O-15012/28/26-R&N
Government of India
NITI Aayog
(Research Division)

Sansad Marg, New Delhi -110001
26th November, 2026

Subject: Request for Proposal (RFP) to undertake the Study on "Critical Analysis of Continuity of Missions under Government of India".

The National Institution for Transforming India (NITI Aayog), Government of India, invites proposals from eligible entities for undertaking the Study on **"Critical Analysis of Continuity of Missions under Government of India"**, in accordance with the terms and conditions stipulated in the Request for Proposal (RFP) document.

2. The proposed study has been divided into **five (05) thematic groups, each constituting a separate *Package/ group***, as detailed in the RFP document. The selection process shall follow a single-stage, two-cover bidding system, involving the simultaneous submission of separate Technical and Financial Proposals. Interested and eligible entities are requested to submit their proposals in accordance with the instructions, eligibility criteria, terms and conditions, and prescribed formats set out in the RFP.

3. The bids of each of package/ group shall be sent separately. Your proposal shall be sealed in an outer big envelope containing (i) Forwarding letter (ii) sealed technical proposal with the expression "**TECHNICAL PROPOSAL**" and (iii) sealed financial proposal with the expression "**FINANCIAL PROPOSAL**" separately in envelopes, with the expression **'DO NOT OPEN BEFORE the 17th December 2026** superscribed on top of the big envelope. **The title of the Package/ Group under this RFP should also be mentioned on the top of the big envelope.** This shall be sent by **registered post or by hand only** to reach address:

Sh. Sanchit Jindal, ASO (Research),

Room No. 435, NITI Aayog

Sansad Marg, New Delhi-110001

before 4:00 PM (IST) of the last date of bid submission i.e. 17th December 2026.

4. Interested entities may submit proposals for a maximum of **five (05) Packages/ Groups**. However, **a separate proposal (including separate technical and separate financial proposal) shall be submitted for each Package/ Group**, with all applicable forms, declarations and supporting documents duly completed and enclosed, in accordance with the prescribed formats and requirements of the RFP. Each package/ Group is construed as a separate study under Research Scheme of NITI Aayog (RSNA)

5. It **shall be ensured that no information or reference relating to the Financial Proposal or the quoted financial bid is disclosed in the forwarding letter, Technical Proposal or any**

other document forming part of the Technical Proposal. The Financial Proposal shall be submitted exclusively in the separately sealed envelope prescribed for this purpose.

6. Late tenders will not be considered. No responsibility shall be taken for postal delay or non-delivery/non-receipt by the Research Division. Bid sent by Fax, e-mail, etc. will not be considered and liable to be rejected.

7. Salient features of the study and instructions for submitting the proposals and other details are available in the RFP document (attached). You are requested to submit your response on or before the stipulated date & time as mentioned in the RFP document.

Dr. Banusri Velpandian
Sr. Specialist Law (Research)
NITI Aayog

Request for Proposal

To undertake a study on "Critical Analysis of Continuity of Missions under Government of India"

सत्यमेव जयते

NITI Aayog

RFP Fact & Date sheet

Note: The factsheet has been provided to assist the potential applicants, however, in case of discrepancy between the factsheet and the RFP, the conditions of RFP shall prevail.

S. No.	Description	Applicability	Detail
1	Date of issue of RFP	Applicable	26th November, 2026
2	Last date for receiving RFP-Proposal Due Date (the "PDD")	Applicable	21 Days from the date of issuance of this document **(i.e. 17th December 2026)**
3	The Date and Time for opening of Technical Proposal	Applicable	Will be intimated in due course.
4	The Date and Time for opening of Financial Proposal	Applicable	Will be intimated in due course.
5	Bid validity	Applicable	Minimum 90 days
6	Anticipated duration of the study	Applicable	3 Months
7	Maximum Bid Cost Ceiling as per Research Scheme of NITI Aayog	----	**No ceiling prescribed**

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Disclaimer

1. This RFP document is neither an agreement nor an offer by the NITI Aayog ("NITI") to the prospective Consultants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

2. NITI Aayog does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NITI Aayog to consider the particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. Each prospective Consultant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

3. NITI Aayog will not have any liability to any prospective Consultancy Company/ Firm/Consortium/Institution or any other person under any laws (including without limitation the law of Contract, tort), the principles of equity, restitution, or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NITI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NITI Aayog will also not be liable in any manner whether resulting from negligence or otherwise arising from reliance of any Consultant upon any statements contained in this RFP.

4. NITI Aayog will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NITI is bound to select a Consultant or to appoint the Successful Consultant, as the case may be, for the consultancy and NITI Aayog reserves the right to

accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NITI Aayog also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NITI reserves the right to change/ modify/ amend any or all provisions of this RFP document.

CHAPTER 1- Instructions To Consultants (ITC)

1. Background

1.1 India has launched several national Missions across key thematic areas to address specific developmental challenges and accelerate the achievement of its socio-economic objectives. These initiatives span a wide range of sectors/ packages/ groups, including:

i. **Package/ Group 1- Urban Development, Water, Sanitation and Environment**
ii. **Package/ Group 2- Agriculture, Allied Activities and Rural Development:**
iii. **Package/ Group 3- Digital Technology, Innovation, Education and Skills**
iv. **Package/ Group 4- Health, Biotechnology, AYUSH and Culture**
v. **Package/ Group 5- Energy, Strategic Resources, Science and Emerging Industries**

1.2. Collectively, 49 Missions, implemented by various Ministries/Departments, have been organised into five thematic packages/ groups for the purpose of undertaking a comprehensive assessment. Detailed list of missions to be studied is placed at **Annexure 1.**

1.3.Given their diverse objectives, implementation frameworks and institutional arrangements, the outcomes of these Missions are expected to vary. While some may have achieved significant and measurable outcomes, others may have encountered implementation challenges, inter-departmental coordination issues, institutional bottlenecks or limitations in achieving their intended objectives. This necessitates a systematic, Mission-wise critical assessment to determine their effectiveness, relevance and future course of action, including continuation, restructuring, consolidation or merger, wherever warranted.

1.4. A comprehensive evaluation of these Missions is important for the following reasons:

i. **Accountability and Evidence-Based Decision-Making:** Assessing performance against stated objectives and measurable outcomes will help establish accountability and facilitate informed policy decisions.
ii. **Identification of Implementation Gaps:** Identifying operational, institutional, financial and coordination-related bottlenecks will enable appropriate corrective measures, including redesigning implementation frameworks and addressing ground-level constraints.
iii. **Fiscal Efficiency and Optimal Resource Allocation:** Evaluating the utilisation of public funds and the outcomes achieved will help ensure that resources are directed towards initiatives delivering tangible developmental impact, while avoiding duplication and inefficient expenditure.
iv. **Rationalisation of Government Interventions:** The assessment will help identify overlapping mandates, duplication of efforts and opportunities for convergence, restructuring or merger of Missions to improve administrative efficiency and effectiveness.
v. **Strengthening Long-Term Developmental Impact:** A critical assessment will help ensure that these Missions remain aligned with India's evolving developmental priorities and contribute meaningfully to the vision of Viksit Bharat.

1.5. Accordingly, the proposed exercise aims to undertake a comprehensive and evidence-based evaluation of all 49 Missions across the five Groups and provide actionable recommendations on their continuation, restructuring, consolidation or merger, as appropriate.

About the Critical Analysis of Continuity of Missions under Government of India

The Government of India has launched several Missions across key thematic areas, including Urban Development, Water, Sanitation and Environment; Agriculture and Rural Development; Digital Technology and Innovation; Health and Biotechnology; and Energy, Strategic Resources and Emerging Industries, among others. These initiatives address specific developmental challenges and contribute to India's broader socio-economic objectives. Collectively, 49 Missions implemented by various Ministries/Departments have been organised into five thematic Groups for the purpose of undertaking a comprehensive assessment.

Given the diverse objectives, implementation frameworks and outcomes of these Missions, a critical assessment is required to evaluate their relevance, effectiveness, progress and overall developmental impact. While some Missions may have achieved their intended objectives, others may face implementation gaps, institutional bottlenecks, coordination challenges or overlapping mandates. The proposed exercise aims to undertake an evidence-based assessment to identify opportunities for course correction, optimise public expenditure, eliminate duplication and recommend the appropriate way forward, including continuation, restructuring, consolidation or merger of Missions, wherever warranted.

2. Terms of Reference

2.1. Terms of References (ToRs) of the Study:

The purpose of this research study is to undertake a critical, evidence-based analysis of the continuity of Missions under the Government of India, thereby supporting accountability, fiscal efficiency and informed decisions on whether each Mission should be continued, restructured, or merged.

The study will focus on the following key objectives:

i. Developing a profile of each Mission covering its sanctioning instrument, launch date, original tenure and subsequent extensions or modifications, objectives, intended outcomes, target beneficiaries, geographical coverage, implementing Ministries/agencies and exit or sunset provisions, where applicable.
ii. Assessing the financial performance and utilization of each Mission, including approved outlay, funding pattern, Centre - State sharing ratio, year-wise Budget Estimates, Revised Estimates and actual expenditure, fund releases, unspent balances, administrative and PMU expenditure and funding adequacy and sustainability.
iii. Assessing the performance of each Mission against its original and revised targets and the economic, social and strategic impact of the Mission, through independent validation of reported outcomes with secondary sources and developing measurable indicators where existing targets are not quantifiable. Where performance is inadequate, the underlying reasons will be identified.

iv. Evaluating the institutional structure, human resources and governance of each Mission, including the Mission Directorate, Committees and Programme Management Units (PMUs), adequacy of technical and domain expertise, coordination and decision-making processes and monitoring and review systems.

v. Mapping the overlaps of each Mission with other Missions, Central Schemes and ministerial programmes, classifying them as overlapping, complementary or distinct and identifying the appropriate mechanism of transfer (budget, personnel, assets etc.) and best practices applicable across Missions.

vi. Examining the continued relevance of each Mission, including whether its objectives have largely been achieved and whether it continues to address a national priority.

vii. Developing a decision framework with defined assessment criteria, weights and scoring methodology and categorizing each Mission for continuation in present form or otherwise, continuation with structural restructuring, or merger with, or transfer to, a named Mission, scheme or programme.

2.1.2. Criteria for Assessing Continuation

For each Mission, the following shall be assessed based on evidence:

i. **Performance:** Whether the Mission is achieving its intended objectives and outcomes; economic, social and strategic impact of the Mission; Where performance is inadequate, identify the underlying reasons

ii. **Continued relevance:** Whether the Mission's objectives have largely been achieved, such that there is limited justification for its continuation and whether the Mission continues to address a national priority

iii. **Overlap with other interventions:** Whether the Mission overlaps with another Mission, scheme, or government programme and whether its functions would be better integrated with another existing intervention/ program/ scheme

iv. **Institutional adequacy:** Whether the Mission requires changes to its institutional structure, governance arrangements, delegation of powers, staffing, or financial resources to achieve its objectives effectively

2.2. Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

i. Understanding of TOR (not more than two pages):

a. The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

ii. Methodology and Work Plan (not more than four pages):

a. The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR,

including approach, methodology, sampling, criteria etc. The Applicant will submit the following:

b. Methodology for carrying out this assignment, Outlining the approach toward achieving the Objectives laid down in the TOR
c. A brief write-up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal
d. Study methodology,
e. Measures to be adopted for ensuring the quality in the report.
f. Plan for ensuring data quality in the report
g. Activity-wise Gantt Chart (Weekly-basis)
h. The ways of translating findings from data analysis into recommendations

Note: Marks can be deducted for writing lengthy and out of context responses.

iii. It may be noted that the 49 missions implemented by various Ministries/Departments have been divided into five packages/groups. An applicant may apply for a minimum of one and a maximum of all five packages/groups, either individually or as part of a consortium with other organisations.
However, irrespective of whether the application is submitted individually or through a consortium, separate technical and financial proposals must be submitted for each package/group, along with the deployment of separate teams for each group. This is necessary to ensure timely completion of the assessment, as the entire study is required to be completed within a period of three months.

2.3. Scope of Work

2.3.1. Mission profile and Mandate

- Sanctioning instrument, launch date, original tenure and subsequent extensions or modifications, if any.
- Objectives, intended outcomes and target beneficiaries as originally approved
- Scope of the Mission, including geographical coverage and implementing Ministries/ agencies
- Intended relationship with existing schemes, programmes and institutions
- Exit strategy or sunset provisions, where applicable

(a) Assessment of financial performance and utilization

- Approved outlay, funding pattern, Centre - State sharing ratio and implementing agencies
- Budget Estimates, Revised Estimates, and actual expenditure, year-wise over the Mission tenure
- Central and State fund releases, utilization, timeliness, unspent balances, surrenders etc.
- Administrative, PMU and consultancy expenditure as a share of total outlay
- Funding adequacy; whether the Mission is over-funded, under-funded, or appropriately resourced including sustainability of Missions.

(b) Assessment of targets and independent validation of outcomes

- Targets as originally sanctioned and each subsequent revision with date and rationale
- Achievement as a percentage of both original and revised targets; measurable indicators to be developed where existing targets are not quantifiable, wherever possible
- Separate reporting of financial performance, physical progress, target-outcome achievement and sectoral impact
- Corroboration of reported achievement with other secondary sources to understand effectiveness of impact

(c) Assessment of institutional structure, human resource and governance

- Institutional structure, including the role, legal form and organizational design of Mission Directorate, Committees and Programme Management Units (PMUs)
- Human resources deployed at the Central, State and district levels, including existing Ministry personnel, newly sanctioned positions, external consultants and contractual staff, sanctioned and in-position strength, and tenure
- Adequacy of technical and domain expertise and assessment of human resource requirements relative to the Mission's scope
- Governance framework, including institutional roles, coordination and decision-making processes
- Mid-course institutional and governance changes, including changes to PMUs, staffing and implementation arrangements
- Monitoring and review systems, including the use of performance data for decision-making

(d) Comparative analysis and identification of overlaps

- Intervention - level mapping across Missions and against Central Schemes and ministerial programmes.
- Comparison on objective, target beneficiary, geographical coverage and instrument of intervention
- Classification as overlap, complementary or distinct
- In case of overlap, the appropriate mechanism of transfer, covering budget, personnel, assets etc.
- Identification of best practices and their applicability across Missions

(e) Determination of continuation or otherwise

- Decision framework with defined assessment criteria, weights and scoring methodology
- Based on the assessment, categorization of each Mission as:
  i. Continuation in present form or otherwise

ii. Continuation with structural restructuring
iii. Merger with, or transfer to, a named Mission, scheme or programme

2.3.2. The scope of work should also include:

i. Preparation of **Inception report**, inter-alia, includes the following:

a. Findings from the secondary research/ meta-analysis
b. Overview of Indian Economy, individual sectors & missions
c. Identifying and validating the metrics essential for evaluating individual mission performance.
d. Selecting and finalizing the tools/ parameters required for comprehensive evaluation.
e. Planning for completing the work within a maximum of 3 months.
f. Developing a plan for training and building capacity among team members.

ii. **Mid-term Report** and presentation with initial findings of the study along with the details of the following:

a. SWOT Analysis
b. Piloting of the tools
c. Research work & Initial analysis of the data collected from implementing ministries/ departments
d. Analysis of missions on the basis of its impact and recommendations for continuity/merger or termination based on evidence-based research.

iii. Draft Mission Profile, Report and presentation to the NITI Aayog

iv. Final Report (Ministry wise) and presentation including individual Mission profile.

v. Ministry/ Sector-wise Profile for the Mission.

3. Bidding process

3.1. Single stage Bid

This RFP is through a single stage two bid system- (simultaneous receipt of separate technical and financial bids) issued to undertake the Study on "**Critical Analysis of Continuity of Missions under Government of India**" as per the scope listed under the Terms of Reference.

3.2. Details of selection process

3.2.1. The Consultant (shall also mean Bidder) will be selected through the Quality and Cost Based (QCBS) selection method with 70% weightage to the technical proposal and 30% weightage to the financial proposal.

3.2.2. Quality and Cost-Based Selection (QCBS): In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score. The proposal obtaining the highest

total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be awarded the Contract. If two or more bids have the same highest score in the final ranking, the bid with a higher technical score will be H-1.

3.2.3. The Technical Proposals are given an absolute technical score (Ta out of max 100) based on the evaluation criteria in Section/Clause: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100 (Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:

St = 100 x Ta/ Ta-max,

in which "Ta-max" is the highest evaluated absolute Technical Score, "St" is the relative Technical score calculated, and "Ta" is the absolute Technical Score of the proposal under consideration. This normalisation would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.

3.2.4. The Financial Proposals are given a cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100(Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

Sf = 100 x Fm/ F,

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

3.2.5. The weights given to the Technical (T) and Financial (P) Proposals are specified in Clause 3.2.1

3.2.6. Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

S = (St x T + Sf x P)/100.

in which "S" is the combined QCBS score, T (the weight given to the Technical Proposal) in %, and P (the weight given to the Financial Proposal) in % (with T + P = 100%).

