

## Request for Proposal

### **Comprehensive Mobility Plan for Yanam and Mahe Regions, UT of Puducherry**

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**In association with:**



GOVERNMENT OF PUDUCHERRY  
புதுச்சேரி அரசு

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## Letter of Invitation

RFP No. NIUA/GEF\_LCI/P: 540

New Delhi  
January 01, 2025

Dear Sir/ Madam,

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

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

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

One of the activities under the UrbanShift Country Project is to prepare **two separate Comprehensive Mobility Plans (CMPs) for Yanam and Mahe regions of Puducherry (UT)**. The CMP would be prepared for the planning jurisdiction of the Yanam Planning Authority (YPA) and Mahe Planning Authority (MPA), covering an area of 30 sq km and 9 sq km, respectively. The CMP would be made for a period of 30 years and would be reviewed after every 5 years and revised, if required.

Aligned with the National Urban Transport Policy (2006), the CMP should provide a long-term vision for movement of people and goods in the enclave to provide, safe, secure, efficient, reliable and seamless connectivity while supporting and enhancing economic, social and environmental sustainability.

The CMP should propose strategies aimed at enhancing regional connectivity, integrating land use and transport, promoting modal shift towards public and shared modes of transportation, facilitating movement of pedestrians and non-motorised modes of transport, implementing efficient parking management practices, enhancing road safety measures, facilitating gender-sensitive mobility planning, ensuring universal accessibility, optimisation of goods transport, etc. The Plan should be cognizant of transport demand of all socio-economic groups, elderly, children, Persons with Disability (PwD) and genders within the enclave.

The CMP should recommend an investment program (projects to be implemented in the city) to meet the vision. The recommended projects should be prioritised as per the urgency of their need and associated climate advantages (mitigation of GHG emissions). A framework (set of indicators) should

be developed to monitor the implementation of the CMP and for approval of any new projects in future.

With this background, NIUA (hereinafter called “Client”) invites proposals from the Consultant through an open RFP to provide the above-mentioned services as part of the UrbanShift Country Project. Further details of the Services are provided in the **Section - V Terms of Reference**.

2. The RFP include the following Sections:
  - Section I - Instructions to Consultants (ITC)
  - Section II - Data Sheet
  - Section III - Evaluation and Qualification Criteria
  - Section IV - Bidding Forms
  - Section V – Terms of Reference
  - Section VI – Contract Forms
    - Form of Contract
    - General Conditions of Contract (GCC)
    - Special Conditions of Contract (SCC)
3. The RFP shall be published on the NIUA website and is free of cost for download.
4. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal. A Bid Security Declaration should be submitted along with Technical Proposal.
5. The method of selection for all the above-mentioned outputs is **Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 1,00,00,000 (Rupees One Crore only), inclusive of all taxes (excluding Hosting charges of the Capacity Building Workshops). The minimum fees that can be quoted is INR 75,00,000/- (Rupees Seventy-Five Lakh only), inclusive of all taxes. The Financial Bids exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered in the evaluation.** Additional details are provided in **Section III: Evaluation and Qualification** of this RFP Document.
6. Submission of Performance Bank Guarantee by the selected bidder would be required before the award of work.
7. **Any queries in relation to the bid process shall be sent to email ID: [procurement@niua.org](mailto:procurement@niua.org) and [urbanshift@niua.org](mailto:urbanshift@niua.org) before 16.01.2025, 17:00 hrs IST. Response to the queries will be available online by 23.01.2025.**
8. **The Proposal shall comprise of Proposal Submission Form, Technical Proposal and Financial Proposal, and must be submitted to the NIUA Office (1<sup>st</sup> Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110003) by 10.02.2025, 17:00 hrs IST.**
9. The Consultants will be required to make a presentation of their Technical Proposal during the technical evaluation stage.
10. An Integrity Pact attached as **Appendix – D** shall be signed with the successful bidder before the award of work.
11. The issue of the RFP does not imply that the NIUA is bound to select bid(s), and it reserves the right without assigning any reason to
  - reject any or all of the bids, or
  - cancel the tender process; or

- abandon the procurement process; or
- issue another bid for identical or similar work.

Yours sincerely,

Director  
National Institute of Urban Affairs (NIUA)

## Section I - Instructions to Consultants (ITC)

### A. General Provisions

#### 1 Definitions

- 1.1 **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2 **"Applicable law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 1.3 **"NIUA"** means National Institute of Urban Affairs (NIUA).
- 1.4 **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- 1.5 **"Consultant"** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.6 **"Contract"** means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents like the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices.
- 1.7 **"Consortium"** means an association of two or more companies or organisations (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 1.8 **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- 1.9 **"Day"** means a calendar day.
- 1.10 **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
- 1.11 **"Hosting Charges of the Capacity Building Workshop"** means cost of venue, meals, printing costs, travel and accommodation cost of participants and other logistic arrangements. It does not include the effort cost of the Consultant towards organising and conducting the workshop, developing training program and training materials, etc., and travel and accommodation of the Consultant. The Hosting Charges of the Capacity Building Workshops shall be borne by the UrbanShift project budget.
- 1.12 **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the lead member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of

the JV are jointly and severally liable to the Client for the performance of the Contract.

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

## 2 Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for the Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultant should take into account the Applicable law in preparing their Proposals. They may attend a pre-Proposal conference if one is specified in the **Data Sheet**. Attending any such pre-Proposal conference is optional and is at the Consultant's expense.



### 3 Conflict of interest

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

#### 3.3.1 Conflicting activities

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

#### 3.3.2 Conflicting assignments

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

#### 3.3.3 Conflicting relationships

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

conflict stemming from this relationship has been resolved in a manner acceptable to NIUA throughout the selection process and the execution of the Contract.

3.4 Conflict of interest may arise between the Client and a Consultant or between Consultants and present or future concessionaires/ contractors. Some of the situations that would involve conflict of interest are identified below:

3.4.1 Client and Consultants

3.4.1.1 Potential Consultant should not be privy to information from the Client which is not available to others;

3.4.1.2 Potential Consultant should not have defined the project when earlier working for the Client;

3.4.1.3 Potential Consultant should not have recently worked for the Client overseeing the project.

3.4.2 Consultants and concessionaires/ contractors

3.4.2.1 No Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or

3.4.2.2 No Consultant should be involved in owning or operating entities resulting from the project; or

3.4.2.3 No Consultant should bid for works arising from the project.

**4 Unfair competitive advantage**

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

**5 Corrupt and fraudulent practices**

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

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

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

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

**6 Eligibility**

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

**B. Preparation of Proposals**

**7 General considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

- 8 Cost of preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 9 Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 10 Documents comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal, if awarded, Contract execution.
- 10.3 A Bid Securing Declaration should be submitted, if specified in the **Data Sheet**.
- 10.3.1 In lieu of Bid Security, all Consultants shall furnish/ upload a Bid Securing Declaration (BSD) as Form TECH-9: 'Bid Securing Declaration', along with its Technical Proposal. The Bid Securing Declaration is required to protect the Client against the risk of the Consultant's unwarranted conduct as amplified under the sub-clause below.
- 10.3.2 The Bid Securing Declaration provides for automatic suspension of the Consultant from being eligible for bidding in any tender in the Ministry/ Department of Client for 2 years from the date of such enforcement. This declaration shall stand enforced if the Consultant breaches the following obligation(s) under the RFP:
- a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or
  - b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Client:
    - i. refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.
    - ii. fails or refuses to sign the contract.
- 10.3.3 Unsuccessful Consultants' Bid-Securing Declaration shall expire if the contract is not awarded to them upon:
- a) receipt by Consultant of the Client's notification
    - i. of cancellation of the entire Procurement Process or rejection of all Proposals or

ii. of the name of the successful Consultant or

b) forty-five days after the expiration of the Proposal validity or any extension thereof

10.3.4 The Bid-Securing Declaration of the successful Consultant shall stand expired only when the Consultant has furnished the required Performance Security and signed the Agreement.

**11 Only one Proposal**

11.1 The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including any Joint Venture member) submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a Subconsultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

**12 Proposal validity**

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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

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

12.4 Extension of validity period

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

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

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

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

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

score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

12.6 Subcontracting

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

**13 Clarification and amendment of RFP**

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

13.1.1 At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on NIUA website and will be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14 Preparation of Proposals – Specific consideration**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture, it may do so with either (i) non-shortlisted Consultant(s), or (ii) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted

Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the Services, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the financial Proposal will be rejected.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15 Technical Proposal format and content**

15.1 The Technical Proposal shall not include any financial information. A technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2 Variations are not allowed.

15.2 The Technical Proposal shall be prepared using the standard forms provided in **Section IV** of the RFP.

**16 Financial Proposal**

16.1 The Financial Proposal shall be prepared using the standard forms provided in **Section IV** of the RFP.

16.2 Taxes

The Financial Proposal should clearly estimate, the taxes, duties, fees, levies and other charges imposed under the Applicable law, on the Consultants, the Subconsultants, and their Experts, as stated in the **Data Sheet**. The Consultant and its Subconsultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes is provided in the **Data Sheet**.

16.3 Currency of Proposal

The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the local currency.

### C. Submission, Opening and Evaluation

#### 17 Submission, sealing and marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms (Documents comprising Proposal). If authorised in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorisation shall be in the form of a written power of attorney attached to the technical Proposal.
  - 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 17.4 The signed Technical and Financial Proposals shall be marked "**ORIGINAL**", and its copies marked "**COPY**" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL, [Name of the Services]**", reference number, name, contact number and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**".
- 17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL, [Name of the Services]**", reference number, name, contact number and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, Consultant's name, contact number and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.



17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 18 Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/ or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

## 19 Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorised representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 20 Proposals evaluation

20.1 Subject to provision of Sub-Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

- 21 Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22 Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23 Public opening of financial Proposals (for Quality and Cost Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods)**
- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Bidders that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Bidder sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.
- 23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 24 Correction of errors**
- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.
- 24.2 Time-based Contracts
- In the case of a time-based Contract, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s

evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

#### 24.3 Lump-sum Contracts

In the case of a Lump-sum Contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net or inclusive of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (form FIN-1) shall be considered as the offered price.

- |   |  |
|---|--|
| <b>25 Taxes</b>   | 25.1 The Financial Proposal shall include/ exclude taxes and duties in accordance with the instructions in the <b>Data Sheet</b> .   |
| <b>26 Conversion to single currency</b>   | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .   |
| <b>27 Combined quality and cost evaluation (for QCBS, FBS, and LCS methods)</b> | <p>27.1 In the case of quality and cost-based selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b>. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>27.2 In the case of fixed budget selection (FBS), those Proposals that exceed the budget indicated in Sub-Clause 14.1.4 of the <b>Data Sheet</b> shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.</p> <p>27.3 In the case of least-cost selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p> |
| <b>28 Abnormally low Financial Proposal</b>                                     | 28.1 In case of abnormally low Financial proposal, the Client shall require the Consultants to produce detailed price analysis for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (ToRs). Notwithstanding provisions of Sub-Clause ITC 24.1 which shall not apply, if inconsistencies are evidenced, the Financial Proposal shall be declared non-compliant and rejected.  |

### **D. Negotiations and Award**

## 29 Negotiations

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

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

### 29.3 Availability of Key Experts

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

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

### 29.4 Technical negotiations

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

### 29.5 Financial negotiations

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

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

29.5.3 In the case of a time-based Contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the

Client may ask for clarifications and, if the fees are very high, ask to change the rates.

- 30 Conclusion of negotiations**
- 30.1 The negotiations are concluded with a review of the finalised draft Contract, which then shall be initialled by the Client and the Consultant's authorised representative.
- 30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 30.3 The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.
- 31 Award of Contract**
- 31.1 After completing the negotiations, the Client shall inform the Consultant, whose Proposal has been accepted, and shall be notified of the award (through Letter of Award/Acceptance) by the Client before the expiration of the Proposal validity period by written or electronic means.
- 31.2 The Letter of Award (LoA) shall constitute the legal formation of the contract till the signing of Contract Agreement.
- 31.3 The Consultant and Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.
- 31.4 The Consultant is expected to commence the Services on the date and at the location specified in the **Data Sheet**.
- 32 Performance Security**
- 32.1 If specified in the Data Sheet, within fourteen (14) days (or any other period stipulated in Data) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the Consultant to the Client.
- 32.2 If the Consultant, having been called upon by the Client to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeiture of the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 33 Code of Integrity**
- 33.1 Client, Consultants, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or

other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts.

## Section II – Data Sheet

<b>A. General</b>	
<b>ITC 1.2</b>	<b>Applicable law:</b> Indian
<b>ITC 2.1</b>	<p><b>Name of the Client:</b> National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003</p> <p><b>Method of selection:</b> The method of selection for all the above-mentioned outputs is <b>Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 1,00,00,000 (Rupees One Crore only).</b></p> <p><b>The minimum fees that can be quoted is INR 75,00,000/- (Rupees Seventy-Five Lakh only), inclusive of all taxes.</b></p> <p><b>Type of Contract:</b> Lumpsum Contract</p>
<b>ITC 2.2</b>	The name of the Services is Appointment of Consultant for preparation of <b>“Comprehensive Mobility Plans (CMP) for Yanam and Mahe Regions, in UT of Puducherry”.</b>
<b>ITC 2.3</b>	<b>No pre-proposal conference will be held.</b>
<b>ITC 2.4</b>	<b>The Client will not provide any inputs, project data, reports, etc. to facilitate the preparation of the Proposals.</b>
<b>ITC 3.3</b>	<b>Not Applicable</b>
<b>ITC 4.1</b>	<b>Not Applicable</b>
<b>B. Preparation of Proposals</b>	
<b>ITC 9.1</b>	<p><b>Proposals shall be submitted in English language. Proposals submitted in other languages will be rejected.</b></p> <p><b>All correspondence exchanges and documents shall be in English language. All pages of the Proposal should be numbered.</b></p>
<b>ITC 10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>1<sup>st</sup> Inner Envelope containing the Technical Proposal:</u></b></p> <ol style="list-style-type: none"> <li>(1) Technical Proposal Submission Form (TECH – 1)</li> <li>(2) Power of Attorney to sign the Proposal (TECH – 2)</li> <li>(3) Undertaking that the entity has not been blacklisted by any government agency in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices (TECH – 3)</li> <li>(4) Bidder Information Form (TECH – 4)</li> <li>(5) Financial Information: Average Annual Turnover (TECH – 5.1)</li> <li>(6) Financial Information: Net worth (TECH – 5.2)</li> <li>(7) Similar/ relevant projects/ assignments (TECH – 6)</li> <li>(8) Technical Proposal (TECH – 7)</li> <li>(9) Curriculum Vitae (CV) – Indicative format (TECH – 8)</li> <li>(10) Bid Securing Declaration – (TECH – 9)</li> <li>(11) Format for Performance Bank Guarantee – (TECH - 10)</li> </ol>

	<p><b>AND</b></p> <p><b><u>2<sup>nd</sup> Inner Envelope containing the Financial Proposal:</u></b></p> <p>(1) Financial Proposal submission form (FIN-1)</p>
ITC 10.3	Not Applicable
ITC 11.1	<b>Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.</b>
ITC 12.1	<b>Proposals must remain valid for 180 calendar days after the Proposal submission deadline.</b>
ITC 13.1	<b>Clarifications may be requested no later than January 16, 2025 on email: <a href="mailto:procurement@niua.org">procurement@niua.org</a>, with a copy marked to <a href="mailto:urbanshift@niua.org">urbanshift@niua.org</a></b>
ITC 14.1.1	<b>Joint-Venture (JV)/ Consortium is not allowed.</b>
ITC 14.1.2	Not Applicable
ITC 14.1.3	Not Applicable
ITC 14.1.4 & 27.2	<p>The total available budget for these fixed-budget Services is: <b>INR 1,00,00,000 (Rupees One Crore only), inclusive of all taxes, duties and fees.</b></p> <p><b>The minimum fees that can be quoted is INR 75,00,000/- (Rupees Seventy-Five Lakh only), inclusive of all taxes.</b></p> <p><b>Proposals exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered in the evaluation.</b></p>
ITC 16.2	<p><b>1. Permanent establishment in the Client's country:</b></p> <p>The law of the India does not authorize the consultant to perform the Contract without having a permanent establishment in the country.</p> <p><b>2. Taxation:</b></p> <p>The Consultant's Financial Proposal shall be inclusive of all taxes, duties and fees.</p>
ITC 16.3	<b>The Financial Proposal shall be stated in the following currency: INR</b>
<b>C. Submission, Opening and Evaluation</b>	
ITC 17.1	<p>The Consultants <b><u>DO NOT HAVE</u></b> the option of submitting their Proposals electronically.</p> <p><b>The Consultant should submit printed copies of Technical and Financial Proposal at: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003.</b></p> <p><b>THE PRINTED COPIES OF THE TECHNICAL AND FINANCIAL PROPOSALS SHOULD BE BOUND, WITH THE PAGE NUMBERS CLEARLY MARKED.</b></p> <p><b>IN ADDITION TO THE ABOVE, TECHNICAL PROPOSAL SHOULD ALSO BE SUBMITTED IN DIGITAL FORMAT (*.PDF), WITH THE PAGE NUMBERS CLEARLY MARKED.</b></p>



	<b><u>PROPOSALS THAT ARE NOT BOUND, AND WITH PAGES NOT NUMBERED WILL BE REJECTED.</u></b>
<b>ITC 17.2</b>	The Consultant should submit a Power of Attorney authorising a representative of the Bidder to sign the original submission letter (in the required format) and initial all pages for the Technical Proposal and the Financial Proposal. The Power of Attorney shall be attached to the Technical Proposal.
<b>ITC 17.4</b>	<p><b>The Consultant must submit:</b></p> <p>a) <b>Technical Proposal:</b> two (2) printed copies and one (1) digital copy (in .pdf format saved in pen drive);</p> <p>b) <b>Financial Proposal:</b> one (1) printed copy</p> <p><b><u>THE PRINTED/ DIGITAL COPY OF THE TECHNICAL PROPOSAL SHOULD NOT INCLUDE THE FINANCIAL PROPOSAL.</u></b></p>
<b>ITC 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date: 10.02.2025</b></p> <p><b>Time: 17:00 hrs IST</b></p> <p><b>The Proposal submission address is:</b>  <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003.</b></p>
<b>ITC 19.1</b>	<p>The opening of the Technical Proposal shall take place at: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi- 110 003.</b></p> <p>An online link will be generated to enable the Bidders to join the opening virtually. The date of bid opening shall be intimated to all the Bidders later.</p>
<b>ITC 19.2</b>	Any Technical Proposal which does not have a signed submission form or is not accompanied with a written Power of Attorney (PoA), according to Sub-Clause 17.2 of the ITC, will not be considered.
<b>ITC 21.1</b>	<b><u>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</u></b> As per Section III - Evaluation and Qualification Criteria
<b>ITC 22.1</b>	<b>Not Applicable</b>
<b>ITC 23.1</b>	<p>The opening of the Financial Proposal shall take place at: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003.</b></p> <p>An online link will be generated to enable the bidder to join the opening virtually. The date of opening shall be intimated to the eligible bidders later.</p>
<b>ITC 25.1</b>	The Financial Proposal shall include all applicable taxes.
<b>ITC 26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</b>

<p><b>ITC 27.1</b></p>	<p><b>The highest evaluated Technical Proposal (Tm) is given the maximum technical score (St) of 100.</b></p> <p><b>The formula for determining the Technical scores (St) of all other Proposals is calculated as following:</b></p> <p><b>St = 100 x T/Tm</b>, in which "St" is the technical score, "Tm" is the highest technical score, and "T" the score of the Proposal under consideration.</p> <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><b>Sf = 100 x Fm/F</b>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (F) Proposals are:</b>  <b>T = 80,</b>  and  <b>F =20.</b></p> <p><b>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following: S = St x T% + Sf x F%.</b></p>
<p><b>D. Negotiations</b></p>	
<p><b>ITC 29.1</b></p>	<p><b>Expected date and address for Contract negotiations and signing:</b></p> <p>Date: <b>To be intimated later</b></p> <p>Address: <b>National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003</b></p>
<p><b>ITC 31.2</b></p>	<p><b>Expected date for the commencement of the Services: On date of signing of the contract (Effective date)</b></p>

### Section III – Evaluation and Qualification Criteria

#### Pre-qualification criteria

S. No.	Parameter	Criteria	Documents Required
1	Company Profile	<p>The Bidder should be a COMPANY registered under the provisions of the Indian Companies Act, 2013 / Companies Act, 1956 or a PARTNERSHIP FIRM registered under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008 or a SOCIETY (as per the Indian Societies Registration Act, 1860) or a TRUST (as per The Indian Trusts Act, 1882) or a proprietorship firm.</p> <p>Registered with the Income Tax Authorities.</p> <p>Registered with GST Network.</p> <p><b>JV/ Consortium is not allowed.</b></p>	<p>Copy of certificate of incorporation/ registration under the Company's Act; Partnership deed; Society's Act; or any other certificate as per provisions of Govt. of India.</p> <p>Copy of PAN Card</p> <p>Copy of GST Registration Certificate</p> <p>Documents supporting name change (if any) should also be submitted.</p>
2	Turnover	<p>The Bidder should be having a <b>positive Net Worth</b> and an <b>Average Annual Turnover of at least INR 35 Lakh</b> in previous <b>three financial years</b> (FY 2020-21, 2021-22 &amp; 2022-23) from consultancy services in India.</p>	<p>Certified by the Statutory Chartered Accountant as per format enclosed in Form <b>TECH – 5.1 and 5.2</b></p>
3	Blacklisting	<p>As on last date of submission of the Proposal, the Bidder should not be blacklisted by any government agency in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.</p>	<p>Self-Certified undertaking by the authorised signatory as per format enclosed in Form <b>TECH – 3.</b></p>

4	'Similar/ relevant projects/ assignments	<p>The Bidder in its last <b>7 years</b> of experience should have completed at least <b>3</b> similar/relevant projects/ assignments each of contract value <b>not less than 40% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</b></p> <p>OR</p> <p>should have completed at least <b>2</b> similar/ relevant projects/ assignments each of contract value <b>not less than 50% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</b></p> <p>OR</p> <p>should have completed at least <b>1</b> similar/ relevant projects/ assignments each of contract value <b>not less than 80% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</b></p> <p><b>'Similar/ relevant projects/ assignments' include preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic &amp; Transportation Study, Master Plan/ Development Plan/ Regional Plan, etc. for urban areas.</b></p> <p><b>'Similar/ relevant projects/ assignments' also include advisory services/consultancy assignments in planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc.</b></p>	<p>a. Copy of Contract/ Work Order (including scope of work)</p> <p>b. Completion Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> <p><b>OR</b></p> <p>CA certificate along with UDIN clearly defining the related turnover from 'similar/ relevant projects/ assignments' along with Audited Financial Statements (Balance Sheets), with information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> <p><b>Note: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as a proof of completing the said assignment.</b></p>
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**If the above-mentioned Pre-qualification Criteria are not satisfied, then the Technical Proposal will not be further evaluated.**

**TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER**

S. No.	Description	Maximum Marks										
<b>1.</b>	<b>UNDERSTANDING OF ASSIGNMENT</b>											
A.	<p><b>Approach and Methodology</b></p> <p>The Approach and Methodology should reflect the conceptual framework proposed by the Bidder for the said Scope of Work. Innovation in the proposed Approach and Methodology for preparing the CMP, considering the profile of the enclaves, should be highlighted.</p> <p>As part of the technical evaluation, the Bidder will be required to make a presentation on the proposed Approach, Methodology and Work Plan to the Client.</p>	35										
<b>2.</b>	<b>FIRM CREDENTIALS</b>											
A.	<p><b>The Bidder, in its last 7 years of experience, should have completed similar/ relevant projects/ assignments with a contract value of at least INR 60 Lakh.</b></p> <p><b>‘Similar/ relevant projects/ assignments’ include preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic &amp; Transportation Study, Master Plan/ Development Plan/ Regional Plan, etc. for urban areas.</b></p> <p><b>‘Similar/ relevant projects/ assignments’ also include advisory services/ consultancy assignments in planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc.</b></p> <p><b>The marks will be awarded as under:</b></p> <table border="1"> <thead> <tr> <th>No. of similar/ relevant projects/ assignments</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>10</td> </tr> <tr> <td>3</td> <td>13</td> </tr> <tr> <td>4</td> <td>17</td> </tr> <tr> <td>5 or more</td> <td>20</td> </tr> </tbody> </table> <p><b>Supporting documents required –</b></p> <ol style="list-style-type: none"> <li>Copy of Contract/ Work Order (including Scope of Work)</li> <li>Completion Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</li> </ol>	No. of similar/ relevant projects/ assignments	Marks	2	10	3	13	4	17	5 or more	20	20
No. of similar/ relevant projects/ assignments	Marks											
2	10											
3	13											
4	17											
5 or more	20											

	<p>OR</p> <p>CA certificate along with UDIN clearly defining the related turnover from 'similar/ relevant projects/ assignments' along with Audited Financial Statements (Balance Sheets), with information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> <p><b>Note: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as a proof of completing the said assignment.</b></p>	
<p>B.</p>	<p><b>Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</b></p> <ul style="list-style-type: none"> <li>• <b>Team Leader - Urban Transport Planner</b> with more than <b>15 years of experience</b> in works pertaining to preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic &amp; Transportation Study.</li> </ul> <p><b>Minimum Qualification</b> – Post-graduation in Transport Planning/ Transport Engineering from a recognised University/ Institution.</p> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity for over 1 year. S/he will be the nodal person for this assignment.</p> <p><b>10 Marks (4 marks for qualification and 6 marks for experience)</b></p> <ul style="list-style-type: none"> <li>• <b>Public Transport Expert (One)</b> with more than <b>10 years of experience</b> in works pertaining to planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc.</li> </ul> <p><b>Minimum Qualification</b> – Post-graduation in Transport Planning from a recognised University/ Institution.</p> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p> <p><b>10 Marks (4 marks for qualification and 6 marks for experience)</b></p>	<p>45</p>

	<ul style="list-style-type: none"> <li> <p>• <b>Land Use Expert (One)</b> with more than <b>10 years of experience</b> in works pertaining to Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic &amp; Transportation Study, Master Plan/ Development Plan/ Regional Plan, etc.</p> <p><b>Minimum Qualification</b> – Post-graduation in Urban or Transport Planning, Urban Design or other related fields from a recognised University/ Institution. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p> <p><b>5 Marks (2 marks for qualification and 3 marks for experience)</b></p> </li> <li> <p>• <b>Traffic Survey and Modelling Specialist (One)</b> with more than <b>5 years of experience</b> in conducting transport surveys and analysis, traffic impact assessment studies, etc.</p> <p><b>Minimum Qualification</b> - Post-graduation in Transport Planning/ Transport Engineering from a recognised University/ Institution. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/entity.</p> <p><b>5 Marks (2 marks for qualification and 3 marks for experience)</b></p> </li> <li> <p>• <b>NMT Planning and Traffic Management Specialist (One)</b> with more than <b>5 years of experience</b> in planning NMT corridors and networks, undertaking traffic management studies, road safety studies/ audits, etc.</p> <p><b>Minimum Qualification</b> - Post-graduation in Urban or Transport Planning/ Urban Design/ Transport Engineering/ Urban Infrastructure or other related fields from a recognized University/ Institution. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/entity.</p> <p><b>5 Marks (2 marks for qualification and 3 marks for experience)</b></p> </li> </ul>	
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	<ul style="list-style-type: none"> <li>• <b>Environmental Expert</b> (One) with more than <b>5 years of experience</b> in quantifying energy consumption and estimating GHG emissions (CO<sub>2</sub> and local air pollutants) emanating from transport-related activities.</li> </ul> <p><b>Minimum Qualification</b> - Post-graduation in Energy/ Environmental Planning/ Environmental Engineering or in similar areas from a recognised University/ Institution.</p> <p><b>5 Marks (2 marks for qualification and 3 marks for experience)</b></p> <ul style="list-style-type: none"> <li>• <b>Gender and Social Inclusion Expert</b> (One) with more than <b>5 years of experience</b> in gender analysis or assessments of urban mobility projects.</li> </ul> <p><b>Minimum Qualification</b> - Post-graduation in Anthropology/ Gender Studies/ Social Science/ Sociology or other related fields from a recognized University/ Institution.</p> <p><b>5 Marks (2 marks for qualification and 3 marks for experience)</b></p>	
<b>TOTAL TECHNICAL PROPOSAL SCORE</b>		<b>100*</b>

**\*Minimum qualifying score for a Technical Proposal is 70.**

The method of selection is **Quality cum Cost Based Selection (QCBS)** with a ceiling amount of **INR 1,00,00,000 (Rupees One Crore only)**, inclusive of all taxes. The minimum fees that can be quoted is **INR 75,00,000/- (Rupees Seventy-Five Lakh only)**, inclusive of all taxes.

**Bids exceeding the ceiling amount and quoting less than the minimum fees will be rejected and not be considered.**

The Technical Proposals of the qualified bidder shall be evaluated as per the predefined criteria. Only the bidder who gets an overall technical score of 70 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 bidder will be based on 80:20 ratio where 80% weightage will be given to the technical evaluation and 20% to the financial evaluation. The bidder with the highest overall score will be awarded the assignment.



## Section IV – Bidding Forms

### Technical Proposal – Standard forms

#### Form TECH – 1

#### Technical Proposal Submission form

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

To:

The Director,  
National Institute of Urban Affairs  
Core 4B, 1<sup>st</sup> Floor, India Habitat Centre  
Lodhi Road, New Delhi – 110003

Dear Sir,

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

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

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

Name of Consultant (Company's name or name of the Lead Member in case of JV/Consortium): \_\_\_\_\_

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

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

\_\_\_\_\_

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

**Form TECH – 2**

**Power of Attorney**

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 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/- (Rupees One Hundred only) and duly attested by a notary public.**
- Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, bidder from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Form TECH – 3**

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

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

Or

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

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

Dated this ..... Day of ....., 2025.

Yours sincerely,

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

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

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

Note-

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

**Form TECH – 4**

**Bidder Information Form**

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

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

**Form TECH – 5.1**

**Financial Information: Average Annual Turnover**

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

Bidder	_____ (Name of Bidder)				
Financial Year	2020-21	2021-22	2022-23	Total	Average
Annual Turnover (INR Lakh)					
<p>CA Certified Balance certificate of last 3 Financial Years with UDIN number.                      Certificate from the Statutory Auditor/ Chartered Accountant                      This is to certify that _____ (Name of the Bidder) has received the payments shown above against the respective years.</p> <p>Signature of Bidder _____ For (Name of Accounting Firm)</p> <p>Date and Place _____ Name, seal and signature of Chartered Accountant</p> <p style="text-align: right;">Membership Number (with Seal and UDIN No.)</p>					

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

Note:

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

**Form TECH – 5.2**

**Financial Information: Net worth**

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

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

**Form TECH – 6**

**Similar/ relevant projects/ assignments**

Project summary:

<b>PROJECTS TO BE CONSIDERED FOR PRE-QUALIFICATION CRITERIA:</b>	
The Bidder in its <b>last 7 years of experience</b>	
<ul style="list-style-type: none"> <li>should have completed <b>at least 3 similar/relevant projects/ assignments</b> each of contract value <b>not less than 40% of the assignment value i.e. INR 1,00,00,000/- (Rupees One Crore only)</b>.</li> </ul>	
OR	
<ul style="list-style-type: none"> <li>should have completed <b>at least 2 similar/ relevant projects/ assignments</b> each of contract value <b>not less than 50% of the assignment value i.e. INR 1,00,00,000/- (Rupees One Crore only)</b>.</li> </ul>	
OR	
<ul style="list-style-type: none"> <li>should have completed <b>at least 1 similar/ relevant projects/ assignments</b> each of contract value <b>not less than 80% of the assignment value i.e. INR 1,00,00,000/- (Rupees One Crore only)</b>.</li> </ul>	
1.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
2.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
3.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
<i>Add more rows, if required</i>	
<b>PROJECTS TO BE CONSIDERED FOR TECHNICAL EVALUATION:</b>	
The Bidder, in its <b>last 7 years of experience</b> , should have completed similar/ relevant projects/ assignments with a <b>contract value of at least INR 60,00,000/- (Rupees Sixty Lakh only)</b> ,	
1.	Name of Project: Contract Value (INR): Consultancy Fee (INR): Name of Client and Address: Date of issuing work order: Date of completion: Brief Description of works performed by the Bidder:
2.	Name of Project:

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

**Note:**

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

OR

CA certificate along with UDIN clearly defining the related turnover from 'similar/ relevant projects/ assignments' along with Audited Financial Statements (Balance Sheets), with information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.

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



**Form TECH – 7:**

**Technical Proposal**

*[Below is a suggested structure of the Technical Proposal]*

**A. Bidder's Profile**

*[Provide here a brief description of the background and organization of your company, including an organizational chart, a list of board of directors, and beneficial ownership.]*

**B. Understanding of the consultancy work and description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference**

*[Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*

**D. Similar Work Experience (Form TECH – 6)**

**E. Team composition (Form TECH – 8)**

**Form TECH – 8**

**Curriculum Vitae (CV)**

**(Indicative format)**

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

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

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

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

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

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

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**Adequacy for the Services:**

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

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

**Certification:**

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

---

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

---

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

**Form TECH - 9**

**Bid Securing Declaration**

(on Company Letter-head)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

To

The Director,  
National Institute of Urban Affairs  
Core 4B, 1<sup>st</sup> Floor, India Habitat Centre  
Lodhi Road, New Delhi – 110003

[Complete address of the Client]

Ref: RFP Document No./ RFP No. xxxx; Tender Title: Consultancy Services

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Client for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity;  
or
- 2) being notified within the Proposal validity of the acceptance of our Proposal by the Client:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
  - (b) Fail or refuse to sign the contract.

We know that this Proposal-Securing Declaration shall expire if the contract is not awarded to us upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire Procurement Process or rejection of all Proposals or
  - (b) of the name of the successful Consultant or
- 2) forty-five days after the expiration of Proposal validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name & address of Consultant and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place..... [insert place of signing]

DA: .....

**Form TECH – 10:**  
**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 bidders>>], [<<addresses>>] (hereinafter called “the Consultant”) has undertaken, in pursuance of contract no. [<<Insert Contract No.>>] dated. [<<Date>>], and Letter of Intent no. [<<Insert LOI 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 Branch 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 INR [<<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 INR [<<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 [<<Name of Bank>>] hereby waive the necessity of your demanding the said debt from the bidder/consultant before presenting us with the demand.

We [<<Name of Bank>>] 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 [<<name of the bidders>>] 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 INR [<<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.

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

(Bank's common seal)

**Financial Proposal – Standard forms**

**Form FIN – 1**

**Financial Proposal submission form**

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*[Location, Date]*

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

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorised Signature: \_\_\_\_\_ *[In full and initials]*

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

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

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

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

## Section V – Terms of Reference

### COMPREHENSIVE MOBILITY PLAN FOR YANAM and MAHE REGIONS

#### I. BACKGROUND AND OBJECTIVE

GEF 7-funded project titled "UrbanShift - Livable Cities in India: Demonstrating Sustainable Urban Planning and Development through Integrated Approaches" is being implemented by the United Nations Environment Programme (UNEP) with the National Institute of Urban Affairs (NIUA) as the Executing Agency. The Project aims to demonstrate low emissions, resilient, nature-based, inclusive, sustainable urban development in the partner cities of Pune, Surat, Agra and Puducherry, and support scale-up of the project outcomes nationally. The key focal area of UrbanShift in Surat and Puducherry is to undertake integrated spatial planning for resilient coastal zones (by use of nature-based solutions) and low-emission mobility development.

One of the activities under the UrbanShift Country Project is to prepare separate Comprehensive Mobility Plans (CMP) for two enclaves in Puducherry (UT) namely, Yanam and Mahe. The CMP would be prepared for the planning jurisdiction of the Yanam Planning Authority (YPA) and Mahe Planning Authority (MPA), covering an area of 30 sq km and 9 sq km, respectively. The CMP would be made for a period of 30 years and would be reviewed after every 5 years and revised, if required.

Aligned with the National Urban Transport Policy (2006), the CMP should provide a long-term vision for movement of people and goods in the enclave to provide, safe, secure, efficient, reliable and seamless connectivity while supporting and enhancing economic, social and environmental sustainability.

The CMP should propose strategies aimed at enhancing regional connectivity, integrating land use and transport, promoting modal shift towards public and shared modes of transportation, facilitating movement of pedestrians and non-motorised modes of transport, implementing efficient parking management practices, enhancing road safety measures, facilitating gender-sensitive mobility planning, ensuring universal accessibility, optimisation of goods transport, etc. The CMP should be cognizant of the transport demand of all socio-economic groups, elderly, children, Persons with Disability (PwD) and genders within the enclave.

The CMP should recommend an investment program (projects to be implemented in the city) to meet the vision. The recommended projects should be prioritised as per the urgency of their need and associated climate advantages (mitigation of GHG emissions). A framework (set of indicators) should be developed to monitor the implementation of the CMP and for the approval of any new projects in future.

#### II. SCOPE OF WORK

1. Undertake a **comprehensive review of extant development plans** including master plan, comprehensive development plan, comprehensive mobility plan, comprehensive traffic and transportation study, coastal zone management plan, disaster management plan, etc. to understand the following attributes of the enclave:
  - a. regional setting and linkages;
  - b. emerging growth centres within and around the enclave;
  - c. existing and proposed land use within the enclave and its suburbs (if any);
  - d. future scale and direction of growth; and
  - e. demographic, socio-economic and cultural profile.
2. Map the agencies, departments, etc., involved in transport system governance, policy, planning, and implementation in the city.



3. Existing GIS layers of the city depicting the land use, road network, slums, green areas (parks and open spaces), and other transport infrastructure like bus terminal/s, railway station, integrated freight complexes, etc. will be procured from the relevant authorities. This database will be utilised for **delineating the Traffic Analysis Zones (TAZs)**, and mapping the data collated from the primary and secondary sources.
4. **Review of the existing transport infrastructure** and facilities shall be done for each transport mode including, but not limited to, the following:
  - a. Public Transport System, including water transport modes (performance and level of service provision for public transport users)
  - b. Para-Transit System (fleet usage detail, route detail, cost and fare, etc.)
  - c. Freight Transport (predominant movement corridors and parking facilities)
5. Analyse the existing urban transport systems and networks by carrying out the following primary surveys:
  - a. **Classified Volume Count (CVC) Survey** – The CVC of all motorised (including goods vehicles) and non-motorised vehicles shall be carried out for 16 hours (6 am – 10 pm) on one working weekday and a day over the weekend, on the selected Outer Cordon Points (OCPs), Inner Cordon Points (ICPs) and Screen Line Points (SLPs), covering each travel direction separately. The CVC will be enumerated using instruments like video camera, etc.
  - b. **Origin-Destination (O-D) Survey** – The OD survey will be conducted using road-side interview format for all motorized (including goods vehicles) and non-motorized vehicles for 16 hours duration (6 am – 10 pm) on one weekday on the selected Outer Cordon Points (OCPs), Inner Cordon Points (ICPs) and Screen Line Points (SLPs), covering each travel direction separately. The sample size of the OD survey should be 10% of total vehicles passing through the survey point. To map the OD matrix, TAZs should be delineated taking into account various factors such as administrative boundaries, physical barriers such as water bodies, biodiversity corridors, railway lines which are cutting across zones, road network and public transport network in the study area, homogeneous land uses and special generators like railway station, sports complexes/major freight centres, etc., to help analyse trip interactions at various scales. The survey shall collate information regarding type of vehicle, type of registration (private/non-commercial or commercial), type of commodity carried, origin and destination, trip purpose, frequency of travel, vehicle occupancy, etc.
  - c. **Road Network Inventory Survey** – This survey should cover all major arterials and important sub arterials and local streets of the enclave. Features like road/pavement widths, road/pavement types, street lighting, luminosity, drain types, encroachments, presence of vendors/street furniture, bus/auto stops etc. should be studied to accurately profile the existing conditions. The Road Network Inventory Survey will be conducted on minimum 50% of the randomly selected roads covering arterial, collector and local roads in each delineated TAZ.
  - d. **Speed and Delay Survey** – This survey will be conducted using the Moving Observer or Floating Car method to (a) obtain the travel speed data on all major arterials and important sub arterials and local streets within the study area, (b) identify the bottlenecks on the major corridors, and, (c) assess the existing traffic condition. The survey vehicle should make three round-trips during both the morning and evening peak periods, as well as three round-trips during the off-peak (daytime) period covering both directions of traffic flow.
  - e. **Pedestrian Count Survey** – This survey should be conducted for an 8-hour duration (including the peak hours) at important junctions, transport hubs (railway stations, bus stands), etc. The pedestrian count will be enumerated using instruments like video camera, etc.
  - f. **Parking Surveys** – On-street and Off-street Parking Surveys should be conducted for a period of 12 hours continuously at selected locations/stretches to assess the adequacy of the parking infrastructure and the demand of parking during the peak and non-peak hours. This survey will be conducted using instruments like video camera, etc.

- g. **Boarding and Alighting Survey at Public Transport (PT) terminals** - This survey should be conducted at PT terminals during the peak hours to cover all routes of the PT network. The transit authorities will inform the Consultant about the peak hours. The survey should estimate the number of commuters boarding and alighting the buses/ mini-buses/ other shared modes, origin and destination of the commuters, and level of occupancy of the buses/ mini-buses. The outcomes of the survey should provide the directional travel demand and facilitate planning of new PT routes.
      - h. **NMT Opinion Survey** – This survey seeks to gather input from pedestrians and cyclists on about the walking and cycling environment in the enclave, challenges experienced while walking/ cycling and views on priority improvements. The survey should be conducted for an 8-hour period (including the peak hours). Following a road-side interview format, the survey should be conducted on footpaths, cycling tracks, NMT stands, bus stops, etc. The sample size of the NMT Opinion Survey should preferably be 2 - 5% of the population size, with a minimum sample size of 100.
      - i. **Junction Turning Volume Counts** – This survey should be conducted for a 12-hour duration (including the peak hours) at important junctions in the enclave. This survey will be conducted using instruments like video camera, etc.
      - j. **Household Interview (HHI) Survey** – The HHI survey should be conducted to understand and analyse the existing travel behaviour and characteristics within the enclave. The sample size of the HHI survey should be 3% of the total population of the enclave, covering the entire geographical expanse and different residential use typologies therein. The survey should be designed to ensure unbiased spatial distribution and adequate representation of various socio-economic groups (including the slum population) to understand people's perceptions towards different modes of transport in terms of time, cost (affordability), comfort, safety and security.
6. The Consultant shall submit a **detailed Survey Plan** for all primary surveys mentioned above as part of the Inception Report. The Survey Plan shall include:
  - a. detailed drawing of all survey locations showing annotations for junction arms, RoW, etc.;
  - b. final survey format for the proposed transport surveys;
  - c. final questionnaire format, wherever applicable; and
  - d. survey dates.

The survey dates would be finalised in consultation with the Town and Country Planning Department, Government of Puducherry, Yanam Planning Authority (YPA) and Mahe Planning Authority (MPA) and NIUA.
7. For conducting the survey in a scientific and orderly manner, trained enumerators and experienced supervisors should be engaged. For HHI and road-side interview (OD, NMT perception survey, etc.), Computer-assisted Personal Interviewing (CAPI) model or Mobile-assisted Personal Interviewing (MAPI) should be developed and used.
8. The Consultant shall be responsible for intimating the Traffic Police about the transport surveys and soliciting their support for conducting the survey. The Town and Country Planning Department, Government of Puducherry, YPA and MPA shall extend necessary support to the Consultant to coordinate with the Traffic Police. The finalised schedule (dates) of the survey should be informed to all concerned authorities well in advance.
9. In addition to the primary surveys, **collect secondary data** pertaining to vehicular growth (annual registrations of private and commercial vehicles, LCV, HCV, etc.), freight logistics (integrated freight terminals, parking, etc.), accident data (hotspots), EV infrastructure, etc. from authoritative and credible sources.

10. **Quantify the energy consumption** (diesel, petrol, LPG, CNG and electricity) by transport-related activities, and emanating CO<sub>2</sub> and the local air pollutants by using both top-down and bottom-up approaches. The top-down approach should rely on information provided by energy suppliers such as petrol pumps, oil companies, electricity department, etc. The bottom-up approach should rely on a primary survey of vehicle users to assess the energy consumption of different vehicle categories and the in-use vehicle population to estimate the energy use within a city. Ambient air quality should also be collected to understand the impacts of transport on air pollution. The O-D and/or the HHI survey/s can be utilised to gather information about energy usage of different vehicle categories.
  
11. **Compare the infrastructure data collected to review the existing transport system**, travel behaviour, and energy consumption with the Service Level Benchmarks (SLBs) identified by the Ministry of Housing and Urban Affairs (MoHUA) – Govt. of India to understand the level of services provided to the citizens. The indicators for transport will be broadly divided in the following categories:
  - a. Indicators for mobility and accessibility
    - i. Public Transport (PT) facilities
    - ii. Pedestrian infrastructure facilities
    - iii. Non-motorised Transport (NMT) facilities
    - iv. Level of usage of Intelligent Transport System (ITS) facilities
    - v. Travel Speed (Motorised vehicles and Public Transport) along major corridors
    - vi. Availability of Parking Spaces
  - b. Infrastructure and land use
  - c. Road safety and security
  - d. Environmental impacts - Pollution levels
  - e. Economic - Financial sustainability of PT

*In addition to the above indicators, the Consultant can also propose other suitable SLBs.*
  
12. **Conduct a Travel Demand Analysis** for passenger transport across various transport scenarios using a four-step model for the peak hours. The four-step model is based on an understanding of existing travel behaviour obtained from the HHI survey, provisioning of existing transport infrastructure and service quality.
  
13. **Develop Business as Usual (BAU) and projected sustainable urban transport scenarios** for different horizon years based on the existing and projected urban transport networks and systems, socio-economic and land use trends, and technology transitions. The transport scenarios must include a Low-carbon Scenario wherein the fuel mix will diversify towards bio-fuels, electricity and natural gas, and vehicle efficiency will improve due to advancement in technology.
  
14. **Assess the BAU and alternate scenarios using the Service-Level Benchmarks** mentioned in Clause 11 of the Scope of Work. The scenario which is most advantageous in terms of propagating efficient mobility, climatic advantages and ease of implementation, should be selected for developing the CMP.
  
15. Develop a **Comprehensive Mobility Plan (CMP)** with the vision and objectives that align with the National Urban Transport Policy (2006) and all extant and proposed plans for the enclave such as the comprehensive development plans, comprehensive mobility plans, etc. The CMP must propose strategies for enabling shift towards low-carbon scenarios through a mix of policy, planning, systemic and operational measures. The CMP must provide solutions for,
  - a. enhancing institutional, spatial and operational integration and coordination between different transport/ transit agencies and modes;
  - b. reducing congestion, optimising travel time and enhancing safety to create a more efficient and accessible transportation network;
  - c. enhancing facilities and infrastructure for pedestrians and cyclists to encourage active mobility;

- d. increasing parking efficiency to alleviate parking shortages, reduce traffic congestion caused by parking-related issues, etc.; and
- e. facilitating travel demand of all genders, marginalised and vulnerable groups (including Persons with Disabilities).

*The CMP strategies should emphasise on the integration of land use and transport, improvement in public transport services, development of road and NMT network, traffic management measures, optimisation of freight movement, and recommendations for strengthening the institutional and regulatory mechanisms.*

16. Suggest an **implementation roadmap for the CMP** by identifying a set of actionable projects and measures. The proposed projects and measures should be prioritised as immediate (0 - 2 years), short (2 - 5 years), medium (5 - 10 years) and long-term (more than 10 years) projects using the following suggestive criteria:
  - a. Immediate and short-term projects/ measures aimed at improving the safety and accessibility of pedestrians, cyclists and public transport users, area level traffic circulation plans and measures like implementing traffic signals.
  - b. Medium-term measures will typically involve measures for enabling modal shift in favour of public and shared modes of transport such as corridor-level projects (implementing cycle tracks and mass-transit corridors, etc.), city level initiatives (PT fleet improvement, efficient scheduling, developing area level cycle networks and Public Bicycle Sharing (PBS) schemes, etc.).
  - c. Long-term measures will include measures to implement the overall vision of the CMP – development of city-level networks for walking and cycling, improving mass-transit networks (bus systems, water transport, etc.), parking regulation and pricing strategies as a demand management tool, improving the road network to increase travel efficiencies and provide adequate accessibility for all, propagating use of ITS, etc.
17. All projects and measures recommended by the CMP should ensure appropriate, sustainable and cost-effective investments in the transport sector. A **Multi Criteria Assessment (MCA)** framework shall be developed to evaluate and prioritise the CMP recommendations. The impact of the proposed projects should be evaluated in terms of improvement in the Service Level Benchmark (SLB).
18. **Propose the most suitable funding option for the proposed projects** considering the nature of the projects. The sources of project-funding could include government sources of funding from the city, Central and State governments, PPP and other alternative and innovative sources of funding.
19. **Conduct at least four consultations to present the Draft CMP's recommendations** (proposals and projects) to the government and community stakeholders, and receive their feedback. This consultation should include all agencies, departments, etc. mapped in Clause 2 of the Scope of Work. All consultations will be held in close coordination with the Town and Country Planning Department, Government of Puducherry and Yanam Planning Authority (YPA) and Mahe Planning Authority (MPA) officials.
20. The finalised recommendations shall be included in the CMP, along with the cost estimates and likely funding sources.
21. All baseline information, proposals and projects of the CMP should be mapped on the GIS platform. Compatibility between the GIS system used by the Consultant and the system employed by the Town and Country Planning Department, Government of Puducherry, YPA and MPA must be ensured to facilitate seamless integration with existing digital infrastructure. The digital copy of all GIS layers/ drawings should be submitted by the Consultant.

### III. Deliverables, timeline and deliverables

S. No.	Deliverable/ Activity	Timeline (in weeks)	Payment Milestones
1.	<p><b>Draft Inception Report (including proposed methodology and Survey Plan)</b></p> <p>Submission corresponding to deliverables 1, 2, 3 &amp; 6</p> <p>Presentation of Draft Inception Report to Town and Country Planning Department, Government of Puducherry, YPA, MPA, NIUA and UNEP</p>	ED* + 6 weeks	20% of the contract amount
2.	<p><b>Final Inception Report</b>, after incorporating the comments received on the Draft Report</p>	ED* + 8 weeks	
3.	<p><b>Draft Report on Urban Traffic and Transport Analysis</b></p> <p>Submission corresponding to deliverables 4, 5, &amp; 7 - 12</p> <p>Presentation of Draft Baseline Report to Town and Country Planning Department, Government of Puducherry, YPA, MPA, NIUA and UNEP</p>	ED* + 18 weeks	20% of the contract amount
3.	<p><b>Final Report on Urban Traffic and Transport Analysis</b></p> <p>Submission of Final Report on Urban Traffic and Transport Analysis after incorporating comments received on the Draft Report</p>	ED* + 20 weeks	
4.	<p><b>Draft Report on Projected Sustainable Urban Transport Scenarios</b></p> <p>Submission corresponding to deliverables 13 &amp; 14</p> <p>Presentation of <b>Draft Report</b> on Projected Sustainable Urban Transport Scenarios to Town and Country Planning Department, Government of Puducherry, YPA, MPA, NIUA and UNEP</p>	ED* + 28 weeks	20% of the contract amount
5.	<p><b>Final Report on Projected Sustainable Urban Transport Scenarios</b></p> <p>Submission of Final Report on Projected Sustainable Urban Transport Scenarios after incorporating comments received on the Draft Report</p>	ED* + 30 weeks	
6.	<p><b>Draft Comprehensive Mobility Plan (CMP)</b></p> <p>Submission corresponding to deliverables 15 – 18, 20 &amp; 21</p>	ED* + 38 weeks	20% of the contract amount

	Presentation of Draft CMP to Town and Country Planning Department, Government of Puducherry, YPA, MPA, NIUA and UNEP		
7.	<b>Stakeholder consultations on Draft CMP</b>  Submission corresponding to deliverable 19	ED* + 40 - 54 weeks	
8.	<b>Final Comprehensive Mobility Plan</b>  Submission of Final Comprehensive Mobility Plan  Presentation of Final Comprehensive Mobility Plan to Town and Country Planning Department, Government of Puducherry, YPA, MPA, NIUA and UNEP	ED* + 56 weeks	20% of the contract amount

*\*ED – Effective Date, i.e. the date of signing of the contract by both parties.*

**Digital and printed copies (2 each) of all deliverables (reports/ drawings/ maps), must be submitted to NIUA, Town and Country Planning Department, Government of Puducherry, YPA and MPA offices respectively.**

Release of payment will be made upon satisfaction of NIUA, regarding the successful completion of all tasks and completeness of the deliverables submitted for each milestone.

The Consultant shall maintain regular communication with the Project Management Unit (PMU) at NIUA during the assignment tenure.

## Section VI – Contract Forms

### I – FORM OF CONTRACT

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

WHEREAS:

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

## II – GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1 Definitions

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

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



- p) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.
- q) "**PCC**" Particular Conditions of the Contract and specific to this contract.
- r) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- s) "**Services**" means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendices A and B** of the Contract.
- t) "**Subconsultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- 2 Relationship between the Parties**
- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to the Contract, has the complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3 Law governing Contract**
- 3.1 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.
- 4 Language**
- 4.1 The Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
- 5 Heading**
- 5.1 The headings shall not limit, alter or affect the meaning of the Contract.
- 6 Communications**
- 6.1 Any communication required or permitted to be given or made pursuant to the Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7 Location**
- 7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.
- 8 Authority of member in charge**
- 8.1 In case the Consultant is a Joint Venture/Consortium, the members hereby authorise the lead member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under the Contract, including without limitation the receiving of instructions and payments from the Client.
- 9 Authorised representatives**
- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

- 10 Corrupt and Fraudulent Practices** 10.1 NIUA requires compliance with its policy in regard to corrupt and fraudulent practices.

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

- 11 Effectiveness of Contract** 11.1 The Contract shall come into force and effect on the date (the "**Effective Date**") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12 Termination of Contract for failure to become effective** 12.1 If the Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13 Commencement of Services** 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14 Expiration of Contract** 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, the Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15 Entire agreement** 15.1 The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16 Modifications or variations** 16.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.
- 16.2 In case of substantial modifications or variations, the prior written consent of NIUA is required.
- 17 Force Majeure** 17.1 Definition:
- 17.1.1 For the purposes of the Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies.
- 17.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Subconsultants or agents or employees, nor (ii) any event which a

diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

17.2 Non-breach of Contract:

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

17.3 Measures to be taken:

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

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

17.3.3 Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

a) Cease its activities and demobilise, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or

b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

**18 Suspension**

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform

any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 19 Termination

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

### 19.1 By the Client:

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

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- b) If the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Sub-Clause GCC 49.1;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
- f) If the Consultant fails to confirm availability of Key Experts.

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

### 19.2 By the Consultant:

19.2.1 The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of

any of the events specified in paragraphs (a) through (d) of this Sub-Clause:

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

**19.3 Cessation of rights and obligations:**

Upon termination of the Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of the Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.

**19.4 Cessation of Services:**

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

**19.5 Payment upon termination:**

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

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for

unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

- b) In the case of termination pursuant to paragraphs (d) and (e) of Sub-Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Experts.

### **C. Obligations of the Consultant**

## **20 General**

### **20.1 Standard of performance:**

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

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

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

### **20.2 Law applicable to Services:**

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

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

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

## **21 Conflict of interests**

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

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

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

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

**21.3 Consultant and affiliates not to engage in certain activities:**

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

**21.4 Prohibition of conflicting activities:**

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

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

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

**22 Confidentiality**

22.1 Information and data that is considered proprietary by the Client or that is delivered or disclosed by Client to the Consultant during the course of performance of the Services, and that is designated as confidential (hereinafter "Information"), shall be held in confidence by the Consultant and shall be handled as follows:

- i. the Consultant shall use the same care and discretion to avoid disclosure, publication or dissemination of Client’s Information as it uses with his own similar Information that it does not wish to disclose, publish or disseminate;
  - ii. the Consultant shall use Client’s Information solely for the purpose for which it was disclosed;
  - iii. the Consultant shall not publicise recommendations formulated in the course of, or as a result of the Contract.
- 22.2 Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services,
- 22.3 The Consultant may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of Client, the Consultant will give Client sufficient prior notice of a request for the disclosure of Information in order to allow Client to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 22.4 The Consultant shall not be prohibited from disclosing Information that is-
  - i. obtained by the Consultant from a third party without restriction
  - ii. disclosed by Client to a third party without any obligation of confidentiality
  - iii. previously known by the Consultant, or
  - iv. at any time is developed by the Consultant completely independently of any disclosures hereunder.
- 22.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the SCC, shall remain effective following any termination of the Contract.
- 22.6 Failure to comply with aforesaid Clauses shall be deemed as a disciplinary offence and will be subjected to appropriate investigation. In serious cases, the penalty for an offence, or repetition of an offence, may include dismissal from service and/or termination of the Contract.
- 23 Liability of the Consultant**
  - 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under the Contract shall be as determined under the Applicable law.
- 24 Insurance to be taken out by the Consultant**
  - 24.1 The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25 Accounting,**
  - 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its



<b>inspection and auditing</b>		Subconsultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
<b>26 Reporting obligations</b>	26.1	The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>27 Proprietary rights of the Client in reports and records</b>	27.1	Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to the Contract without prior written approval of the Client.
	27.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b> .
<b>28 Equipment, vehicles and materials</b>	28.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of the Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall hand over to the client or dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
	28.2	Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
		<b>D. Consultant's Experts and Subconsultants</b>
<b>29 Description of Key Experts</b>	29.1	The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts

are described in **Appendix B**.

29.2 In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20.1, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under the Contract to exceed the ceilings set forth in Sub-Clause GCC 41.1.

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

**30 Replacement of Key Experts**

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

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

30.3 If any Key Expert of the team is replaced by the Consultant after award of contract, the Client is entitled to apply a deduction as stated in the **SCC**.

**31 Approval of additional Key Experts**

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

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

**32 Removal of Experts or Subconsultants**

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

- 32.2 In the event that any of the Key Experts, Non-Key Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Subconsultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33 Replacement / removal of Experts - Impact on payments**
- 33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out or incidental to any removal and/or replacement of such Experts.
- 34 Working hours, overtime, leave, etc. (time-based Contract only)**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in **Appendix A** before their arrival in, or after their departure from, the Client's country.
- 34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by the Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate supervision of the Services.
- E. Obligations of the Client**
- 35 Assistance and exemption**
- 35.1 Unless otherwise specified in the **SCC**, the Client shall as far as reasonably possible use its best efforts to:
- a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services;
  - b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract;
  - c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents;
  - d) Issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate

for the prompt and effective implementation of the Services;

- e) Assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a legal entity in the Client's country according to the Applicable Law in the Client's country;
- f) Assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable law in the Client's country, of bringing into the Client's country reasonable amounts of Foreign Currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services;
- g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

- 36 Access to project site**      36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Subconsultants or the Experts.
- 37 Change in the Applicable Law related to taxes and duties**      37.1 If, after the date of the Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Sub-Clause GCC 41.1.
- 38 Services, facilities and property of the Client**      38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in the above-mentioned **Appendix A**.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.

- 39 Counterpart personnel**
- 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.
- 39.3 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 40 Payment obligation**
- 40.1 In consideration of the Services performed by the Consultant under the Contract, the Client shall make such payments to the Consultant and in such manner as provided by GCC F below.
- F. Payment to the Consultant**
- 41 Ceiling amount (time-based) or Contract price (lump-sum)**
- 41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under the Contract shall not exceed the ceiling amount specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of the Contract that evokes such amendment.
- 41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 42 Remuneration and reimbursable expenses (unit price, time-based only)**
- 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 42.2 All payments shall be at the rates set forth in **Appendix C**.
- 42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the

Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other cost unless otherwise specified in the **SCC**.

- 43 Taxes and duties**
- 43.1 The Consultant, Subconsultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemised and finalised at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44 Currency of payment**
- 44.1 Any payment under the Contract shall be made in the currency(ies) of the Contract.
- 45 Mode of billing and payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- a) Advance payment: Within the number of days as specified in the **SCC** after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee is to remain effective until the advance payment has been fully set off, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in instalments as specified in the **SCC** until the said advance payments have been fully set off.
  - b) The itemised invoices (unit price-time-based): As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemised invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in Foreign Currency and in Local Currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemised invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised, the Client may add or subtract the difference from any

subsequent payments.

- c) The lump-sum Instalment payments: The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- d) The final payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above.
- e) All payments under the Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**46 Interest on delayed payments and damages**

- 46.1 Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-Clause GCC 45.1 (b) or (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.
- 46.2 Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount

**G. Fairness and Good Faith**

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

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

- 48 Amicable Settlement** 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-Clause GCC 49.1 shall apply.
- 49 Dispute resolution** 49.1 Any dispute between the Parties arising under or related to the Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

#### **I. Other Provisions**



**50 Performance Security**

- 50.1 Within fourteen days after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Client, the Consultant shall furnish to the Client performance security (in form of Performance Bank Guarantee), valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.
- 50.2 The amount of performance security shall be 5% of the contract value denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
- a. Unless otherwise stipulated in the RFP Document or the Contract, Account Payee Demand Draft, Fixed Deposit Receipt, or Banker's Cheque drawn on any commercial bank in India, favouring the authority mentioned therein.
  - b. Performance Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **Section IV – Bidding Forms**
- 50.3 If the Consultant, having been called upon by the Client to furnish performance security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeiture of the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 50.4 If the Consultant during the tenure of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Client at its discretion:
- a. to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  - b. without terminating the Contract:
    - i. recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Client or the Government or any person contracting through the Client, or
    - ii. treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
- 50.5 In case of any amendment issued to the contract, the Consultant shall furnish suitably amended value and validity of the performance security in terms of the amended contract within fourteen days of issue of the amendment.
- 50.6 The Client shall be entitled, and it shall be lawful on his part,
- a. to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
    - i. any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Client or any part thereof
    - ii. for any loss or damage recoverable from the Consultant which the Client may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
  - b. and in either of the events aforesaid to call upon the Consultant to

maintain the said performance security at its original limit by making further deposits, provided further that the Client shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

- 50.7 Subject to the sub-clause above, the Client shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 50.8 No claim shall lie against the Client regarding interest on cash deposits, Government Securities, or depreciation thereof.

**51 Code of Integrity** 51.1 Client as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

**“Corrupt practice”** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;

**“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;

**“Anti-competitive practice”** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Client, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

**“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;

**“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Client who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Client with an intent to gain unfair advantage in the Procurement Process or for personal gain;

**“Obstructive practice”** - materially impede Client’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Client’s rights of an audit or access to information;

51.2 Obligations for Proactive Disclosures:

Client, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

- 51.3 Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Client from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

### III – SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1: Applicable law	The Contract shall be construed in accordance with the law of: India
4.1: Language	The language is English.
6.1 and 6.2: Communications	<p>The addresses are:</p> <p><b>Client:</b> National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003 <b>Attention: Dr. Debolina Kundu, Director</b> Email (where permitted): _____</p> <p><b>Consultant:</b> _____ _____</p> <p>Attention: _____ Email (where permitted): _____</p>
8.1: Authority of member in charge	Not Applicable
9.1: Authorised representatives	<p>The Authorised Representatives are:</p> <p>For the Client: _____ [name, title] For the Consultant: _____ [name, title]</p>
11.1: Effectiveness of Contract	The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.
13.1: Commencement of Services	The Services shall start on the date of signing of contract by both parties.
14.1: Expiration of Contract	The time period shall be 56 weeks.
20.2: Law applicable to Services	The Consultant commits to meet the law of India.
24.1: Insurance to be taken out by the Consultant	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Professional liability insurance;</li> <li>b) Third Party liability insurance;</li> <li>c) Client’s liability and workers' compensation insurance for the Consultant’s Experts and Subconsultants in accordance with the relevant provisions of the Applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.2	The Consultant shall not use deliverables of this contract for purposes unrelated to the Contract without the prior written approval of the Client.
29.2 & 29.3	<b>Not Applicable</b>
30.3 <b>Replacement of Key Experts</b>	<p><b>Applicable</b></p> <p>If any Key Expert of the team is replaced by the Consultant after award of contract, the Client is entitled to apply a deduction as follows:</p> <ul style="list-style-type: none"> <li>a) Replacement shall be limited to not more than 30% of the total key Experts, subject to equally, or better, qualified and experienced personal being provided to the satisfaction of the Client.</li> <li>b) Replacement of first 10% of key experts will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original expert, from the date of the replacement till completion of contract.</li> <li>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten percent) and for the third 10% replacement such reduction may be equal to 15% (fifteen percent).</li> </ul>
31.2	<b>Not Applicable</b>
34	<b>Not Applicable</b>
41: Ceiling amount (time-based) or Contract price (lump-sum)	<p><b>The Contract is Lump-sum.</b></p> <p><b>The Contract price in Lump-sum is: _____</b></p>
42: Remuneration and reimbursable expenses (unit price, time-based only)	<b>Not Applicable</b>
43.1 and 43.2: Taxes and duties	The contract value shall be inclusive of all applicable taxes.
44	Currency of Payment: INR
45.1(a): Mode of billing and payment - <i>Advance payment</i>	<p>Release of payment will be made upon satisfaction of NIUA regarding the successful completion of all tasks and completeness of the deliverables submitted for each milestone.</p> <p>No advance payment will be made</p>
45.1(b): The itemized invoices (unit price-time-based)	As per <b>Appendix A</b>
45.1(c): Lump-sum Instalment payments	<i>Payment of instalments shall be linked to the deliverables specified in the Terms of Reference in <b>Appendix A</b>.</i>
45.1(e):	<b>The account details of consultant are: _____</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>46.1:</b> <b>Interest on delayed payments</b>	<b>Not Applicable.</b>
<b>46.2:</b> <b>Damages</b>	<p>Client shall be entitled to, and it shall be lawful for him to recover Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money.</p> <p>If the Consultant fails to perform the Services within the time frame(s) incorporated in the contract, the Client shall, without prejudice to other rights and remedies available to the Client under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to 0.125% - 5% (of the related monthly bill/ stage of payment of the Services.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>
<b>49:</b> <b>Dispute resolution</b>	<p>Internal Dispute Committee (IDC):</p> <p>In the event of any disputes arising out of or relating to this Agreement, the parties agree to submit the matter to an Internal Dispute Committee (IDC) for resolution. The IDC shall consist of an odd number of members, either 3 or 5, appointed by each party. Each party shall appoint 1 or 2 members to the IDC, and a common interest person, mutually agreed upon by both parties, will act as the chairman of the committee. The IDC shall convene within 14 days from the date of notification of the dispute. The decision of the IDC shall be final and binding on both parties.</p> <p>1(a). The Internal Dispute Committee (IDC) will be established if a dispute arises under this contract. This clause specifies that the committee shall convene within 14 days from the date of notification of the dispute. This means that once either party notifies the other about a dispute, the IDC is required to be formed and meet within this two-week timeframe to address and resolve the issue. This structure ensures that both parties have representation in the dispute resolution process while also providing a neutral chairman to facilitate discussions and decision-making.</p>

## **APPENDICES**

**APPENDIX A – Terms of Reference**

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

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

**APPENDIX D – Integrity Pact**



## Appendix D - Integrity Pact

**RFP Document No. / RFP No. xxxx**

**Tender Title: Consultancy Services**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2025 at \_\_\_\_\_, India.

BETWEEN

National Institute of Urban Affairs (NIUA), through Director, NIUA (hereinafter called the "Client", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s \_\_\_\_\_ (hereinafter called the "Consultant" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

### **PREAMBLE**

'Client' intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, 'Client' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Consultant(s).

### **Section 1 - Commitments of the 'Client'**

(1) 'Client' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Client, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Client shall, during the Procurement Process, treat all Consultant(s) with equity and reason. The Client shall, in particular, before and during the Procurement Process, provide to all Consultant(s) the same information and shall not provide to any Consultant(s) confidential/ additional information through which the Consultant(s) could obtain an advantage in relation to the Procurement Process or the contract execution.
- c. The Client shall exclude from the process all known prejudiced persons.

(2) If the Client obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Client shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

### **Section 2 - Commitments of the 'Consultant'**

(1) The 'Consultant' commit themselves to taking all measures necessary to prevent corruption. The 'Consultant' commit themselves to observe the following principles during participation in the Procurement Process and during the contract execution.

a. The 'Consultant' shall not, directly or through any other person or firm, offer, promise, or give to any of the Client's employees involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.

b. The 'Consultant' shall not enter any undisclosed agreement or understanding with other Consultants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.

c. The 'Consultant' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Consultant' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Client as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Consultant' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Consultants of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The 'Consultant' shall, when presenting their Proposal, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

(2) The 'Consultant' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from Procurement Process and exclusion from future contracts**

If the 'Consultant', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Client is entitled to disqualify the 'Consultant' from the Procurement Process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

(1) If the Client has disqualified the 'Consultant' from the Procurement Process prior to the award according to Section 3, the Client is entitled to demand and recover from 'Consultant' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Client has terminated the contract according to Section 3, or if the Client is entitled to terminate the contract according to Section 3, the Client shall be entitled to demand and recover from the Consultant liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

(1) Consultant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Procurement Process.

(2) If the Consultant makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 - Equal treatment of all Consultants / Sub-consultants**

(1) In the case of Sub-contracting, the Principal Consultant shall take responsibility for the adoption of the Integrity Pact by the Sub-consultants.

(2) The Client shall enter into agreements with identical conditions as this one with all Consultants.

(3) The Client shall disqualify from the Procurement Process all Consultants who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Consultant(s)/ Sub-consultant(s)**

If the Client obtains knowledge of the conduct of a Consultant or Sub-consultant, or of an employee or a representative or an associate of a Consultant or Sub-consultant, which constitutes corruption, or if the Client has substantive suspicion in this regard, the Client shall inform the same to the Chief Vigilance Officer.

#### **Section 8 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract. Any violation of the same would entail disqualification of the Consultants and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Client.

#### **Section 9 - Other provisions**

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Client, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

For and on behalf of the Client

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Consultant/ Consultant.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Client

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)