date: