

**Request for Proposal**

**for**

**Appointment of agency for undertaking data collection and assessment of 250 cities for  
Ease of Living and Municipal Performance Indices**

**10 January 2022**



**National Institute of Urban Affairs**

**National Institute of Urban Affairs (NIUA)  
New Delhi**

## **Table of Contents**

<b>0.1 Important dates</b>	<b>6</b>
<b>1. Background Information and Letter of Invitation</b>	<b>7</b>
<b>1.1 Project Background</b>	<b>7</b>
1.1.1 <i>Ease of Living Index and Municipal Performance Index</i>	7
1.1.2 <i>Data collection for 250 cities</i>	8
<b>1.2 Letter of Invitation</b>	<b>9</b>
<b>1.3 Scope and Description of Shortlisting Process</b>	<b>9</b>
<b>2. Terms of Reference</b>	<b>10</b>
<b>2.1 Scope of work</b>	<b>10</b>
<b>2.3 Other support activities</b>	<b>12</b>
<b>2.4 Deliverables</b>	<b>13</b>
<b>2.5 Time and Payment Schedule</b>	<b>13</b>
<b>2.6 Meetings</b>	<b>14</b>
<b>2.7 REPORTING</b>	<b>14</b>
<b>2.8 COMPLETION OF SERVICES</b>	<b>15</b>
<b>3. Criteria for Evaluation</b>	<b>15</b>
<b>3.1 Eligibility/ Pre-Qualification Criteria</b>	<b>15</b>
3.1.1 <i>Experience of firm:</i>	15
3.1.2 <i>Experience of Key Personnel:</i>	17
3.1.3 <i>Roles and Responsibilities of the Experts</i>	19
<b>3.2 Bid Evaluation Criteria</b>	<b>21</b>
<b>3.3 Commercial Bid Evaluation</b>	<b>22</b>
<b>4. Instructions to the Bidders</b>	<b>22</b>
<b>4.1 General</b>	<b>22</b>
<b>4.2 Compliant Proposals / Completeness of Response</b>	<b>23</b>
<b>4.3 Pre-Bid Meeting &amp; Clarifications</b>	<b>23</b>
4.3.1 <i>Bidders Queries</i>	23
4.3.2 <i>Responses to Pre-Bid Queries and Issue of Corrigendum</i>	24
<b>4.4 Key Requirements of the Bid</b>	<b>24</b>
4.4.1 <i>Right to Terminate the Process</i>	24
4.4.2 <i>Earnest Money Deposit (EMD)</i>	24
4.4.3 <i>Submission of Proposals</i>	25
4.4.4 <i>Authentication of Bids</i>	25
<b>4.5 Preparation and submission of Proposal</b>	<b>25</b>
4.5.1 <i>Proposal Preparation Costs</i>	25
4.5.2 <i>Language</i>	26

4.5.3	Venue and Deadline for Submission of Proposals	26
4.5.4	Number of Applications	26
4.5.5	Late Bids	26
<b>4.6</b>	<b>Evaluation process / Selection procedure</b>	<b>26</b>
4.6.1	Tender Opening <mention date/time in factsheet>	27
4.6.2	Tender Validity	27
4.6.3	Tender Evaluation	27
<b>4.7</b>	<b>Consortiums</b>	<b>27</b>
4.7.1	Change in Consortium Composition	28
<b>5.</b>	<b><i>Appointment of Agency</i></b>	<b>28</b>
<b>5.1</b>	<b>Award Criteria</b>	<b>28</b>
<b>5.2</b>	<b>Right to Accept Any Proposal and to Reject Any or All Proposal(s)</b>	<b>28</b>
<b>5.3</b>	<b>Notification of Award</b>	<b>28</b>
<b>5.4</b>	<b>Contract Finalization and Award</b>	<b>29</b>
<b>5.5</b>	<b>Performance Guarantee -</b>	<b>29</b>
<b>5.6</b>	<b>Signing of Contract</b>	<b>29</b>
<b>5.7</b>	<b>Failure to agree with the Terms and Conditions of the RFP</b>	<b>29</b>
<b>6.</b>	<b><i>Fraud and Corrupt Practices</i></b>	<b>29</b>
<b>7.</b>	<b><i>Conflict of Interest</i></b>	<b>31</b>
<b>8.</b>	<b><i>Penalty</i></b>	<b>32</b>
<b>8.1</b>	<b>Penalty for exit/replacement</b>	<b>32</b>
<b>8.2</b>	<b>Forfeiture of Performance Bank Guarantee</b>	<b>33</b>
<b>8.3</b>	<b>Terms of Payment</b>	<b>33</b>
	<b>Annexure A of the TOR</b>	<b>34</b>
	EoLI and MPI Cities List	34
	36 Cities List	40
	<b>Annexure-B</b>	<b>42</b>
	EOLI Indicators (Tentative)	42
	MPI Indicators (Tentative)	44
	Appendix I: Pre-Qualification & Technical Bid Templates	47
	<b>Form 1: Compliance Sheet for Pre-Qualification Proposal</b>	<b>47</b>
	<b>Form 2: Particulars of the Bidders</b>	<b>49</b>
	<b>Form 3: Bank Guarantee for Earnest Money Deposit (EMD)</b>	<b>50</b>
	<<insert date>>	50
	<b>Form 4: Compliance Sheet for Technical Proposal</b>	<b>52</b>
	<b>Form 5: Letter of Proposal</b>	<b>53</b>
	<b>Form 6: Eligible Assignment of Applicant</b>	<b>54</b>
	<b>Form 7: Curriculum Vitae (CV) of Key Personnel</b>	<b>55</b>
<b>10.</b>	<b>Membership of Professional Associations:</b>	<b>55</b>

Appendix II: Commercial Proposal Templates	57
<b>Form 1: Covering Letter</b>	57
<b>Form 2: Commercial Bid Template Financial Proposal</b>	58
<b>Form 2A: Summary of Costs</b>	58
<b>Form 2B: Breakdown of Remuneration (man month rate)</b>	58
<b>Form 2C: Estimate of Out of Pocket Expenses</b>	59
<b>Form 2D: Miscellaneous Expenses</b>	59
Appendix III: Performance Bank Guarantee	60
Form Fin-1	62
<b>Financial Proposal Submission Form</b>	62
<b>Annexure-C</b>	<b>64</b>
<b>1. Definitions and Interpretation</b>	65
<b>2. Priority of Contract documents</b>	69
<b>3. Duration of Contract</b>	69
<b>4. Services to other Agencies</b>	70
<b>5. General obligations of the parties</b>	70
<b>6. Provision of Services</b>	70
<b>7. Documentation</b>	71
<b>8. Varying the Services</b>	72
<b>9. Co-operation with Personnel and contractors</b>	72
<b>10. Monitoring progress</b>	73
<b>11. Performance assessment</b>	73
<b>12. Personnel</b>	74
<b>13. Intellectual Property Rights</b>	74
<b>14. Moral Rights</b>	76
<b>15. Payment</b>	76
<b>16. Taxes</b>	77
<b>17. Indemnity</b>	78
<b>18. Liability</b>	79
<b>19. Insurance</b>	80
<b>20. Confidentiality and privacy</b>	80
<b>21. Protection of personal information</b>	81
<b>22. Conflict of interest</b>	82
<b>23. Security</b>	84
<b>24. Books and records</b>	84
<b>25. Audit and access</b>	85
<b>26. Unforeseen events</b>	86
<b>27. Dispute Resolution</b>	87
<b>28. Termination</b>	88
<b>29. Notices and other communications</b>	91
<b>30. Miscellaneous</b>	91

## **Disclaimer**

The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of NIUA or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by NIUA to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by NIUA in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for NIUA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NIUA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. NIUA, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process. NIUA also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP. NIUA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that NIUA is bound to select a Bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the NIUA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NIUA or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder and NIUA shall not be liable in any manner

whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.

< Appointment of agency for undertaking data collection and assessment of 250 cities for Ease of Living and Municipal Performance Indices >

## **RFP Number: 667/2022/DIR\_NIUA**

### **0.1 Important dates**

S. No.	Particular	Details
1.	Start date of issuance of RFP document	10.01.2022
2.	Last date for Submission of Queries	19.01.2022
3.	Pre-Bid Conference	27.01.2022
4.	Issue of Corrigendum (if applicable) and response to queries	31.01.2022
5.	Last date and time for RFP Submission	10.02.2022, 17:00 Hrs.
6.	Date and time for opening of Technical bids	On Proposal Due Date
7.	Date and time for opening of Commercial bids	TBD

## 1. Background Information and Letter of Invitation

### 1.1 Project Background

#### 1.1.1 *Ease of Living Index and Municipal Performance Index*

- i. The Ministry of Housing and Urban Affairs (MoHUA), Government of India (GOI), along with state and local governments, is implementing several flagship urban missions for improving various aspects of urban development in Indian cities.
- ii. These schemes include Deen Dayal Antyodaya Yojana National Urban Livelihood Mission (DAY-NULM), Swachh Bharat Mission-Urban (SBM-U), Atal Mission for Rejuvenation and Urban Transformation (AMRUT), Pradhan Mantri Awas Yojana Urban (PMAY-U), Smart Cities Mission (SCM), Schemes/Projects for Urban Transport, and the Heritage City Development and Augmentation Yojana (HRIDAY).
- iii. Given the wide range of projects and policies being implemented under various missions, it was imperative to create an assessment tool that provides cities with an understanding of how they perform across different sectors of development. The data-driven learnings from such evaluations can be utilised as a reference point to improve urban planning, governance outcomes and attract investments, in compliance with the people's needs.
- iv. With this intent, the Smart Cities Mission launched the Ease of Living Index (EoLI) to measure the quality of life, sustainability and economic ability outcomes of cities – including a citizen perception survey to gauge satisfaction among residents on these outcomes. The Mission has successfully completed two rounds of EoLI, in 2019 and 2020, ranking 111 cities. Further, EoLI indicators are strongly linked to Sustainable Development Goals (SDGs) and this exercise will help the country to track and achieve SDGs.
- v. While measuring infrastructure and services outcomes is important, it is also necessary to evaluate the functioning of urban local bodies (ULBs) that are responsible for their delivery. Thus SCM also launched the Municipal Performance Index (MPI) to benchmark ULBs based on five key verticals of Services, Finance, Planning, Technology, and Governance. This is intended to motivate state and local governments to continuously improve the capacities of ULBs. The Mission has successfully completed MPI in 2020, ranking 114 cities.
- vi. The Ministry, through the National Institute of Urban Affairs (NIUA) is conducting the third round of Ease of Living Index and Municipal Performance Index for a total of 250 cities.
  - a. *The Ease of Living Index, 2021* aims to assess the Ease of Living of citizens across three pillars: Quality of Life, Economic Ability and Sustainability which are further divided into 14 categories across 50 indicators. Citizen Perception Survey is conceptualized to be an integral component of the Ease of Living

## Index.

- b. *The Municipal Performance Index, 2021* aims to examine the sectoral performance of municipalities across a set of 5 verticals namely Service, Finance, Planning, Technology and Governance. These 5 verticals have been further divided into 20 sectors which will be evaluated across 100 indicators.
- vii. A total of 250 cities/ULBs, across metropolitan cities, large, medium and small towns will be covered under both the frameworks. List of cities is provided in Annexure A.

<b>S.No s.</b>	<b>Classification</b>	<b>Population range</b>	<b>No of cities included in EoLI &amp; MPI</b>
1	Small Towns	Less than 50,000 population	9
2	Medium Towns	Population $\geq$ 50,000 < 5 lakh	143
3	Large Towns	Population $\geq$ 5 lakh < 1 million	43
4	Metropolitan Cities	Population $\geq$ 1 million	55
	<b>Total</b>		<b>250</b>

### 1.1.2 Data collection for 250 cities

- i. Data filling for all 250 cities will be done digitally using MoHUA's portal.
- ii. 214 cities will be required to fill data for approx. 248 number of data points (97 for EoLI and 151 for MPI), whereas 36 select cities will be required to fill additional data points (totaling approx. 432 data points), some of which may be pre-filled by MoHUA/NIUA. List of data points are listed at Annexure 'B'.
- iii. It is to be noted that while all 250 cities will be assessed and ranked on EoLI and MPI based on 248 number of data points, the additional data points collected for 36 cities are required for pilot of an integrated data collection being developed by the Ministry.
- iv. Given the magnitude of data collection and field surveys required, NIUA wishes to engage the services of a reputed agency/institution for undertaking data collection, validation, analysis and ranking under Ease of Living Index and Municipal Performance Index for 250 cities.
- v. During the course of assessment, NIUA will facilitate the following:
  - NIUA, through MoHUA, will provide access to data from Government Departments / Ministries, efforts are to be made to collect the most recent centrally available data for all cities
  - NIUA will provide access to cities and Agency to MoHUA's online data entry portal



- Draft data collection instruments for Ease of Living and Municipal Performance Indices.<sup>1</sup>
- The selected Agency may carry out further training of ULBs and other departments, line agencies, if required to improve the study outcomes
- Standardization of data collection requirements by other allied departments. As required, the agency will provide technical inputs on extent of gap, reasons, and alternate methods to address the data gap
- Interface and access to other allied organizations, teams, activities that may be working on urban data to ensure synergies and integration with these standards
- Designation of a nodal person to facilitate interaction and necessary approvals at central, state, and city level
- Release of funds as per the terms of payment on successful submission and approval of deliverables
- Sign offs required at relevant stages from stakeholders

## **1.2 Letter of Invitation**

NIUA invites responses (“Proposals”) to this Request for Proposals (“RFP”) from agencies (“Applicants”) for the appointment of Agency for undertaking the Ease of Living Index and Municipal Performance Index for 250 cities as described in Section 2.1 and 2.2 of this RFP, “Terms of References”. NIUA is the Nodal Agency / governing institution / competent authority for this procurement process (“the Nodal Agency”).

Any contract that may result from this procurement process will be issued for a term of 12 months (“the Term”).

Proposals must be received not later than time and date mentioned in Section 0.1.

Proposals that are received after the specified date of submission WILL NOT be considered in this procurement process.

## **1.3 Scope and Description of Shortlisting Process**

- i. NIUA proposes to adopt a single-stage two-packet process to evaluate applications received based on criteria set out in this RFP Document. Based on this evaluation an Agency will be appointed to undertake the Project. Prior to the evaluation of the proposals, NIUA will determine whether each proposal is responsive to the requirements of the RFP. A proposal will be considered responsive only if:
  - a) The Technical Proposal is received as per standard forms.
  - b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 4.5.3
  - c) It is accompanied by the Bid Security as specified in Clause 4.4.2
  - d) It is accompanied by the Power of Attorney
  - e) It contains all the information (complete in all respects) as requested in the RFP
  - f) It does not contain any condition or qualification;
  - g) It is submitted over email as specified in Clause 4.4.3; and

---

<sup>1</sup> The selected agency will be required to develop the research instrument for Citizen Perception Survey

- h) It is not non-responsive in terms hereof
- ii. NIUA reserves the right to reject any proposal which is non-responsive and no-request for alteration, modification, substitution or withdrawal shall be entertained by NIUA in respect of such proposals.
- iii. After the technical evaluation, NIUA shall prepare a list of pre-qualified and shortlisted applicants for opening of their Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted applicants will be read out. The opening of the Financial Proposals shall be done in presence of respective representatives of applicants who choose to be present. NIUA will not entertain any query or clarification from applicants who fail to qualify at any stage of the Selection Process.
- iv. The financial evaluation and final ranking of the applicants shall be carried out in terms of Clause 3. Proposals will finally be ranked with the lowest commercial offer being ranked first based on the Applicants commercial offer

The details of data points for Ease of Living Index, Municipal Performance Index, and additional data points for 36 cities are attached in Annexure “B”. The Assessment Frameworks for EoL and MPI are available at [eol.smartcities.gov.in](http://eol.smartcities.gov.in)

## **2. Terms of Reference**

### **2.1 Scope of work**

The objective of this Assignment is to undertake assessment of EOL and MPI in 250 cities (For 214 Cities 248 data points to be collected and for 36 cities, 432 data points are to be collected):

- i. Compile reliable and high-quality data for all cities included in the study, as required by the NIUA for the computation of Ease of Living and Municipal Performance Indices as prescribed in the ‘EOL and MPI’ document;
- ii. Ensure the data is entered on MoHUA’s data portal for this exercise.
- iii. Address any gaps on core indicators through collection of data, as required.

### **2.2 Scope of Services**

**The scope of services shall comprise:**

- i. Provide handholding support to city governments during the entire process.
- ii. Conduct capacity building of nodal officers and teams with support from NIUA.
- iii. Collect, compile and undertake quality checks for data reliability, consistency and validity on all the datasets received from the city governments.
- iv. Undertake processing of all the raw datasets received and submit an integrated database of all the cities in a mutually agreed format.

- v. Suggest a methodology for and undertake a comprehensive Citizen Perception Survey in online and offline formats, in all the cities covered under the assignment.
- vi. Analyse the datasets to assess, score and rank the cities as per the methodology for Ease of Living and Municipal Performance Indices.
- vii. These services are briefly explained hereunder:

### **Initiation Activities**

**i. Conduct a reconnaissance of all cities included in the project (as per Annexure A). This shall include:**

Initiation of discussion with officials from city, state government officials, parastatal agencies to kick-start the study. This will include discussions on

- Appointment of nodal officers at state/city levels;
- Sources, processes and methods of data collection;
- Timelines for data collection;
- Approach and protocols for secondary data validation, reconciliation; supporting documents and finalization of data.

**ii. Prepare and submit to NIUA, an Inception Report (one report for all 250 cities together), including the following:**

- Detailed plan of action including details of nodal official(s) at state/city levels; sources, processes and methods of data collection; approaches and protocols for secondary data validation, reconciliation, supporting documents and finalization of data from data owners or data custodians.
- Proposed timelines for initiation and completion of data collection as finalized with NIUA and state/city governments; and
- Final data collection formats and instruments and support required from NIUA during the project

**iii. Convey the finalized schedule and plan of action to cities allowing them to mobilize support for the activities. A minimum of 15 days of preparation period must be given to cities before data collection and surveys;**

**iv. Secondary Data Collection**

- Mobilize teams (with adequate and qualified manpower) for obtaining data required for EoLI and MPI;
- Handhold cities and other data owners in collection and sharing of secondary data for the indices;
- Guide and troubleshoot with cities and other data owners during the course of the study;
- Conduct quality check and validation of data provided by cities with available sources and supporting documents
- Conduct analysis of the raw data and prepare aggregate data sets for all standards for each of the cities adopting the methodology as prescribed in Assessment Frameworks
- Data validation, reconciliation and finalization in consultation with data owners

**v. Citizen Feedback**

- As outlined in the methodology document, citizen feedback is an integral component of the Ease of Living Index. Towards this, the Agency should collect citizen feedback from each city following a robust methodology; The previous year's methodology can be accessed at <https://eol.smartcities.gov.in/resources> Develop a robust and comprehensive innovative research design that efficiently collects data from citizens across demography, socio-economic classification and geographical area. Proposed methodology should support a statistically relevant sample as per nationally/internationally accepted standards for sampling size and distribution. The method for determining sample size and distribution should be as proposed in the bid during RFP stage and finalized in consultation with NIUA as part of the Inception Report;
- Develop innovative systems for citizen to give feedback during the data collection phase, for both online (eg, chatbots/social media) and offline modes of collection to reach diverse groups, with or without digital access and varied literacy levels;
- Maintain and submit all raw data and data collection forms to NIUA without any editing and/or masking (including particulars such as names of respondents, exact address and contact details, date and time of survey, and GPS coordinates in case of samples taken for pollution etc.);
- Compile and analyse the data to be fed into the Ease of Living assessment

**vi. Submit Draft City Assessment Report to NIUA, including the following:**

- Database of aggregate data in the format as mutually agreed in Inception Report;
- All raw data and data sheets;
- Sources of data, assumptions (if any), record of discussions with key stakeholders, minutes of city kick-off meeting and other relevant documentation.

**vii. Submit Final City Assessment Report (one national report for EoLI and MPI for all 250 cities and separate reports for each city) to NIUA** after including any recommendations of NIUA and after suitably incorporating any valid feedback received from cities / states with the approval of NIUA;

**viii. Develop and maintain a digital database of the citizen perception data collected for each city.** The format should be finalized in consultation with NIUA and enable examination of raw data as well as aggregated numbers on a year-on-year basis.

**2.3 Other support activities**

- Provide all necessary support to NIUA or other reputed third-party agency(ies) appointed by NIUA for undertaking verification of the data submitted by the Agency;
- Set up a Technical Advisory Group (TAGs) constituting subject experts representing assessment categories that can provide timely inputs at inception, data collection, and analysis stage through TAG meetings scheduled during the course of project implementation;
- Provide any technical support as required by NIUA or its assigned team during the development of scoring sheets and city indices for the various standards;

- Conduct one national and six regional workshops with NIUA for
  - 250 cities for EoLI and MPI, with special focus on new participating cities;
  - Including 36 cities for collection of extra data points.

## 2.4 Deliverables

The Agency shall deliver the following deliverables (the “Deliverables”) during the course of this Assignment. Five hard copies and two soft copies in hard drives of all the final reports, database, etc. shall be submitted to the Authority. For draft reports only two hard copies and one soft copy in hard drive shall be submitted to the Authority.

### i. Inception Report

On commencement of the Assignment, the Agency shall submit 1 (one) Integrated Inception Report for all 250 cities (including the 36 cities with additional data points) together. The Inception Report shall include Agency’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan. It shall be submitted by T+1 months.

### ii. Other deliverables will include:

Deliverables	Timelines
Draft Report <ul style="list-style-type: none"> <li>• Database of aggregate data in the format as mutually agreed.</li> <li>• Raw data and data sheets pertaining to Citizen Perception Survey</li> <li>• Sources of data, assumptions (if any), record of discussions with key stakeholders, minutes of city kickoff meeting and other</li> </ul>	T*+5 months
Final Report on EoLI and MPI data analysis and rankings <ul style="list-style-type: none"> <li>• Separate report for each city.</li> <li>• The Reports should include all recommendations of NIUA. The Report should also incorporate any valid suggestions / feedback received from cities / states with the approval of NIUA.</li> <li>• Data Repository for integrated data collection in 36 cities. The Agency will have to produce separate documentation for each city</li> </ul>	T*+ 6 months

## 2.5 Time and Payment Schedule

- i. The total duration for preparation of the Assessment Report and Schedules to the Agreement shall be 24 (twenty-four) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Report.

The Agency shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required beyond the 24<sup>th</sup> (twenty fourth) week and until the end of 52 (fifty-two) weeks. The man-days required for the intermittent services shall be provided by the Agency as per the Agreement.

- ii. Time schedule for important Deliverables (the “Key Dates”) of the Assignment and the payment schedule linked to the specified Deliverables is given below:

S.No.	Phase	Billable fee (% of contract value)
1	Approval of Phase 1 -Submission of Inception Report by NIUA	20%
2	Approval of Phase 2- Data collection and Citizen Perception Survey completed by NIUA	30%
3	Approval of Phase 3- Submission of draft report by NIUA	20%
4	Approval of Phase 4- Submission of final report by NIUA	30%

Excludes the time taken by the Authority in providing its comments on the Draft Report. The Consultant shall get four weeks for submission of the Final Report after comments of the Authority are provided.

- iii. Mobilization Advance up to 10% (ten per cent) of the total Agreement Value may be given, if requested by the selected agency in writing within one month of the award of the project against a bank guarantee from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This Bank guarantee shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Mobilization Advance shall attract 18% (eighteen per cent) simple interest per annum and shall be adjusted against the first four bills in four equal installments and additionally the accrued interest shall also be recovered from the fourth bill, i.e. towards the final report.

## 2.6 Meetings

The Authority may review with the Agency, any or all of the documents and advice forming part of the Assignment, in meetings and conferences which will be held at the Authority’s office. Further, the Agency may be required to attend meetings and conferences with pre- qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Assignment, including travel costs and *per diem*, shall be reimbursed in accordance with the Financial Proposal contained in Form Fin-1 of the RFP.

## 2.7 Reporting

- i. i. The Agency will work closely with the Authority. A designated Team Lead of NIUA will be responsible for the overall coordination and management. He/She will play a coordinating role in dissemination of the Agency’s outputs, facilitating discussions, and ensuring required reactions and responses to the Agency.

- ii. ii The Agency is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Agency's work on the TOR tasks should continue while the report is under consideration and is being discussed.
- iii. Regular communication with the Team Lead is required in addition to all key communications. This may take the form of telephone / teleconferencing, emails, faxes, and occasional meetings.
- iv. The Deliverables will be submitted as per schedule provided in this RFP.

## 2.8 Completion of Services

- i. All the study outputs shall be compiled, classified and submitted by the Agency to the Authority in soft form apart from the reports indicated in the Deliverables (Paragraph 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Assignment shall stand completed on acceptance by the Authority of all the Deliverables of the Assignment and execution of the Agreement or 52 (fifty-two) weeks from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Assignment shall in any case be deemed to be completed upon expiry of [1 (one)] year from the Effective Date, unless extended by mutual consent of the Authority and the Agency.
- ii. In the event the Agreement does not get executed within one year of the Effective Date, unless extended by mutual consent of the Authority and the Agency, the Assignment shall stand completed as specified the above paragraph (2.8 i) above, but no Lump Sum Payment shall be due, to the Agency, save and except the costs incurred for meeting its expenses during the period after expiry of 24 (twenty four) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates specified in Annex-3 of the Agreement, which shall be reimbursed to the Agency as per actuals. For the avoidance of doubt, it is agreed that reimbursement of such costs on travel and personnel shall be due to the Agency as aforesaid, even if the Agreement is not executed.

## 3. Criteria for Evaluation

### 3.1 Eligibility/ Pre-Qualification Criteria

#### 3.1.1 *Experience of firm:*

The Applications will be evaluated on the basis of the following parameters:

- i. General Experience of the Firm: The agency should have experience of providing consultancy and other services for at least 5 years. The agency (Bidder) should not have

been blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment at the time of submission of the bid.

- ii. Financial Strength of the Firm - The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY, 2018-19, 2019-20 & 2020-21, Audited statement to be enclosed). The Bidder should have an annual turnover of Rupees 50 crores or above in each of the last 3 consecutive Financial Years (FY 2018-19, 2019-20 & 2020-21,) from services rendered in India
- iii. Staff having experience of carrying out similar assignments and having performed task related to the assignment: The applicant should have at least 100 full-time professionals on its payroll.
- iv. Experience of the Firm in implementing at least 3 assignments of Rs. 2.5 crore and above each; or 2 assignments of Rs. 4 crore and above each; or 1 assignment of Rs. 6 crore and above in the last 5 years for Central/ State governments/ departments, parastatals, ULBs, multilateral agencies.
- v. Specific experience of the Firm in implementing at least 2 assignments in the last 5 years, related to research and field surveys, consultancy / technical assistance in the urban areas detailed in Annexure 1 to this section for Central/ State governments/ departments, parastatals, ULBs and multilateral agencies.
- vi. Experience of Firm in implementing at least 1 assignment in last 5 years related to development of indices, preparation of national/international reports related to the areas mentioned in the Annexure 1 to this section.



### 3.1.2 Experience of Key Personnel:

The bidder should have in its team Key Personnel as specified below fulfilling the eligibility conditions.

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Team Leader	A Post graduate in Management / Engineering / Science / Public Policy/ Urban Planning (PhD candidate will be preferred) from a recognized University / Institution	15 years	<ul style="list-style-type: none"> <li>i. Minimum 15 years' experience in urban governance, planning and management</li> <li>ii. S/he should have led the team for 2 (two) projects related to consultancy/ technical assistance/ research in the urban areas</li> <li>iii. S/he should have participated in 1 (one) project related to development of indices, preparation of national/international reports related to the areas mentioned in the Annexure 1 to this section.</li> <li>iv. S/he should have been a Team Leader for minimum period of 3 (three) years and should have led a multi-sector team in 1 (one) assignment</li> </ul>

Deputy Team Leader	Post graduate in Planning/ <i>/Architecture/</i> Management/ Economics from a recognized University / Institution	10 years	<p>i.S/he should have at least 10 (ten) years of experience in designing or implementing large scale projects with Central / State Government, Multilateral agencies.</p> <p>ii.Demonstrated experience of designing and / or implementing indicator frameworks for assessing data ecosystems in urban areas</p> <p>iii.Experience of playing a core role in 1 (one) similar national/ international data collection and assessment assignment</p>
--------------------	--	----------	--

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Project Implementation and Management	A Post graduate in Management / Economics / Urban Planning from a recognized University / Institution	8 years	<p>Minimum 8 years of experience in multi-sectoral urban assignments at national/state level</p> <p>Minimum 5 years of experience of closely working with city governments in India</p> <p>Should have managed at least one country wide assessment of cities</p>
Statistician	A Post graduate degree/ PhD in Statistics /Mathematics/ Economics from a recognized University / Institution	7 years	<p>Demonstrated experience of at least 4 years in econometric / statistical analysis on large secondary and primary datasets</p> <p>Proficiency in statistical packages like R, Stata, SAS etc.</p>

Survey Lead [PT]	A post graduate degree/ PhD in Statistics/Market Research/ Management or any other relevant discipline from a recognized University / Institute	10 years	At least 10 years of survey design and management experience  Demonstrated experience in design and implementation of national level surveys and an understanding of urban data eco systems/ ease of living
------------------	---	----------	---

In case the Agency proposes to engage any officials (serving or retired) of Govt. of India; it should be done strictly in accordance with guidelines of Department of Personnel and Training on the same.

### 3.1.3 Roles and Responsibilities of the Experts

Position	Roles & Responsibilities
Team Leader	<ul style="list-style-type: none"> <li>• Lead and drive the assignment and <i>serve as the focal point of contact</i> with the NIUA on overall activities by participating in Client meetings and other meetings suggested by the authority.</li> <li>• Engage with the senior leadership at the NIUA to strategically plan, design and implement initiatives for seamless integration and flow of data including dashboards/ data entry portals/ analytical framework</li> <li>• Overall project monitoring including tracking of project progress against agreed milestones, undertaking quality reviews and identifying project requirements</li> <li>• Prepare a plan for streamlining and automation of the processes for computation of indices pertaining to ease of living and municipal performance</li> <li>• Develop the design and framework for Citizen Perception Survey</li> <li>• Lead the analysis, scoring and ranking of cities Prepare a strategy and supporting system for centralized collection/collation of indicators pertaining to Ease of Living Index and Municipal Performance Index</li> <li>• Overall management of the team</li> </ul>

Deputy Team Leader	<ul style="list-style-type: none"> <li>• Review set of indicators, data collection instruments, formats across the indices in consultation with the Ministry and select cities</li> <li>• Define the identified set of indicators and suggest standard methodologies for its collection, validation, reconciliation</li> <li>• Prepare guidelines for cities to facilitate data uploading</li> <li>• Advise and / or identify various sources of data</li> <li>• pertinent to the identified indicators/ use cases</li> <li>• Suggest avenues / mechanisms for plugging the data gaps through identification of existing sources or new cost-effective and sustainable methods</li> </ul>
--------------------	---

Position	Roles & Responsibilities
Project Implementation Coordinator	<ul style="list-style-type: none"> <li>• Determine data readiness of selected Cities and Ministries/ Departments</li> <li>• Day to day planning and execution of tasks</li> <li>• Provide support to the cities on data definitions, processes and methods</li> <li>• Lead and coordinate on all the activities under the Ease of Living Index including Citizen Perception Survey and Municipal Performance Index</li> <li>• Fine-tune the framework for Ease of Living and Municipal Performance Indices to ascertain inclusion / exclusion of indicators</li> <li>• Coordinate on conducting training workshops, if required</li> <li>• Overall troubleshooting of issues arising during the assessment period</li> <li>• Preparation of draft and final assessment reports</li> <li>• Dissemination of findings</li> <li>• Provide inputs on formulation of recommendations for future rounds</li> </ul>
Survey Lead	<ul style="list-style-type: none"> <li>• Planning and management of activities related to Citizen Perception Survey</li> <li>• Preparation of research instrument for citizen feedback</li> <li>• Provide technical inputs and support to implement primary surveys with regard to Citizen's Perception Survey</li> <li>• Design the citizen survey sampling plan</li> </ul>
Statistician	<ul style="list-style-type: none"> <li>• Cleaning, processing and performing statistical analysis on datasets</li> <li>• Simulate different models and identify the most appropriate model that explains data sets</li> </ul>

Position	Roles & Responsibilities
	iii. Advise on methodology for sampling strategy and sample size wherever primary data collection is required with regard to Citizen’s Perception Survey iv. Support the team on data cleaning and processing Support on city assessment, scoring and ranking
<b>Non-Key Experts</b>	
Central Helpdesk EOLI and MPI	– Coordinate with city and state governments for collection of data, serve as a focal point of contact to address all queries from the city / state governments, Validation of data through secondary evidence, Coordination of citizen surveys as per agreed methodology.
Pool of Research Analysts (General)	Overall research and analytical support, Support on development of research tools and templates, Project coordination and logistical support, any other tasks assigned by the Team Leader or any other Key Personnel.

### 3.2 Bid Evaluation Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of financial evaluations

S. No.	Parameter	Supportive Document
1.	General Experience of the Firm	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate
2.	Financial Strength of the Firm	Audited Balance sheet and Profit & Loss statement; OR Certificate from the statutory auditor
3.	Staff having experience of carrying out similar assignments and having performed tasks related to the assignment	Self-Certification by the authorized signatory

4	Experience of the Firm in implementing similar assignments for Central/ State governments/ departments, para-statals, ULBs, multilateral agencies.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client (Certified by the Statutory Auditor)
5	Specific experience of the Firm in implementing assignments related to research and field surveys, consultancy/ technical assistance in the urban areas detailed in Annexure 1 to this section for Central/ State governments/ departments, para-statals, ULBs, multilateral agencies.	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate from the client (Certified by the Statutory Auditor)

### 3.3 Commercial Bid Evaluation

- i. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- ii. The bidder with lowest qualifying financial bid (L1) will be the selected bidder for the contract.
- iii. The bid price will include all taxes and levies and shall be in Indian Rupees.
- iv. Any conditional bid would be rejected.
- v. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

## 4. Instructions to the Bidders

### 4.1 General

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and

recipients of this RFP may wish to consult their own legal advisers in relation to this or the subject matter thereof.

- ii. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by NIUA on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NIUA. Any notification of preferred bidder status by NIUA shall not give rise to any enforceable rights by the Bidder. NIUA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of NIUA.
- iv. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### 4.2 Compliant Proposals / Completeness of Response

- i. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Comply with all requirements as set out within this RFP.
  - Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - Include all supporting documentations specified in this RFP

#### 4.3 Pre-Bid Meeting & Clarifications

##### 4.3.1 Bidders Queries

- i. NIUA shall hold a pre-bid meeting with the prospective bidders on 27.01.2022 at NIUA office, India Habitat Centre, New Delhi or on a webinar, contingent upon evolving Covid-19 circumstances.
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to [procurement@niua.org](mailto:procurement@niua.org) by 19.01.2022, 15:00 Hrs.
- iii. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

- iv. NIUA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by NIUA.

#### 4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Nodal Officer notified by NIUA will endeavor to provide timely response to all queries. However, NIUA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NIUA undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, NIUA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
  - a. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.niua.org](http://www.niua.org) / <https://smartnet.niua.org/tenders> and emailed to all participants of the pre-bid conference.
  - b. Any such corrigendum shall be deemed to be incorporated into this RFP.
- iii. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NIUA may, at its discretion, extend the last date for the receipt of Proposals.

#### 4.4 Key Requirements of the Bid

##### 4.4.1 Right to Terminate the Process

- i. NIUA may terminate the RFP process at any time and without assigning any reason. NIUA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by NIUA. The bidder's participation in this process may result in NIUA selecting the bidder to engage towards execution of the contract.

##### 4.4.2 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Proposals, an amount of Rs 7,50,000 only in the form of demand draft OR bank guarantee. The payment transfer related information is as follows:
  - EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favor of <National Institute of Urban Affairs> payable at New Delhi mentioning "RFP for appointment of agency for undertaking data collection and assessment of 250 cities for Ease of Living and Municipal Performance Indices". The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.
  - Bank Guarantee by commercial bank.



- b) EMD of all unsuccessful bidders would be refunded by NIUA within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix I.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### 4.4.3 Submission of Proposals

- a) Bidders should submit their responses by email. The items to be uploaded on the email include all the related documents such as:
  - EMD
  - Pre-qualification response
  - Technical Proposal
  - Financial proposal
  - Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.
- b) The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines.
- c) All the pages of the Proposal document must be spirally bound, sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

#### 4.4.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the authorized signatory of the Proposal. Furthermore, the bid must also be submitted after being digitally signed by an authorized representative of the bidding entity.

#### 4.5 Preparation and submission of Proposal

##### 4.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NIUA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NIUA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 4.5.2 Language

The RFP should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory. For purposes of interpretation of the tender, the English translation shall govern.

#### 4.5.3 Venue and Deadline for Submission of Proposals

The response to RFPs must be submitted on the [procurement@niua.org](mailto:procurement@niua.org) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted. Authority shall not be responsible for any delay in the submission of the documents.

#### 4.5.4 Number of Applications

Each Applicant shall submit only one (1) Application for the assignment. Any Applicant, who submits or participates in more than one Application will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

#### 4.5.5 Late Bids

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/ fax/etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. NIUA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. NIUA reserves the right to modify and amend any of the above stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **4.6 Evaluation process / Selection procedure**

- i. NIUA will constitute an Evaluation Committee to evaluate the responses of the bidders.
- ii. The Evaluation Committee constituted by NIUA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

- iv. The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- v. The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### 4.6.1 Tender Opening

The tenders submitted up to 17:00 Hrs on 10/02/2022 will be opened by Tender Committee or any other officer authorized by NIUA in the presence of such Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their *bona-fide* for attending the opening of the proposal.

#### 4.6.2 Tender Validity

The offer submitted by the Bidders should be valid for a **minimum period of 120 days** from the date of submission of Tender.

#### 4.6.3 Tender Evaluation

- i. Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals;
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without one or more documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the Tender
  - With lesser validity period
- ii. All responsive Bids will be considered for further processing as below.
- iii. NIUA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

### 4.7 Consortiums

The bidders eligible for participating in the qualification process shall be any one of the following two categories:

1. Category 1: Single Business Entity

2. Category 2: A consortium of Business Entities (hereinafter referred to as (“Consortium”)) The term bidder would hereinafter apply to both the above-mentioned categories.

For the purpose of this RFP, a Business Entity shall mean a company incorporated in India under the provisions of the Companies Act, 2013 or under LLP Act or under the equivalent law in case of a foreign Company. Copy of such Registration Certificate should be submitted along with the Application.

A Consortium of a maximum of three (3) members of above such entities including Lead Member shall be allowed and shall hereinafter be referred as "Consortium".

#### 4.7.1 Change in Consortium Composition

Any change in the composition of a Consortium prior to the date of opening of bid shall be permitted only with prior written approval from NIUA. After opening of bid, no change in the consortium will be allowed.

## 5. Appointment of Agency

### 5.1 Award Criteria

- a. NIUA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 5.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

- a. NIUA reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIUA’s action.

### 5.3 Notification of Award

- a. Prior to the expiration of the validity period, NIUA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/ procurement process has not been completed within the stipulated period, NIUA may request the bidders to extend the validity period of the bid.
- b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NIUA will notify each unsuccessful bidder and return their EMD.

#### 5.4 Contract Finalization and Award

- a. NIUA shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

#### 5.5 Performance Guarantee -

- a. NIUA will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of Award, for a value equivalent 5% of the total cost of contract. The Performance Bank Guarantee should be valid for a period of project duration + 90 Days. The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NIUA at its discretion may cancel the order placed on the selected bidder without giving any notice. NIUA shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or NIUA incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 5.6 Signing of Contract

- a. Post submission of Performance Guarantee by the successful bidder, NIUA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NIUA and the successful bidder. Proposed Contract terms are provided as a separate document as a template at Annexure C.

#### 5.7 Failure to agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NIUA may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- b. In such a case, NIUA shall forfeit the EMD and invoke the PBG of the successful bidder.

### **6. Fraud and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NIUA shall reject a Proposal without being liable

in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NIUA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NIUA for, inter alia, time, cost and effort of NIUA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- b) Without prejudice to the rights of NIUA under Clause above and the rights and remedies which NIUA may have under the LOI or the Contract , if an Applicant or Agency, as the case may be, is found by NIUA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the contract, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by NIUA during a period of <period> from the date such Applicant or Agency, as the case may be, is found by NIUA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NIUA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NIUA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of NIUA in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NIUA with the objective of canvassing, lobbying

or in any manner influencing or attempting to influence the Selection Process; or  
(ii) having a Conflict of Interest; and

- v. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 7. Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Services in this RFP (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NIUA shall forfeit and appropriate the EMD, if available, as mutually agreed against genuine pre-estimated compensation and damages payable to NIUA for, *inter alia*, the time, cost and effort of NIUA including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to NIUA hereunder or otherwise.
- b) NIUA requires that the Agency provides professional, objective, and impartial advice and at all times hold NIUA’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NIUA.
- c) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest.
  - ii. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
  - iv. There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to NIUA for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - v. A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project

- d) A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for NIUA in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for NIUA where the conflict of interest situation does not arise.
- e) In the event that the Agency, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to NIUA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. NIUA shall, upon being notified by the Agency under this Clause, decide whether it wishes to terminate this contract or otherwise, and convey its decision to the Agency within a period not exceeding 15 (fifteen) days.

## **8. Penalty**

### 8.1 Penalty for exit/replacement

- a) Replacement of resources shall generally not be allowed. The replacement of resource by the agency will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer.
- b) In case of failure to meet the standards of the Authority, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement / exit.
- c) The replaced resource will be accepted by NIUA only if s/he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the Authority. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of NIUA. The bidding firm shall be allowed 15 days to replace the resource.
- d) The payment for replaced resources will be made as per the man month rates quoted / agreed by the bidder. However, if the replaced resource obtains less marks in evaluation, payment will be made proportionately.
- e) The penalty per resource would be imposed in case of exit / replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource
- f) After expiry of 15 calendar days of exit, a penalty of Rs. 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.
- g) However, NIUA is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.



## 8.2 Forfeiture of Performance Bank Guarantee

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a) When the terms and conditions of contract is breached/infringed.
- b) When contract is being terminated due to non-performance of the Successful Bidder.
- c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.

## 8.3 Terms of Payment

- a) The payment will be made on Deliverable basis and will be as per the milestones as agreed upon by NIUA and the Selected Bidder at the time of signing the Contract.
- b) The payment will be made after receipt of the bill on the basis of satisfactory completion of the milestone.
- c) Invoice may be raised after approval by NIUA of the deliverable and payment may be made within 15 working days of invoice raised.
- d) The taxes would be paid as extra at the prevalent rates.

For deliverable linked payment, the payment terms will be as follows:

S.No.	Phase	Billable fee (% of contract value)
1	Phase 1 – Approval by NIUA of Inception Report	20%
2	Phase 2- Approval by NIUA of Data Collection and Citizen Perception Survey Completed	30%
3	Phase 3- Approval by NIUA of Draft Report	20%
4	Phase 4- Approval by NIUA of Final Report	30%

## Annexure A of the TOR

List of Cities:

### EoLI and MPI Cities List

S.Nos.	City	State/UT
1	Thane	Maharashtra
2	Kavaratti	Lakshadweep
3	Namchi	Sikkim
4	Diu	Daman and Diu
5	Pasighat	Arunachal Pradesh
6	Dharamshala	Himachal Pradesh
7	Leh	Ladakh
8	New Town Kolkata	West Bengal
9	Daman	Dadra and Nagar Haveli
10	Itanagar	Arunachal Pradesh
11	Naya Raipur	Chhattisgarh
12	Amaravati	Andhra Pradesh
13	Silvassa	Dadra & Nagar Haveli
14	Gangtok	Sikkim
15	Port Blair	Andaman & Nicobar Islands
16	Bhagalpur	Bihar
17	Panaji	Goa
18	Dahod	Gujarat
19	Shimla	Himachal Pradesh
20	Puri	Odisha
21	Deoghar	Jharkhand
22	Bhusawal	Maharashtra
23	Ambala	Haryana
24	Gandhinagar	Gujarat
25	Hospet	Karnataka
26	Ongole	Andhra Pradesh
27	Mahbubnagar	Andhra Pradesh
28	Burhanpur	Madhya Pradesh
29	Panchkula	Haryana
30	Nandyal	Andhra Pradesh
31	Munger	Bihar
32	Chapra	Bihar
33	Bidar	Karnataka
34	Porbandar	Gujarat
35	Proddatur	Andhra Pradesh
36	Singrauli	Madhya Pradesh
37	Sambhal	Uttar Pradesh

38	Kancheepuram	Tamil Nadu
39	Murwara	Madhya Pradesh
40	Bharuch	Gujarat
41	Nagercoil	Tamil Nadu
42	Nadiad	Gujarat
43	Silchar	Assam
44	Kanhangad	Kerala
45	Hosur	Tamil Nadu
46	Pali	Rajasthan
47	Haldwani-cum-Kathgodam	Uttarakhand
48	Udhagamandalam	Tamil Nadu
49	Raichur	Karnataka
50	Karur	Tamil Nadu
51	Ranaghat	West Bengal
52	Sivakasi	Tamil Nadu
53	Bulandshahar	Uttar Pradesh
54	Rewa	Madhya Pradesh
55	Ottappalam	Kerala
56	Roorkee	Uttarakhand
57	Dhulian	West Bengal
58	Vizianagaram	Andhra Pradesh
59	Katihar	Bihar
60	Alappuzha	Kerala
61	Sikar	Rajasthan
62	Mirzapur-cum-Vindhyachal	Uttar Pradesh
63	Dankuni	West Bengal
64	Ganganagar	Rajasthan
65	Eluru	Andhra Pradesh
66	Morvi	Gujarat
67	Begusarai	Bihar
68	Ramagundam	Andhra Pradesh
69	Bharatpur	Rajasthan
70	Wadhwan	Gujarat
71	Faizabad	Uttar Pradesh
72	Etawah	Uttar Pradesh
73	Arrah	Bihar
74	Khammam	Andhra Pradesh
75	Hapur	Uttar Pradesh
76	Ranipet	Tamil Nadu
77	Sambalpur	Odisha
78	Kohima	Nagaland
79	Ratlam	Madhya Pradesh

80	Maunath-Bhanjan	Uttar Pradesh
81	Navsari	Gujarat
82	Satna	Madhya Pradesh
83	Jalna	Maharashtra
84	Bathinda	Punjab
85	Tirupati	Andhra Pradesh
86	Anand	Gujarat
87	Dewas	Madhya Pradesh
88	Santipur	West Bengal
89	Thanjavur	Tamil Nadu
90	Farrukhabad-cum-Fatehgarh	Uttar Pradesh
91	Dindigul	Tamil Nadu
92	Sonapat	Haryana
93	Aizawl	Mizoram
94	Palakkad	Kerala
95	Bihar Sharif	Bihar
96	Karimnagar	Telangana
97	Kharagpur	West Bengal
98	Habra	West Bengal
99	Karnal	Haryana
100	Tumakuru	Karnataka
101	Baharampur	West Bengal
102	Hisar	Haryana
103	Parbhani	Maharashtra
104	Darbhanga	Bihar
105	Haridwar	Uttarakhand
106	Nizamabad	Andhra Pradesh
107	Kakinada	Andhra Pradesh
108	Purnia	Bihar
109	English-Bazar	West Bengal
110	Junagadh	Gujarat
111	Chandrapur	Maharashtra
112	Shivamogga	Karnataka
113	Ichalkaranji	Maharashtra
114	Bijapur	Karnataka
115	Bilaspur	Chhattisgarh
116	Anantapur	Andhra Pradesh
117	Alwar	Rajasthan
118	Kadapa	Andhra Pradesh
119	Barddhaman	West Bengal
120	Shahjahanpur	Uttar Pradesh
121	Rampur	Uttar Pradesh

122	Muzaffarpur	Bihar
123	Shillong	Meghalaya
124	Brahmapur	Odisha
125	Kottayam	Kerala
126	Bhilwara	Rajasthan
127	Korba	Chhattisgarh
128	Sagar	Madhya Pradesh
129	Rohtak	Haryana
130	Dhule	Maharashtra
131	Ahmadnagar	Maharashtra
132	Imphal	Manipur
133	Latur	Maharashtra
134	Yamunanagar	Haryana
135	Agartala	Tripura
136	Bellary	Karnataka
137	Thoothukudi	Tamil Nadu
138	Akola	Maharashtra
139	Kayamkulam	Kerala
140	Davangere	Karnataka
141	Panipat	Haryana
142	Patiala	Punjab
143	Cherthala	Kerala
144	Mathura	Uttar Pradesh
145	Jalgaon	Maharashtra
146	Udaipur	Rajasthan
147	Gaya	Bihar
148	Rajahmundry	Andhra Pradesh
149	Kurnool	Andhra Pradesh
150	Vellore	Tamil Nadu
151	Muzaffarnagar	Uttar Pradesh
152	Tirunelveli	Tamil Nadu
153	Jhansi	Uttar Pradesh
154	Sangli	Maharashtra
155	Ujjain	Madhya Pradesh
156	Erode	Tamil Nadu
157	Gulbarga	Karnataka
158	Nanded-Waghala	Maharashtra
159	Ajmer	Rajasthan
160	Rourkela	Odisha
161	Nellore	Andhra Pradesh
162	Kolhapur	Maharashtra
163	Bokaro-Steel-City	Jharkhand

164	Dehradun	Uttarakhand
165	Malegaon	Maharashtra
166	Durgapur	West Bengal
167	Jamnagar	Gujarat
168	Firozabad	Assam
169	Bhavnagar	Gujarat
170	Belagavi	Karnataka
171	Mangalore	Karnataka
172	Noida	Uttar Pradesh
173	Bikaner	Rajasthan
174	Amravati	Maharashtra
175	Puducherry	Puducherry
176	Jammu	Jammu and Kashmir
177	Cuttack	Odisha
178	Guntur	Andhra Pradesh
179	Gorakhpur	Uttar Pradesh
180	Saharanpur	Uttar Pradesh
181	Siliguri	West Bengal
182	Bhiwandi	Maharashtra
183	Warangal	Telangana
184	Jalandhar	Punjab
185	Bhubaneswar	Odisha
186	Gurgaon	Haryana
187	Aligarh	Uttar Pradesh
188	Salem	Tamil Nadu
189	Hubli Dharwad	Karnataka
190	Solapur	Maharashtra
191	Guwahati	Assam
192	Chandigarh	Chandigarh
193	Tiruppur	Tamil Nadu
194	Bareilly	Uttar Pradesh
195	Mysore	Karnataka
196	Kota	Rajasthan
197	Tiruchirappalli	Tamil Nadu
198	Durg-Bhilainagar	Chhattisgarh
199	Gwalior	Madhya Pradesh
200	Kollam	Kerala
201	Raipur	Chhattisgarh
202	Ranchi	Jharkhand
203	Jodhpur	Rajasthan
204	Amritsar	Punjab
205	Aurangabad	Maharashtra

206	Dhanbad	Jharkhand
207	Varanasi	Uttar Pradesh
208	Vasai-Virar-City	Maharashtra
209	Asansol	West Bengal
210	Kalyan Dombivli	Maharashtra
211	Srinagar	Jammu and Kashmir
212	Jabalpur	Madhya Pradesh
213	Jamshedpur	Jharkhand
214	Rajkot	Gujarat
215	Faridabad	Haryana
216	Meerut	Uttar Pradesh
217	Madurai	Tamil Nadu
218	Vijayawada	Andhra Pradesh
219	Nashik	Maharashtra
220	Ludhiana	Punjab
221	Kannur	Kerala
222	Vadodara	Gujarat
223	Thiruvananthapuram	Kerala
224	Patna	Bihar
225	Malappuram	Kerala
226	Pimpri Chinchwad	Maharashtra
227	Visakhapatnam	Andhra Pradesh
228	Agra	Uttar Pradesh
229	Thrissur	Kerala
230	Bhopal	Madhya Pradesh
231	Kozhikode	Kerala
232	Kochi	Kerala
233	Coimbatore	Tamil Nadu
234	Indore	Madhya Pradesh
235	Ghaziabad	Uttar Pradesh
236	Nagpur	Maharashtra
237	Kanpur	Uttar Pradesh
238	Lucknow	Uttar Pradesh
239	Jaipur	Rajasthan
240	Surat	Gujarat
241	Moradabad	Uttar Pradesh
242	Pune	Maharashtra
243	Prayagraj	Uttar Pradesh
244	Ahmedabad	Gujarat
245	Hyderabad	Andhra Pradesh
246	Bengaluru	Karnataka
247	Chennai	Tamil Nadu

248	Kolkata	West Bengal
249	Delhi (includes NDMC)	Delhi
250	Greater-Mumbai	Maharashtra

### 36 Cities List

<b>36 Cities X Integrated Assessment</b>	
<b>Zone 1: North</b>	
1	Chandigarh
2	Faridabad
3	Jammu
4	Jaipur
5	Srinagar
6	Udaipur
<b>Zone 2: Central</b>	
1	Agra
2	Lucknow
3	Varanasi
4	Indore
5	Jabalpur
6	Bhopal
<b>Zone 3: Eastern</b>	
1	Bhagalpur
2	Patna
3	New Town Kolkata
4	Ranchi
5	Rourkela
6	Nava Raipur
<b>Zone 4: North East</b>	
1	Gangtok
2	Guwahati
3	Agartala
4	Kohima
5	Imphal
6	Shillong
<b>Zone 5: South</b>	
1	Vishakhapatnam
2	Coimbatore
3	Chennai
4	Kochi



5	Bengaluru
6	Mangalore
<b>Zone 6: West</b>	
1	Nagpur
2	Pune
3	Thane
4	Rajkot
5	Surat
6	Vadodara

## Annexure-B

### EOLI Indicators (Tentative)

<b>Ease of Living Index</b>		
<b>Quality of Life</b>	<b>Economic-Ability</b>	<b>Sustainability</b>
<b>Education</b>	<b>Level of Economic Development</b>	<b>Environment</b> Water Quality Total Tree Cover
Household expenditure on education Literacy Rate	Traded Clusters	Households using clean fuel for cooking Hazardous waste generation
Pupil-Teacher Ratio Drop Out Rate		Air quality index:
Access to digital education Professionally Trained Teachers Nation Achievement Survey Score	<b>Economic Opportunities</b>	a. SO <sub>2</sub>
<b>Health</b>	Cluster Strength Credit Availability	b. NO <sub>2</sub>
Household expenditure on health Availability of Healthcare Professionals Accredited public health facilities Availability of Hospital Beds Prevalance of Water borne Diseases	Number of Incubation Centres / Skill Development centres	c. PM <sub>10</sub>
Prevalance of Vector borne Diseases	<b>Gini Coefficient</b>	
<b>Housing and Shelter</b>	Inequality index based on consumption expenditure	<b>Green Spaces and Buildings</b>
Households with electrical		Availability of Green Spaces

connections Average length of electrical interruptions Beneficiaries Under PMAY		
Slum Population		Does the city incentivise green buildings? (Y/N) Green buildings in the city
<b>WASH and SWM</b>		<b>Energy Consumption</b>
Water Supplied to Households Households with piped water supply Swachh Survekshan score		Energy Requirement vs Energy Supplied Energy generated from renewable sources Number of Energy Parks
Amount of waste water treated		<b>City Resilience</b>
Connection to Sewerage Network		Has the city implemented local disaster reduction strategies? (Y/N)
<b>Mobility</b>		Number of deaths and directly affected persons attributed to disasters
Availability of public transport Transport related fatalities Road Infrastructure:		
a. Road Density		
b. Footpath Density		
<b>Safety and Security</b>		
Prevalence of Violent Crime		
Extent of crime recorded against women Extent of crime recorded against		
Extent of crime recorded against elderly		

<b>Recreation</b>		
Availability of Open Spaces Availability of Recreation Facilities		

MPI Indicators (Tentative)

<b>Municipal Performance Index</b>				
<b>Services</b>	<b>Finance</b>	<b>Technology</b>	<b>Planning</b>	<b>Governance</b>
<b>Education</b> Vacancy of Teachers Pupil-Teacher Ratio Expenditure	<b>Revenue Management</b> Own Revenue vs Total Revenue Tax Revenue vs Own Revenue Tax Coverage Efficiency Properties Mapped on GIS Tax Collection Efficiency Review of Property Tax Last Revision System Alternate Sources of Financing Budget Efficiency	<b>Digital Governance</b> e-Governance Initiatives Command and Control System Number of e-tenders Value of e-tenders Open Data Policy Presence of CD O-City - data	<b>Plan Preparation</b> Development Plan Plan on GIS Platform Planning by Town Planners Town Planning Schemes <b>Plan Implementation</b> Land-titling Law Land-pooling Law Single-Window Clearance Green Buildings <b>Plan Enforcement</b>	<b>Transparency and Accountability</b> Disclosure of Assets Budget Publication Publication of Performance Reports Environmental Status Report Corruption Cases Against Employees <b>Human Resource</b> Adequacy of ULB staff Leadership Stability Gender Equality Average Tenure of
<b>Health</b> Primary Healthcare Institutions Vacancy of Doctors Expenditure Community Healthcare Workers				
<b>Water and Wastewater</b> Households with piped connection Water Supplied Wastewater Treatment Storm				

Water Drainage Sewerage Network	Grant Expenditure Efficiency Capital Expenditure vs Total Exp Establishment Exp vs Total Exp	Alliance Presence on Open Data Portal	ment Plan Violations Plan Efficiency	Mayor Direct Election of Mayor
<b>SWM &amp; Sanitation</b>	Salary Expenses vs Total Own Rev Preperation of Budget	<b>Digital Accesses</b>		<b>Participation</b>
Garbage Collection Street Cleanliness Waste Disposal Waste Treatment Sewage Treatment Capacity Household Sewer Connection	Estimate Capital Expenditure per capita Establishment Expenditure per capita	Internet Accesses Usage		Voter Turnout Local Representation Community Involvement
	<b>Fiscal Responsibility</b>	<b>Digital Literacy</b>		<b>Effectiveness</b>
	Participatory Budgeting Budget Variance External Audit Data Sharing Internal Audit Publication of Audits	Digital Literacy Programmes Number of Centres Number of People Trained		Citizen Charter Establishment t Exp per Employee Capacity Building Presence of Ombudsman
<b>Registrations and Permits</b>				
Registration Efficiency Online Registration	<b>Fiscal Decentralisation</b> Tax Collection Powers Borrowing Powers			

<p>Ease of Obtaining Permits</p> <p>Online Registratio n of Permits</p> <p>Number of licenses awarded</p> <p>Online Registratio n of Licenses</p> <p><b>Infrastructur e</b></p> <p>Roads with Street Lights</p> <p>Street Lights with LEDs</p> <p>Expenditure on Road Maintenance</p> <p>Road Density</p> <p>Footpat h Densit y</p> <p>Comm unity Service s</p>	<p>Credit Rating</p>			
---	----------------------	--	--	--

## Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

### Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-Qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

### Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal Form 5: Letter of Proposal

Form 6: Eligible Assignment of Applicant

Form 7: Curriculum Vitae (CV) of Key Personnel

### Form 1: Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S.No.	Pre-qualification Requirement	Document Required	Provided	Reference & Page Number
1.	Document Fee	Transaction Receipt	Yes / No	
2	Power of Attorney	Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Transaction Receipt	Yes / No	
5	Financial Capacity (Annual revenue from professional fees)	Extracts from the audited Balance sheet and Profit & Loss statements; OR Certificate from the statutory auditor	Yes / No	
8	Consortiums		Yes/No	

		Confirmation that the bidder is bidding as a consortium		
9	Legal Entity (for lead firm and all members of the consortium)	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
10	Manpower Strength	Full-time professional staff engaged in consulting services (Number of Staff) Self-Certification by the authorized signatory	Yes / No	
11	Debarment	A self-certified letter	Yes / No	



**Form 2: Particulars of the Bidders**

S.No	Information	Sought	Details to be Furnished
A	Name and bidding firm/agency	address of the	
B	Incorporation status of the firm (public limited / private limited, etc.)		
C	Year of Establishment		
D	Date of registration		
E	ROC Reference No.		
F	Details of company registration		
G	Details of appropriate service tax	registration authorities with for	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person		

In case of consortium, the lead firm and each member of consortium shall separately submit Form 2

### Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

THE CONDITIONS of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

3. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

- a) This Bank Guarantee shall be valid up to <<*insert date*>>)
- b) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

#### Form 4: Compliance Sheet for Technical Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page
1	Covering Letter for Technical Proposal	As per Form 5		
2	Experience relevant to this engagement as listed below to be demonstrated in a maximum of <10> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. < Similar deliverable would be considered as assignments undertaken in the categories stated in Annexure I >	As per Form 6	Yes/ No	
3	Proposed CVs (As requirement specified Technical evaluation)	CV & a Note (Form 7)	Yes/ No	
4	Tools and assets as per requirement specified in Technical evaluation	A note and demonstration of the Tools/ Assets	Yes/ No	

All the Bidders are requested to mention the document reference number and Page number for each criterion.

## Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Subject: Submission of the Technical bid for <provide name of the assignment> Dear Sir/Madam,

We, the undersigned, offer to provide Services to NIUA on <provide name of the assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this technical bid and the financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 120 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (*In full and initials*): \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

Location: \_\_\_\_\_

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

**Form 6: Eligible Assignment of Applicant**

1	Name of firm:	
2	Name of the Project:	
3	Development of indices/ research and field surveys; consultancy/ technical assistance in the urban areas	
4	Brief description of the Project:	
5	Description of services performed by the Firm:	
6	Name of client and Address: (indicate whether public or private)	
7	Name and telephone no. of Client's representative:	
8	Professional fee received by the Applicant (in Rs. Crore)	
9	Start date of the service (month / year):	
10	Finish date of the service (month / year):	

## Notes:

1. Use a separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience
3. Attach - Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client (Certified by the Statutory Auditor). The supporting documents shall clearly mention the professional fee and duration of the assignment.

**Form 7: Curriculum Vitae (CV) of Key Personnel**

1. **Proposed Position** [only one candidate shall be nominated for each position Expert]:
2. **Name of Firm** [Insert name of firm proposing the staff]:
3. **Name of Staff** [Insert full name]:
4. **Date of Birth:**      **Nationality:**
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
6. **Total No. of years of experience:**
7. **Total No. of years with the firm:**
8. **Areas of expertise and no. of years of experience in this area** (as required for the Profile - mandatory):
9. **Certifications and Trainings attended:**
  - a) Details of Involvement in Projects (*only if involved in the same*):
  - b) Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
10. **Membership of Professional Associations:**
11. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year): To (Year):

<p><b>Positions held:</b> _</p> <p>Detailed Tasks Assigned [<i>List all tasks to be performed under this assignment</i>]</p>	<p>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _                      Year: _____</p> <p>Location:                      Purchaser:                      Main                      project</p> <p>features: _                      Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _</p>
--	--

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

*(Signature of staff member or authorized representative of  
the staff) Day/Month/Year*

Full name of Authorized Representative: \_



## Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

### Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.> <Email id>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for <Title of Assignment> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is exclusive of the local taxes.

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., <<Date>>.

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm: Address:

**Form 2: Commercial Bid Template Financial Proposal**

**Form 2A: Summary of Costs**

Costs	Currency (Indian National Rupees)	Amount(s)
Total Remuneration (A)		
Out of Pocket Expenses (B)		
Miscellaneous Expenses (C)		
Goods and Service Tax (Applicable rate * (A+B+C))		
Total (A+B+C) + GST		

**Form 2B: Breakdown of Remuneration (man month rate)**

S No	Name	Position	Deliverables involved	Unit cost (per man month rate)	Totalman month required / Total remuneration	Amount
1						
2						
3						
4						
5						
6						
7						
	Total (Should be equal to "A" in Form 2 A)					

**Form 2C: Estimate of Out of Pocket Expenses**

S No	Description	Unit	Quantity	Unit price in INR	Amount
1					
2					
3					
4					
5					
6					
7					
	Total (Should be equal to “B” in Form 2 A)				

**Form 2D: Miscellaneous Expenses**

S No	Description	Unit	Quantity	Unit price in INR	Amount
1					
2					
3					
4					
5					
6					
7					
	Total (Should be equal to “C” in Form 2 A)				

### Appendix III: Performance Bank Guarantee

#### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

WHEREAS (Name and address of the Agency) (hereinafter called —the Agency) has undertaken, in pursuance of contract no..... dated to supply (description of Assignment) (herein after called —the contract).

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of ..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

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

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

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

This guarantee shall be valid up to and including the ..... day of ....., 20.....

..... (Signature with date of the authorized officer of the Bank).

.....

Name and designation of the officer

.....  
..... Seal, Name & address of the Bank and  
address of the Branch

\*\*\*\*\*

Form Fin-1

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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 Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
-------------------------------	------------------------	--------------------------------------

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

Authorized Signature {In full and initials}: \_

Name and Title of Signatory: \_

In the capacity of: \_

Address: \_

E-mail: \_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## Annexure-C

### SERVICES AGREEMENT

THIS Service Agreement (“Agreement” or “Contract”) is made on this the <\*\*\*> day of 2022 at <\*\*\*>, India.

#### BETWEEN

\_\_\_\_\_ having its office at \_\_\_\_\_ India hereinafter referred to as ‘Nodal Agency’ or ‘Client’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

#### AND

<\*\*\*>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <\*\*\*>, India.

<\*\*\*> (hereinafter referred to as ‘Agency’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

#### WHEREAS:

1. NIUA is desirous to implement the project for ‘Undertaking data collection and assessment of 250 cities for Ease of Living and Municipal Performance Indices exercise on behalf of National Institute of Urban Affairs (NIUA)’ hereinafter referred to as ‘Project’.
2. In furtherance of the same, NIUA undertook the selection of a suitable Agency through a competitive bidding process to assist in undertaking the project for Ease of Living, Municipal Performance Index and Integrated Assessment Framework exercise on behalf of National Institute of Urban Affairs (NIUA) and in this regard issued Request for Proposal (RFP) dated <\*\*\*>.
3. The successful bidder has been selected as the Agency on the basis of the bid response set out as Schedule 8 of this Agreement, to advice on undertaking the Ease of Living, and Municipal Performance Index exercise on behalf of National Institute of Urban Affairs (NIUA).

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:



## 1. Definitions and Interpretation

### 1.1. Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

Agreed Terms	clauses 1 to 30 of the Agreement which set out terms and conditions agreed by the parties.
Auxiliary Material	any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: Third Party Material; any modifications that may be required under clause ii; error corrections or translations to that Material; or derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.
Business Day	for receiving a notice under clause 29, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and for all other purposes, any day that is not a Saturday or Sunday or a national public holiday throughout India promulgated in the official gazette
Business Hours	from 10.00am to 6.00 pm on a Business Day at the place where the Services are to be provided, unless specified otherwise in item 5 of the Contract Details.
Change Order	the form set out in Schedule 6.
Commencement Date	the date on which this Contract commences, as specified in item 6 of the Contract Details.
Confidential Information	information that is by its nature confidential; and is designated by a party as confidential and is described in Schedule 4 of this Contract; or a party knows or ought to know is confidential, but does not include: information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.
Contract	this agreement between the NIUA and the Agency, as amended from time to time in accordance with clause 8, and includes its schedules and any attachments.
Contract Details	the details set out in Schedule 1.

Contract Material	any Material created by the Agency on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required under clause ii.
Contract Period	the Initial Contract Period plus any extension in accordance with clause 3.
Agency	The party specified in item 2 of the Contract Details and includes its subcontractors and Personnel.
Agency Representative	the person identified in item 4 of the Contract Details.
Companies Act	the Companies Act 1956.
Client	the party specified in item 1 of the Contract Details. Also mentioned as Nodal Agency in the document.
Client Data	all data and information relating to the Client, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Client.
Client Material	any Auxiliary Material provided to the Agency by the Client, including the Material (if any) specified in item 16 of the Contract Details.
Client Representative	the person identified in item 3 of the Contract Details.
Deliverable	any Contract Material or other item to be supplied by the Agency under this Contract.
Documentation	the documentation to be provided by the Agency under clause 7.
Initial Contract Period	the period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details.
Law	any applicable statute, regulation, by -law, ordinance or subordinate legislation in force from time to time in India, whether made by Central Government or the State, Union Territory.
Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without

	limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Agency in performing any of its obligations under this Contract, as specified in the Statement of Work.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the Copyright Act.
Nominated Agency	an Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
Notice	a notice, demand, consent, approval or communication issued under this Contract.
Performance Criteria	the requirements set out in the Statement of Work for each Service and Deliverable.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Agency, of a subcontractor.
Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties.
Schedules	The schedules to this Contract.
Service Charges	the charges payable to the Agency in accordance with Schedule 3.
Services	the services to be provided by the Agency, as specified in the Statement of Work and includes the supply of the Deliverables.
Specified Personnel	the Agency's subcontractors and Personnel specified in item 15 of the Contract Details.
Statement of Work	the details of the Services to be performed under this Contract, as set out in Schedule 2.
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
Warranted Materials	the Auxiliary Material provided by the Agency, the Deliverables and Contract Material

## 1.2. Interpretation

- a) In this Contract, except where the contrary intention is expressed:
- b) the singular includes the plural and vice versa, and a gender includes other genders;
- c) another grammatical form of a defined word or expression has a corresponding meaning;
- d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- f) a reference to rupee or Indian rupees to the Indian currency;
- g) a reference to time is to the time in the place where the obligation is to be performed;
- h) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- j) if the Agency is a trustee, the Agency enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
- k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- l) a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- m) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- p) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;

- q) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- r) headings are for ease of reference only and do not affect interpretation.

### **1.3. Completion of Schedules**

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, that item will be taken to be 'not applicable' for the purpose of this Contract.

## **2. Priority of Contract documents**

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- a) Agreed Terms;
- b) Schedules;
- c) Any attachments to the Schedules; and
- d) Documents incorporated by reference in this Contract.
- e) RFP document and its corrigendum
- f) Proposal submitted by the bidder

## **3. Duration of Contract**

### **3.1. Initial Contract Period**

This Contract begins on the Commencement Date and continues for the duration of the Initial Contract Period unless terminated in accordance with clause 28.

### **3.2. Option to extend Contract Period**

- a) The Initial Contract Period may be extended by the Client for further period(s), specified in item 8 of the Contract Details (Extended Period), on the terms and conditions then in effect, by giving written notice to the Agency. Such notice must:
  - i. be at least 30 days; or
  - ii. such other period as specified in item 9 of the Contract Details (Extension Notice Period), before the end of the current Contract Period.
- b) Any extension exercised in accordance with this clause takes effect from the end of the then current Contract Period.

## **4. Services to other Agencies**

### **4.1. Obligation to provide Services**

The Agency offers to provide the Services to any Nominated Agency in accordance with the requirements set out in this clause 4.

### **4.2. Separate contracts**

Each Agency Order Form agreed with the Agency in accordance with this Contract will create a separate contract between the Agency and Nominated Agency for the supply by the Agency of the requested Services to the Govt. Agency. For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Contract.

## **5. General obligations of the parties**

The parties will, at all times:

- a) act reasonably in performing their obligations and exercising their rights under this Contract;
- b) diligently perform their respective obligations under this Contract; and
- c) work together in a collaborative manner.

## **6. Provision of Services**

### **6.1. Service obligations**

The Agency must supply the Services:

- i. with due skill and care and to the best of the Agency's knowledge and experience;
- ii. in accordance with the Terms of Reference;
- iii. in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in item 11 of the Contract Details;
- iv. using the Specified Personnel (if any);
- v. in accordance with all applicable Laws;
- vi. in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
- vii. so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- viii. otherwise in accordance with the provisions of this Contract.

### **6.2. Agency warranties**

The Agency represents and warrants that:

- i. it has the right to enter into this Contract;
- ii. it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- iii. it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- iv. the services will be complete, accurate and free from material faults;

### **6.3. Access to Client's premises**

The Client will cooperate with the Agency by providing access to its premises and facilities as reasonably necessary to enable the Agency to provide the Services.

### **6.4. Conduct at Client's premises**

The Agency must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Agency or as might reasonably be inferred from the circumstances.

### **6.5. Subcontracting**

The Agency will:

- i. not subcontract any aspect of the provision of the Services other than to those entities set out in item 12 of the Contract Details without the prior written approval of the Client, which will not be unreasonably withheld; and
- ii. ensure that any subcontractor approved under this Contract complies with:
  - Clause 20 (Confidentiality and privacy);
  - Clause 21 (Protection of personal information);
  - Clause 22 (Conflict of interest);
  - Clause 23 (Security);
  - Clause 6.3 and 6.4 (Access by Client);

## **7. Documentation**

### **7.1. Provision of Documentation**

The Agency must give the Client the Documentation specified in the Statement of Work in the format and at the times specified in the Statement of Work.

### **7.2. Documentation requirements**

The Documentation must at the time of delivery:

- i. be current and accurate;
- ii. adequately explain key terms, indicators used and methodology; and
- iii. unless specified otherwise in item 13 of the Contract Details, be in English.

## **8. Varying the Services**

### **8.1. Variations proposed by Client**

If the Client wants to vary the Services:

- d) the Client must request the Agency in writing setting out the proposed variations;
- e) within 14 days after receiving the Client's request or within another period agreed by the parties, the Agency must respond in writing to the Client specifying what impact those variations will have on: the Service Charges; the Services or Deliverables, including any particular Deliverable; the Agency's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- f) within 14 days after receiving the Agency's response, or within another period agreed by the parties, the Client must give the Agency a written notice accepting or rejecting the response.

### **8.2. Variations proposed by Agency**

If the Agency wants to vary the Services:

- g) the Agency must request the Client in writing setting out the proposed variations and specifying what impact those variations will have on: The Service Charges; the Services or Deliverables, including any particular Deliverable; the Agency's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- h) within 14 days after receiving the request or within another period agreed by the parties, the Client must give the Agency a written notice accepting or rejecting the Agency's request.

### **8.3. Changes to Service Charges**

Changes to Service Charges associated with a variation in the Services must:

- i) not exceed any reasonable additional cost; and
- j) take fully into account any reduction in cost.

### **8.4. Effective date of variation**

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order.

## **9. Co-operation with Personnel and contractors**

The Agency must in the performance of the Services under the Contract:



- k) fully co-operate with the Client's Personnel and other contractors; and
- l) use its best efforts to coordinate its activities so as to support and facilitate, in the Client's best interests, the timely and efficient completion of all work and other activities to be performed for the Client by any person.

## **10. Monitoring progress**

### **10.1. Progress meetings**

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Agency must ensure that the Agency Representative and the Client must ensure the Client Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

### **10.2. Reporting**

The Agency must provide the Client with reports in accordance with the Statement of Work.

## **11. Performance assessment**

### **11.1. Assessment of Services**

Each element of the Services is subject to assessment by the Client against the relevant Performance Criteria.

### **11.2. Notice of non-compliant Services**

- a. If the Client considers that all or part of the Services do not meet the Performance Criteria, the Client must notify the Agency within 30 Business Days (or such other period as specified in item 14 of the Contract Details of assessing the Services against the Performance Criteria.
- b. The Client must include reasons for the Services not meeting the Performance Criteria in the notice given under clause 11.2.a.

### **11.3. Rectification of non-compliant Services**

If the Client notifies the Agency that all or part of the Services do not meet the Performance Criteria, the Agency must:

- i. take all necessary steps to ensure that the Services are promptly corrected;
- ii. give notice to the Client when the Services have been corrected; and
- iii. allow the Client to repeat the assessment of all or part of the Services against the Performance Criteria, within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

#### **11.4. Right to terminate**

If any parts of the Services do not meet the Performance Criteria on two or more occasions, the Client may (in addition to its other remedies) terminate the Contract immediately under clause 28 by giving the Agency written notice.

### **12. Personnel**

#### **12.1. Use of Specified Personnel**

The Agency must:

- i. provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel; and
- ii. ensure that each of the Specified Personnel is aware of and complies with the Agency's obligations in providing the Services.

#### **12.2. If the Specified Personnel are not available**

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Agency must notify the Client immediately. The Agency must:

- i. if requested by the Client, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- ii. obtain the Client's written consent prior to appointing any such replacement person. The Client's consent will not be unreasonably withheld.

#### **12.3. Client may request replacement of Personnel**

The Client may at any time request the Agency to remove from work in respect of this Contract any of the Specified Personnel or the Agency's subcontractors or Personnel. The Agency must promptly arrange for the removal of such subcontractors or Personnel and their replacement in accordance with the process specified by the Client.

### **13. Intellectual Property Rights**

#### **13.1. Auxiliary Material**

This clause 13 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

#### **13.2. Third Party Material**

The Agency must obtain all necessary copyright and other Intellectual Property Right

permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Contract.

### **13.3. Client ownership of Intellectual Property Rights in Contract Material**

- i. All Intellectual Property Rights in the Contract Material vest in the Client.
- ii. Unless otherwise specified in item 17 of the Contract Details, to the extent that: the Client needs to use any of the Auxiliary Material provided by the Agency to receive the full benefit of the Services (including the Contract Material), the Agency grants to, or must obtain for, the Client for the period specified in item 17 of the Contract Details, a world -wide, royalty free, non- exclusive license (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material; the Agency needs to use any of the:

Client Material; or Contract Material, for the purpose of performing its obligations under this Contract, the Client grants to the Agency, subject to any conditions or restrictions specified in item 18 of the Contract Details and any direction by the Client, a world -wide, royalty-free, non-exclusive, non-transferable license (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services.

- iii. The license granted to the Client under clause ii does not include a right to exploit the Auxiliary Material for the Client's commercial purposes.

### **13.4. IPR Warranty**

The Agency warrants that:

- i. the Warranted Materials and the Client's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. it has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 13.

### **13.5 Remedy for breach of warranty**

If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Agency must, in addition to the indemnity under clause 17 and to any other rights that the Client may have against it, promptly, at the Agency's expense:

- i. use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- ii. replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person

without any degradation of the performance or quality of the affected Warranted Materials.

## **14. Moral Rights**

### **14.1. Obtaining consents**

To the extent permitted by applicable Laws and for the benefit of the Client, the Agency must:

- i. give, where the Agency is an individual; and
- ii. use its best endeavours to ensure that each of the Personnel used by the Agency in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to the Client, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

### **14.2. Specified Acts**

In this clause, unless otherwise specified in item 20 of the Contract Details, Specified Acts means:

- i. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. adding any additional content or information to the Contract Material.

## **15. Payment**

### **15.1. Obligation to pay charges**

Subject to this clause and the Services meeting the Performance Criteria, the Client must pay to the Agency the Service Charges as set out in Schedule 3.

### **15.2. Agency to provide invoice**

The Agency must provide a correctly rendered invoice to the Client for the Service Charges in accordance with the requirements specified in Schedule 3.

### **15.3. Due date for payment**

Unless otherwise specified in Schedule 3, the Client must make payment of a correctly rendered invoice within 45 days after receiving the invoice.

#### **Incorrect invoices, under/over payment**

If an invoice is found to have been rendered incorrectly after payment, any underpayment or

overpayment will be recoverable by or from the Agency, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Client to the Agency under this Contract.

#### **15.4. Expenses**

Unless specified otherwise in Schedule 3, the Agency must not charge the Client for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Client is under no obligation to pay any amount in excess of the Service Charges.

#### **16. Taxes**

- 16.1.** NIUA or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Agency wherever applicable. The Agency shall pay for all other taxes in connection with this Agreement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value -added, goods and services, consumption and other similar taxes or duties.
- 16.2.** NIUA or its nominated agencies shall provide Agency with the original tax receipt of any withholding taxes paid by NIUA or its nominated agencies on payments under this Agreement. The Agency agrees to reimburse and hold the NIUA or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the NIUA or its nominated agencies, the Agency and third-party subcontractors.
- 16.3.** If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the NIUA for providing the services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the NIUA under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in the Contract. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- 16.4.** The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

## **17. Indemnity**

**17.1.** Subject to Clause 17.2 below, Agency (the "Indemnifying Party") undertakes to indemnify NIUA (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

**17.2.** The indemnities set out in Clause 17.1 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
  - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## **18. Liability**

**18.1.** The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap given under this Clause 18.1 shall not be applicable to the indemnification obligations set out in Clause 17.

**18.2.** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

**18.3.** The allocations of liability in this clause 18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking

appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **19. Insurance**

### **19.1. Obligation to maintain insurance**

In connection with the provision of the Services, the Agency must have and maintain: for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law; and any additional types specified in item 21 of the Contract Details

### **19.2. Certificates of currency**

The Agency must, on request by the Client, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause 19.

## **20. Confidentiality and privacy**

### **20.1. Confidential Information not to be disclosed**

- (i) A party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (ii) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

### **20.2. Written undertakings**

- (i) A party may at any time require the other party to arrange for: its Advisers; or any other third party, other than a Client's employee, to whom information may be disclosed pursuant to clause 20.2.i or 20.3.v, to give a written undertaking, in the form of a deed reasonably acceptable to the other party and relating to the use and non-disclosure of the other party's Confidential Information.
- (ii) If the other party receives a request under clause 20.2.i, it must promptly arrange for all such undertakings to be given.

### **20.3. Exceptions to obligations**

The obligations on the parties under this clause 20 will not be taken to have been breached to the extent that Confidential Information:

- (i) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- (ii) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;



- (iii) is disclosed by the Client;
- (iv) is disclosed by the Client, in response to a request by a House or a Committee of the Parliament/Assembly;
- (v) is shared by the Client within the Client's organisation, or with another Agency, where this serves the country's legitimate interests;
- (vi) is authorised or required by law, including under this Contract, under a license or otherwise, to be disclosed; or
- (vii) is in the public domain otherwise than due to a breach of this clause 20.

#### **20.4. Obligations on disclosure**

Where a party discloses Confidential Information to another person:

- (i) pursuant to clauses 20.3 (i, ii or v), the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- (ii) pursuant to clauses 20.3 (iii and iv), the disclosing party must notify the receiving party that the information is Confidential Information.

#### **20.5. Additional confidential information**

- (i) The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
- (ii) Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

#### **20.6. Period of confidentiality**

The obligations under this clause 20 continue, notwithstanding the expiry or termination of this Contract:

- (i) in relation to an item of information described in Schedule 4, for the period set out in that Schedule in respect of that item; and
- (ii) in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.

### **21. Protection of personal information**

#### **21.1. Application of the clause**

This clause applies only where the Agency deals with personal information when, and for the purpose of, providing Services under this Contract.

## 21.2. Obligations

The Agency acknowledges that it will use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract.

## 21.3. Subcontracts

The Agency must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Agency has under this clause 21, including the requirement in relation to subcontracts.

## 22. Conflict of interest

### Warranty that there is no conflict of interest

The Agency warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NIUA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre -estimated compensation and damages payable to the NIUA for, inter alia, the time, cost and effort of the NIUA including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the NIUA hereunder or otherwise.
- b. NIUA requires that the Agency provides professional, objective, and impartial advice and at all times hold the NIUA’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NIUA.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its*

consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub -clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- i) a constituent of such Applicant is also a constituent of another Applicant; or
  - ii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - iii) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - iv) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
  - v) there is a conflict among this and other assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to NIUA for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - vi) A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. An Applicant eventually appointed to provide Consultancy for this Project, its Associates, and affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for NIUA in continuation of this Consultancy or to any subsequent consultancy/ advisory services

performed for the NIUA in accordance with the rules of the NIUA.

## **23. Security**

### **23.1. Compliance with Client requirements**

The Agency must, and must ensure that its subcontractors and Personnel comply with:

- i. all relevant security and other requirements specified in the Client's Information Security Policy, if the same has been made aware by the Client;
- ii. any additional security requirements specified in item 23 of the Contract Details; and
- iii. any other security procedures or requirements notified, in writing, by the Client to the Agency. The Agency must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

### **23.2. Security clearance**

- i. The Client may, from time to time, notify the Agency of the level of security or access clearance applicable to the Agency's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Agency must comply with and ensure its subcontractors and Personnel act in accordance with that notice.
- ii. Unless otherwise specified in item 24 of the Contract Details, the Client is responsible for all costs associated with obtaining security clearances.

### **23.3. Removal of Client Data**

The Agency must not, and must ensure that its subcontractors and Personnel do not:

- i. remove Client Data or allow Client Data to be removed from the Client's premises; or
- ii. take Client Data or allow Client Data to be taken outside of India, without the Client's prior written consent.

## **24. Books and records**

### **24.1. Agency to keep books and records The Agency must:**

- i. keep and require its subcontractors to keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail to enable the amounts payable by the Client under this Contract to be determined; and
- ii. retain and require its subcontractors to retain books and records as mandated by law and the same would be made available to the Client and will terminate upon expiry / termination of this Agreement

### **24.2. Costs**

The Agency must bear its own costs of complying with this clause.

## **25. Audit and access**

### **25.1. Right to conduct audits**

The Client or a representative may conduct audits relevant to the performance of the Agency's obligations under this Contract. Audits may be conducted of:

- i. the Agency's operational practices and procedures as they relate to this Contract, including security procedures;
- ii. the accuracy of the Agency's invoices and reports in relation to the provision of the Services under this Contract;
- iii. the Agency's compliance with its confidentiality, privacy and security obligations under this Contract;
- iv. material (including books and records) in the possession of the Agency relevant to the Services or Contract; and
- v. any other matters determined by the Client to be relevant to the Services or Contract.

### **25.2. Access by Client**

- i. The Client may, at reasonable times and on giving reasonable notice to the Agency: access the premises of the Agency to the extent relevant to the performance of this Contract; require the provision by the Agency, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Agency, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.
- ii. The Agency must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

### **25.3. Conduct of audit and access**

The Client must use reasonable endeavour to ensure that:

- i. audits performed pursuant to clause 25.1; and
- ii. the exercise of the general rights granted by clause 25.1 by the Client, do not unreasonably delay or disrupt in any material respect the Agency's performance of its obligations under the

Contract.

#### **25.4. Costs**

- i. Except as set out in clause ii, each party must bear its own costs of any reviews and/or audits.
- ii. If the Agency is able to substantiate that it has incurred direct expenses in the Client's exercise of the rights granted under clause 25 which, having regard to the value of this Contract, are substantial, the Client and the Agency will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

#### **25.5. Agency to comply with Comptroller and Auditor -General of India's requirements**

The Agency must do all things necessary to comply with the Comptroller and Auditor -General of India's or his or her delegate's requirements, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor -General of India, or his or her respective delegate.

#### **25.6. No reduction in responsibility**

The requirement for, and participation in, audits does not in any way reduce the Agency's responsibility to perform its obligations in accordance with the Contract.

#### **25.7. Subcontractor requirements**

The Agency must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

#### **25.8. No restriction**

Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor -General of India or a delegate. The rights of the Client under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor- General of India or a delegate.

#### **25.9. Survival**

This clause applies for the Contract Period or till the termination or expiry of this Contract.

### **26. Unforeseen events**

#### **26.1. Occurrence of unforeseen event**

A party (Affected Party) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Agency only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

## **26.2. Notice of unforeseen event**

When the circumstances described in clause 26 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.

## **26.3. Termination**

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 26 continues for a period of more than 30 consecutive days or other period as specified in item 25 of the Contract Details, the other party may terminate the Contract immediately by giving the Affected Party written notice.

## **26.4. Consequences of termination**

If this Contract is terminated under clause 28.1:

- i. each party will bear its own costs and neither party will incur further liability to the other; and
- ii. where the Agency is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in clause 28.1.

## **27. Dispute Resolution**

### **27.1. Reconciliation Process**

If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 27 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 27.

### **27.2. Notification**

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

### **27.3. Parties to resolve Dispute**

During the 14 days after a notice is given under clause 27.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in Item 27. The provisions of the Arbitration and

Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties here to, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27.

#### **27.4. Confidentiality**

Any information or documents disclosed by a party under this clause 27:

- i. must be kept confidential; and
- ii. may only be used to attempt to resolve the Dispute.

#### **27.5. Costs**

Each party to a Dispute must pay its own costs of complying with this clause. The parties to the Dispute must equally pay the costs of the arbitrator.

#### **27.6. Termination of process**

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party

### **28. Termination**

#### **28.1. Termination and reduction for convenience**

- i. The Client may, at any time, by a prior written notice of 60 days, terminate this Contract or reduce the scope of the Services, including for a machinery of government change.
- ii. On receipt of a notice of termination or reduction the Agency must stop work as specified in the notice; take all available steps to minimise loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- iii. If this Contract is terminated under clause 28.1, the Client is liable only for: payments under clause 15.1 for Services rendered before the effective date of termination; and reasonable costs incurred by the Agency and directly attributable to the termination.
- iv. If the scope of the Services is reduced, the Client's liability to pay the Service Charges or to provide Client Material abates in accordance with the reduction in the Services.
- v. The Client is not liable to pay compensation under clause in an amount which would, in addition to any amounts paid or due, or becoming due, to the Agency under this Contract, exceed the total Service Charges payable under this Contract.
- vi. The Agency is not entitled to compensation for loss of prospective profits.

#### **28.2. Termination by the Client for default**

- a. Without limiting any other rights or remedies the Client may have against the Agency arising out of or in connection with this Contract, the Client may terminate this Contract effective



immediately by giving written notice to the Agency if: the Agency breaches a material provision of this Contract where that breach is not capable of remedy; the Agency breaches any provision of this Contract and fails to remedy the breach within 30 days after receiving notice requiring it to do so; or an event specified in clause 28.2.c happens to the Agency.

b. Without limitation, for the purposes of clause 28.2.c, each of the following constitutes a breach of a material provision:

- i) breach of warranty under clause 6.2 (Agency warranties);
- ii) a failure to comply with clause 12 (Personnel);
- iii) a failure to comply with clause 13 (Intellectual Property Rights);
- iv) a failure to comply with clause 19 (Insurance);
- v) a failure to comply with clause 20 (Confidentiality and privacy);
- vi) a failure to comply with clause 21 (Protection of personal information); or
- vii) a failure to notify the Client of a conflict of interest under clause 22 (Conflict of interest).

c. The client can terminate the contract under the scenarios mentioned below. The Agency must notify the Client immediately if any of these situations arise :

- i) the Agency being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Agency;
- ii) the Agency disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- iii) the Agency ceases to carry on business;
- iv) the Agency ceases to be able to pay its debts as they become due;
- v) the Agency being a company enters into liquidation or has a controller or liquidator or administrator appointed;
- vi) the Agency being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
- vii) where the Agency is a partnership, any step is taken to dissolve that partnership.

In this clause, controller and administrator have the same meanings as in the Companies Act.

### **28.3. Termination by the Agency for default**

Without limiting any other rights or remedies the Agency may have against the Client arising out of or in connection with this Contract, the Agency may terminate this Contract by giving at least 60 days' notice to the Client if the Client:

- i. has not paid a correctly rendered invoice or has not notified the Agency that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- ii. the Agency has given the Client: a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Client at least 30 days to pay the invoice; and a second notice 15 days after the first notice, referring to the first notice and giving the Client at least 15 days to pay the invoice.

#### **28.4. After termination**

On termination of this Contract the Agency must:

- i. stop work on the Services;
- ii. deal with Client Material as reasonably directed by the Client; and
- iii. return all the Client's Confidential Information to the Client.

#### **28.5. Survival**

The following clauses survive the termination and expiry of this Contract:

- i. Clause 13 (Intellectual Property);
- ii. Clause 17 (Indemnity);
- iii. Clause 19 (Insurance);
- iv. Clause 20 (Confidentiality and privacy);
- v. Clause 21 (Protection of personal information);
- vi. Clause 23 (Security);
- vii. Clause 25 (Audit and access); and
- viii. Clause 28.7 (Knowledge transfer).

#### **28.6. Termination does not affect accrued rights**

Termination of this Contract does not affect any accrued rights or remedies of a party.

#### **28.7. Knowledge transfer**

Subject to any qualification or provision to the contrary in the Statement of Work, the Agency must provide the following assistance to the Client on termination or expiration of this Contract:

- i. transferring or providing access to the Client to all information stored by whatever means held by the Agency or under the control of the Agency in connection with this Contract; and
- ii. making Specified Personnel and Agency Personnel available for discussions with the Client as may be required. The time, length and subject of these discussions will be at the sole discretion of the Client, provided that any matter discussed is not considered to reveal any 'Commercial -in- Confidence' information of the Agency.

## **29. Notices and other communications**

### **29.1. Service of notices**

A Notice must be:

- i. in writing, in English and signed by a person duly authorised by the sender; and
- ii. hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Contract Details, as varied by any Notice given by the recipient to the sender.

### **29.2. Effective on receipt**

A Notice given in accordance with clause 29 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- i. if hand delivered, on delivery;
- ii. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);
- iii. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 10.00am on the next Business Day.

## **30. Miscellaneous**

### **30.1. Varying the Contract**

This Contract may be varied only in writing signed by each party.

### **30.2. Approvals and consents**

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

### **30.3. Assignment and novation**

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

### **30.4. Costs**

Each party must pay its own costs of negotiating, preparing and executing this Contract.

### **30.5. Counterparts**

This Contract may be executed in counterparts. All executed counterparts constitute one document.

### **30.6. No merger**

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

### **30.7. Entire agreement**

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subjectmatter.

### **30.8. Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

### **30.9. Severability**

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

### **30.10. Waiver**

Waiver of any provision of or right under this Contract:

- i. must be in writing signed by the party entitled to the benefit of that provision or right; and
- ii. is effective only to the extent set out in any written waiver.

### **30.11. Relationship**

- i. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- ii. This Contract does not create a relationship of employment, agency or partnership between the parties.

### **30.12. Announcements**

- i. The Agency must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Client's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- ii. If the Agency is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract the Agency must, to the extent practicable, first consult with and take into account the reasonable requirements of the Client.
- iii. Where reasonably practicable, the Client must, on or before making a public announcement in connection with this Contract or any transaction contemplated by it,

provide notice to the Agency of the general nature of the announcement. For the avoidance of doubt, the Client does not require the consent of the Agency to the making of the announcement.

**30.13. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in Item 27 of the Contract Details.

SIGNED, SEALED AND DELIVERED  
For and on behalf of the *Agency* by:

SIGNED, SEALED AND DELIVERED  
For and on behalf of NIUA(Client) by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Tel /Fax No.)

(Tel /Fax No.)

In the presence of:

- 1.
- 2.

Schedule 1 – Contract Details

<b>Item number</b>	<b>Description</b>	<b>Clause Reference</b>	<b>Details</b>
1.	Client details	1.1	National Institute of Urban Affairs (NIUA) Core 4B, India Habitat Centre Lodi Road, New Delhi 110003
2.	Agency details	1.1	<Insert name of Agency>[Insert Street Address]
3.	Client Representative	1.1	NIUA
4.	Agency Representative	1.1	<Insert position and/or name of Agency's representative>
5.	Business Hours	1.1	not applicable
6.	Commencement Date	1.1 and 3.1	[insert date Contract is to commence eg,dd/mm/yy]
7.	Initial Contract Period	1.1 and 3.1	12 months
8.	Extended Period	3.2	not applicable
9.	Extension Notice Period	3.2	not applicable
10.	Nominated Agency	1.1 and 4	not applicable
11.	Relevant Industry Standards	6.1	not applicable
12.	Subcontractors	6.5	not applicable
13.	Language of Documentation		English
14.	Period for notification	11.2	30 days

<b>Item number</b>	<b>Description</b>	<b>Clause Reference</b>	<b>Details</b>
15.	Specified Personnel	12	<i>[insert names and positions of Specified Personnel. Otherwise insert 'not applicable']</i>
16.	Intellectual Property Rights – Ownership of Contract Material	13	clause 13.3 Client Ownership of and license to Intellectual Property Rights in Contract Material
17.	Intellectual Property Rights – licenses	13	clause 13.3 Period of Client's license is: for the Initial Contract Period and extended period
18.	Client Material	1.1, ii and ii	not applicable
19.	Intellectual Property Rights – licenses		not applicable
20.	Moral Rights – Specified Acts		not applicable
21.	Additional insurance		not applicable
22.	Insurance quantum		not applicable
23.	Security		not applicable
24.	Costs of security clearances		not applicable
25.	Unforeseen events termination period		not applicable

Item number	Description	Clause Reference	Details
26.	Address for Notices	29	<b>Client:</b> NIUA <b>Agency:</b> [insert name and/or position of person to receive notices] [insert postal address] [insert physical address] [insert facsimile number]
27.	Jurisdiction	27.3	New Delhi



## 1. GENERAL

- i. The Ministry of Housing and Urban Affairs (MoHUA), Government of India (GOI), along with state and local governments, is implementing several flagship urban missions for improving various aspects of urban development in Indian cities.
- ii. These schemes include Deen Dayal Antyodaya Yojana National Urban Livelihood Mission (DAY-NULM), Swachh Bharat Mission-Urban (SBM-U), Atal Mission for Rejuvenation and Urban Transformation (AMRUT), Pradhan Mantri Awas Yojana Urban (PMAY-U), Smart Cities Mission (SCM), Schemes/Projects for Urban Transport, and the Heritage City Development and Augmentation Yojana (HRIDAY).
- iii. Given the wide range of projects and policies being implemented under various missions, it was imperative to create an assessment tool that provides cities with an understanding of how they perform across different sectors of development. The data-driven learnings from such evaluations can be utilised as a reference point to improve urban planning, governance outcomes and attract investments, in compliance with the people's needs.
- iv. With this intent, the Smart Cities Mission launched the Ease of Living Index (EoLI) to measure the quality of life, sustainability and economic ability outcomes of cities – including a citizen perception survey to gauge satisfaction among residents on these outcomes. The Mission has successfully completed two rounds of EoLI, in 2019 and 2020, ranking 111 cities. Further, EoLI indicators are strongly linked to Sustainable Development Goals (SDGs) and this exercise will help the country to track and achieve SDGs.
- v. While measuring infrastructure and services outcomes is important, it is also necessary to evaluate the functioning of urban local bodies (ULBs) that are responsible for their delivery. Thus, SCM also launched the Municipal Performance Index (MPI) to benchmark ULBs based on five key verticals of Services, Finance, Planning, Technology, and Governance. This is intended to motivate state and local governments to continuously improve the capacities of ULBs. The Mission has successfully completed MPI in 2020, ranking 114 cities.
- vi. The Ministry, through the National Institute of Urban Affairs (NIUA) is conducting the third round of Ease of Living Index and Municipal Performance Index for a total of 250 cities.
  - a. *The Ease of Living Index, 2021* aims to assess the Ease of Living of citizens across three pillars: Quality of Life, Economic Ability and Sustainability which are further divided into 14 categories across 50 indicators. Citizen Perception Survey is conceptualized to be an integral component of the Ease of Living Index.
  - b. *The Municipal Performance Index, 2021* aims to examine the sectoral performance of municipalities across a set of 5 verticals namely Service,

Finance, Planning, Technology and Governance. These 5 verticals have been further divided into 20 sectors which will be evaluated across 100 indicators.