3.2.7. All scores shall be calculated up to two decimal places only.

3.2.8. If two or more bids have the same highest score in the final ranking, the bid with a higher technical score will be considered as H-1.

3.2.9. The minimum qualifying technical score is 70% to be eligible for Financial score

evaluation.

4. Technical Proposal

4.1. The technical proposal should be submitted in the Form 2A. While preparing the technical proposal (the "Technical Proposal"), Consultant is expected to take into account the various requirements and conditions stipulated in this RFP document. The technical proposal should contain a writeup explaining the bidders understanding of the requirements, the proposed methodology and the names of the Principal Investigator.

4.2. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

4.3. Technical Evaluation/ Scoring Criteria

4.3.1. To be eligible for evaluation of the proposal, the organisation shall fulfil the following:

(a) **Technical Capacity:** The Applicant must be a legal entity as per applicable laws (which would include, inter-alia, academic institutions/profit/non-profit organisation). The Applicant shall have, **over the past 5 (five) years preceding the Proposal Due Date (PDD), undertaken a minimum of 3 (three) Eligible Assignments**. The Applicant should not have been debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment.

(b) **Financial Capacity:** The Applicant shall have a minimum turnover of **Rs. 2 (two) crore per annum** during each of the 3 (three) financial years FY 2025-26, FY 2024-25 and FY 2023-24. For avoidance of doubt, turnover hereunder refers to the total revenue of the applicant.

(c) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in the subsequent paras

4.3.2. Eligible Assignment

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

(a) A research/evaluation study conducted for Union/ State Government, multilateral agencies, statutory/ regulatory authorities, public sector entities, etc. in India. The respondent must have the prior experience of evaluating the missions or schemes of state/ national/ international level.

(b) Provided that the Eligible Assignments have been completed within the 5 (five) financial years preceding the PDD (FY 2025-26, FY 2024-25, FY 2023-24, FY 2022-23 and FY 2021-22).

(c) For the avoidance of doubt, professional fees hereunder refer to the value of the contract/ work order/ agreement awarded to the Applicant for providing advisory or consultancy services by its client.

4.3.3. Condition of Minimum Eligibility of Team

The applicant shall deploy five dedicated teams, one for each of the five Packages/ groups, for undertaking the assessment of the Missions/Schemes covered under the respective Package/ Group. Each team shall meet the minimum eligibility requirements specified below in terms of qualifications, professional experience and relevant expertise. **The applicant shall provide details of the proposed team members separately for each Package/ Group.**

Sr.No.	Key Personnel	Minimum Educational Qualifications	Length of Minimum Professional Experience	Relevant Professional Experience
1	Team Leader (with atleast one position at the senior or mid-management level)	Master's Degree (or equivalent)	15 years	At least 8 years of experience in evaluation/ monitoring/ analysis of the missions/ schemes.
2	Deputy Team Leader (with atleast one position at the senior or mid-management level)	Master's Degree (or equivalent)	10 years	At least 5 years of experience in evaluation/ monitoring/ analysis of the missions/ schemes.
3	Senior Researcher	Master's Degree (or equivalent)	8 years	At least 5 years of experience in the domain of qualitative and quantitative research
4	Junior Researcher^	Master's Degree (or equivalent)	2 years	At least 1 year of experience in the domain of qualitative and quantitative research
5	Content Editor^^	Master's Degree in English, Mass Communication and Journalism (or equivalent)	5 years	

4.3.4. Criteria, sub-criteria, and point system for scoring the points for Technical Proposal

<table>
<tr><th>S.N.</th><th>Technical criteria</th><th>Maximum Marks</th><th>Criteria</th></tr>
<tr><td>1</td><td>Relevant Experience of the Applicant</td><td>30</td><td>(a) A maximum of 10 marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant. One mark for each eligible assignment
• Maximum 10 assignments completed (Max:10 marks)