- vii. A total of 250 cities/ULBs, across metropolitan cities, large, medium and small towns will be covered under both the frameworks.

S.No s.	Classification	Population range	No of cities included in EoLI & MPI
1	Small Towns	Less than 50,000 population	9
2	Medium Towns	Population $\geq$ 50,000 < 5 lakh	143
3	Large Towns	Population $\geq$ 5 lakh < 1 million	43
4	Metropolitan Cities	Population $\geq$ 1 million	55
	<b>Total</b>		<b>250</b>

**1.1** The Authority seeks the services of qualified firms for carrying out assessment for 250 cities on ease of living and municipal performance index. The assessment shall also include validation of data submitted, citizen survey, scoring and ranking of the cities. The Terms of Reference (the “**TOR**”) for this assignment are specified below.

**1.2** The Agency shall be guided in its assignment by the EOL and MPI framework developed by Ministry of Housing and Urban Affairs, published and available on MoHUA/ Smart Cities Mission website. ([smartnet.niua.org](http://smartnet.niua.org))

## 2. OBJECTIVES

- i. The first objective of this Assignment is to undertake assessment of EOL and MPI in 250 cities (For 214 Cities 248 data points to be collected and for 36 cities, 432 data points are to be collected)
- ii. Compile reliable and high-quality data for all cities included in the study, as required by the NIUA for the computation of Ease of Living and Municipal Performance Indices as prescribed in the ‘EOLI and MPI’ document;
- iii. Ensure the data is entered on MoHUA’s data portal for this exercise. Address any gaps on core indicators through collection of data, as required.

## 3. SCOPE OF SERVICES

**3.1.**The scope of services shall comprise:

- i. Provide handholding support to city governments during the entire process.
- ii. Conduct capacity building of nodal officers and teams with support from NIUA.
- iii. Collect, compile and undertake quality checks for data reliability, consistency and validity on all the datasets received from the city governments.
- iv. Undertake processing of all the raw datasets received and submit an integrated database of all the cities in a mutually agreed format.
- v. Suggest a methodology for and undertake a comprehensive Citizen Perception Survey in online and offline formats, in all the cities covered under the assignment.
- vi. Analyse the datasets to assess, score and rank the cities as per the methodology for Ease of Living and Municipal Performance Indices.

These services are briefly explained hereunder:

### **Initiation Activities**

- i. **Conduct a reconnaissance of all cities included in the project (as per Annexure A). This shall include:**
  - Initiation of discussion with officials from city, state government officials, parastatal agencies to kick-start the study. This will include discussions on
  - Appointment of nodal officers at state/city levels;
  - Sources, processes and methods of data collection;
  - Timelines for data collection;
  - Approach and protocols for secondary data validation, reconciliation; supporting documents and finalization of data.
- ii. **Prepare and submit to NIUA, an Inception Report (one report for all 250 cities together), including the following:**
  - Detailed plan of action including details of nodal official(s) at state/city levels; sources, processes and methods of data collection; approaches and protocols for secondary data validation, reconciliation, supporting documents and finalization of data from data owners or data custodians.
  - Proposed timelines for initiation and completion of data collection as finalized with NIUA and state/city governments; and
  - Final data collection formats and instruments and support required from NIUA during the project
- iii. Convey the finalized schedule and plan of action to cities allowing them to mobilize support for the activities. A minimum of 15 days of preparation period must be given to cities before data collection and surveys;
- iv. **Secondary Data Collection**

- Mobilize teams (with adequate and qualified manpower) for obtaining data required for EoLI and MPI;
  - Handhold cities and other data owners in collection and sharing of secondary data for the indices;
  - Guide and troubleshoot with cities and other data owners during the course of the study;
  - Conduct quality check and validation of data provided by cities with available sources and supporting documents
  - Conduct analysis of the raw data and prepare aggregate data sets for all standards for each of the cities adopting the methodology as prescribed in Assessment Frameworks
  - Data validation, reconciliation and finalization in consultation with data owners
- v. **Citizen Feedback**
- As outlined in the methodology document, citizen feedback is an integral component of the Ease of Living Index. Towards this, the Agency should collect citizen feedback from each city following a robust methodology; The previous year's methodology can be accessed at <https://eol.smartcities.gov.in/resources> Develop a robust and comprehensive innovative research design that efficiently collects data from citizens across demography, socio-economic classification and geographical area. Proposed methodology should support a statistically relevant sample as per nationally/internationally accepted standards for sampling size and distribution. The method for determining sample size and distribution should be as proposed in the bid during RFP stage and finalized in consultation with NIUA as part of the Inception Report;
  - Develop innovative systems for citizen to give feedback during the data collection phase, for both online (eg, chatbots/social media) and offline modes of collection to reach diverse groups, with or without digital access and varied literacy levels;
  - Maintain and submit all raw data and data collection forms to NIUA without any editing and/or masking (including particulars such as names of respondents, exact address and contact details, date and time of survey, and GPS coordinates in case of samples taken for pollution etc.);
  - Compile and analyse the data to be fed into the Ease of Living assessment
- vi. **Submit Draft City Assessment Report to NIUA, including the following:**
- Database of aggregate data in the format as mutually agreed in Inception Report;
  - All raw data and data sheets;
  - Sources of data, assumptions (if any), record of discussions with key stakeholders, minutes of city kick-off meeting and other relevant documentation.
- vii. **Submit Final City Assessment Report (one national report for EoLI and MPI for all 250 cities and separate reports for each city) to NIUA** after including any recommendations of NIUA and after suitably incorporating any valid feedback received from cities / states with the approval of NIUA;
- viii. **Develop and maintain a digital database of the citizen perception data collected for each city.** The format should be finalized in consultation with NIUA and enable examination of raw data as well as aggregated numbers on a year-on-year basis.

## Other support activities

- Provide all necessary support to NIUA or other reputed third-party agency(ies) appointed by NIUA for undertaking verification of the data submitted by the Agency;
- Set up a Technical Advisory Group (TAGs) constituting subject experts representing assessment categories that can provide timely inputs at inception, data collection, and analysis stage through TAG meetings scheduled during the course of project implementation;
- Provide any technical support as required by NIUA or its assigned team during the development of scoring sheets and city indices for the various standards;
- Conduct one national and six regional workshops with NIUA for
  - 250 cities for EoLI and MPI, with special focus on new participating cities;
  - Including 36 cities for collection of extra data points.

## Deliverables

The Agency shall deliver the following deliverables (the “Deliverables”) during the course of this Assignment. Five hard copies and two soft copies in hard drives of all the final reports, database, etc. shall be submitted to the Authority. For draft reports only two hard copies and one soft copy in hard drive shall be submitted to the Authority.

### **i. Inception Report**

On commencement of the Assignment, the Agency shall submit 1 (one) Integrated Inception Report for all 250 cities (including the 36 cities with additional data points) together. The Inception Report shall include Agency’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan. It shall be submitted by T+1 months.

### **ii. Other deliverables will include:**

Deliverables	Timelines
Draft Report <ul style="list-style-type: none"> <li>• Database of aggregate data in the format as mutually agreed.</li> <li>• Raw data and data sheets pertaining to Citizen Perception Survey</li> <li>• Sources of data, assumptions (if any), record of discussions with key stakeholders, minutes of city kickoff meeting and other</li> </ul>	T*+5 months

<p>Final Report on EoLI and MPI data analysis and rankings</p> <ul style="list-style-type: none"> <li>• Separate report for each city. <ul style="list-style-type: none"> <li>• The Reports should include all recommendations of NIUA. The Report should also incorporate any valid suggestions / feedback received from cities / states with the approval of NIUA.</li> </ul> </li> <li>• Data Repository for integrated data collection in 36 cities. The Agency will have to produce separate documentation for each city</li> </ul>	T*+ 6 months
--	--------------

#### Time and Payment Schedule

- i. The total duration for preparation of the Assessment Report and Schedules to the Agreement shall be 24 (twenty-four) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Report. The Agency shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required beyond the 24<sup>th</sup> (twenty fourth) week and until the end of 52 (fifty-two) weeks. The man-days required for the intermittent services shall be provided by the Agency as per the Agreement.
- ii. Time schedule for important Deliverables (the “Key Dates”) of the Assignment and the payment schedule linked to the specified Deliverables is given below:

S.No.	Phase	Billable fee (% of contract value)
1	Approval of Phase 1 -Submission of Inception Report by NIUA	20%
2	Approval of Phase 2- Data collection and Citizen Perception Survey completed by NIUA	30%
3	Approval of Phase 3- Submission of draft report by NIUA	20%
4	Approval of Phase 4- Submission of final report by NIUA	30%

Excludes the time taken by the Authority in providing its comments on the Draft Report. The Consultant shall get four weeks for submission of the Final Report after comments of the Authority are provided.

- iii. Mobilization Advance up to 10% (ten per cent) of the total Agreement Value may be given, if requested by the selected agency in writing within one month of the award of the project against a bank guarantee from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This

Bank guarantee shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Mobilization Advance shall attract 18% (eighteen per cent) simple interest per annum and shall be adjusted against the first four bills in four equal installments and additionally the accrued interest shall also be recovered from the fourth bill, i.e. towards the final report.

## Meetings

The Authority may review with the Agency, any or all of the documents and advice forming part of the Assignment, in meetings and conferences which will be held at the Authority's office. Further, the Agency may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Assignment, including travel costs and *per diem*, shall be reimbursed in accordance with the Financial Proposal contained in Form-2 of Appendix-II of the RFP.

Excludes the time taken by the Authority in providing its comments on the Draft Report. The Consultant shall get four weeks for submission of the Final Report after comments of the Authority are provided.

Mobilization Advance up to 10% (ten per cent) of the total Agreement Value may be given, if requested by the selected agency in writing within one month of the award of the project against a bank guarantee from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This Bank guarantee shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Mobilization Advance shall attract 18% (eighteen per cent) simple interest per annum and shall be adjusted against the first four bills in four equal installments and additionally the accrued interest shall also be recovered from the fourth bill, i.e. towards the final report.

Liquidated Damage: Time is the essence of the Agreement and the completion of deliverables within the given time frame are binding on the Agency. In the event of delay, for causes attributable to the Agency, in meeting the deliverables, NIUA shall be entitled at its option to recover from the Agency as agreed, liquidated damages, a sum of 0.5% of the contract value which suffered delay for each completed week or part thereof by which the deliverable has been delayed subject to a limit of 5% of the contract value.

## Schedule 4 – Designated Confidential Information

*Note: This Schedule should include each party's Confidential Information. The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the parties on a case-by-case basis about what is to be included in the Schedule.*

### 1. Confidential information of the Client (clause 1.1 and 20)

#### 1.1 Contract provisions / Schedules

<b>Item</b>	<b>Period of Confidentiality</b>
<i>[insert relevant items]</i>	

#### 1.2 Contract-related Material

<b>Item</b>	<b>Period of Confidentiality</b>
<i>[insert relevant items]</i>	

### 2. Confidential information of the Agency (clause 1.1 and 20)

#### 2.1 Contract provisions / Schedules

<b>Item</b>	<b>Period of Confidentiality</b>
<i>[insert relevant items]</i>	

#### 2.2 Contract-related Material

<b>Item</b>	<b>Period of Confidentiality</b>
<i>[insert relevant items]</i>	



## Schedule 5 – Client Requirements

---

*Note: Client to address particular requirements with which the Agency must comply, for example, Client specific legislative requirements (including in relation to secrecy and confidentiality), specific Client policies and/or procedures and specific Commonwealth government policies*

Schedule 6 – Change Order

---

*Note: If the proposed changes will vary the Specifications, or the Services, the following form must be completed*

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Contract continue unaffected.

1.	Change Order number	
2.	Raised by	
3.	Details of change (use attachments if required)	
4.	Implementation date of Change Order	
5.	Effect on Services	
6.	Plan for implementing the change	
7.	Effect on Service Charges	
8.	Effect on Performance Criteria	
9.	Effect on Documentation	
10.	Other relevant matters (e.g., transitional impacts)	

Client Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency Name

---

Position

---

Signature

---

Date

---

Schedule 7 – Confidentiality and privacy undertaking

---

*Note: Insert here the terms of the confidentiality and privacy undertaking (if any) which a party may be required, under clause 20, to arrange for its Advisers or other third parties to give*



### Purpose

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the relationship between NIUA and the Agency including the outputs from other Schedules to this Agreement; (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services; (iii) ensure the continued alignment of the interests of the Parties; (iv) ensure that the relationship is maintained at the correct level within each Party; (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

### Governance Structure

The Program Governance Structure to be put in place by NIUA will have the following units:

1. Steering Committee

The composition of each of the above units will be in line with the approach described in the RFP or as decided by NIUA

- i. Project Directors: The relationship under this Agreement will be operated by the Project Directors appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- ii. Before the signing of this agreement, the NIUA and the Agency shall each appoint a Project Director. In the event that either Party wishes to substitute its Project Director it will notify the other Party of such substitution as soon as reasonably practicable but at the latest within seven days of the substitution.
- iii. The Project Directors shall have responsibility for maintaining the interface and communication between the Parties.
- iv. Steering Committee: NIUA will appoint a Steering Committee before the signing of this agreement.
- v. The Steering Committee will meet formally on, at least, a monthly basis at a time and location to be agreed within the Committee. These meetings will cover, as a minimum, the following agenda items: (i) consideration of monthly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; (iv) matters to be brought before the Steering Committee in accordance with this agreement and the Schedules; (v) any matter brought

before the Steering Committee by the Agency under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

- vi. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this Agreement), the Parties agree to discuss in the Steering Committee meeting any appropriate amendment in the MSA or the SLA or Scope of work including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Process.

## 2. Governance Procedures

- i. The agenda for each meeting of the Steering Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Steering Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- ii. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- iii. The Parties shall ensure as far as reasonably practicable that the Steering Committee shall resolve the issues and resolve the objectives placed before them and that members representing each Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this