(b) Average turnover of the Applicant for 3 years[1] (Max: 10 marks)
• 2 crore to 4 crores: 5 marks
• Above 4 crores: 10 marks
(c) Average value of eligible assignments[2] (Max: 10 Marks):
• 25 lakhs to 40 lakhs: 5 marks
• Above 40 lakhs: 10 marks</td></tr>
<tr><td>2</td><td>Experience of Proposed Key Personnel of the Applicant[3]</td><td>30</td><td rowspan="6">The marks shall be awarded based on the relevant experience in evaluating missions/ schemes undertaken by Government of India which are given below:

i. Team leader (Max: 12 marks)
a. 8 to 10 years: 10 marks
b. Above 10 years: 12 marks

ii. Deputy Team leader (Max: 8 marks)
a. 5 to 8 years: 5 marks
b. Above 8 years: 8 marks

iii.Senior Researcher (Max: 6 marks)
a. 5 to 8 years: 4 marks
b. Above 8 years: 6 marks</td></tr>
<tr><td>2.1</td><td>Team Leader</td><td>12</td></tr>
<tr><td>2.2</td><td>Deputy Team Leader</td><td>8</td></tr>
<tr><td>2.3</td><td>Senior Researcher</td><td>6</td></tr>
<tr><td>2.4</td><td>Junior Researcher</td><td>4</td></tr>
<tr><td>2.5</td><td>Content Editor</td><td>--</td></tr>
</table>

[1] As per the Conditions of Minimum Eligibility of Applicants given in ***point 4.3.1***
[2] As per the Conditions of Eligible Assignment given in ***point 4.3.2***

[3] As per the Conditions of Condition of Minimum Eligibility of Applicants given in ***point 4.3.3***

			iv.Junior Researcher (Max: 4 marks) a. 1 to 3 years: 3 mark b. Above 3 years: 4 marks **v. Content Editor will not be considered for scoring.**
3	Write-up and presentation explaining the bidder's understanding of the requirements and the proposed methodology	40	Evaluation will be based on the quality of submissions, as per the ***TORs (section 2 of this document)*** and the presentation made by the Applicants **(Max: 40 marks)**
	Proposed Methodology Evaluation will be based on the Samples – Design, Work Plan/ Execution Strategy, and use of statistical & survey design & tools.	Marks may be given by the Committee based on the Understanding of the Study requirements and Methodology proposed as provided in the bid proposal and presentation.	
	Grand Total **{Sr. No. (1+2+3)}**	**100**	

5. Financial Proposal

5.1. The financial proposal (the "Financial Proposal") should be submitted in the Form 2. The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Consultant/ Bidder shall adhere to the following requirements:

5.1.1. All the costs i.e. total cost associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for the Consultant's personnel proposed for this assignment and their administrative or other out-of-the pocket expenses etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

5.1.2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance, levies and other impositions applicable under the prevailing law on the Consultants and their staff.

5.1.3. The Financial Proposal shall be submitted in accordance with the forms and templates provided in RFP document.

5.1.4. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws.

5.2. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

5.3. The Consultant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Authority prior to Proposal Due Date (the "PDD") as given in the Data Sheet. **No Proposal shall be modified, substituted, or withdrawn by the Consultant on or after the PDD.** The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

5.4. Any alteration/modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by NITI Aayog, shall be disregarded.

5.5. The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

5.6. NITI Aayog reserves the right of seeking additional information including copies of the other project completion report or Audited annual statement of accounts while examining individual cases.

6. Bid validity

6.1. The Proposal shall be valid for a period of not less than **90 (Ninety) days** from the PDD.

7. **Earnest Money Deposit (EMD)/ Bid security or Bid Securing Declaration (BSD)-** The Bidders shall submit the Bid Securing Declaration as integral part of the format at Form 4

8. **RFP Processing Fee**: There is **no processing fee** for this RFP.

9. **Number of Proposals:** No Consultant or its Associate shall submit more than one Application for the Consultancy of the same package/ group. Multiple Applications for the same Package/ group, whether submitted independently or through different consortiums, shall not be permitted.

10. Right to reject any or all Proposals:

10.1. Notwithstanding anything contained in this RFP, NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals or any of its components thereof, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

10.2. Without prejudice to the generality of above, NITI Aayog reserves the right to reject any Proposal if:

10.2.1. at any time, a material misrepresentation is made or discovered, or

10.2.2. the Consultant does not provide, within the time specified by NITI Aayog, the supplemental information sought by NITI Aayog for evaluation of the Proposal.

10.2.3. Such misrepresentation/improper response by the Consultant may lead to the disqualification of the Consultant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Consultant gets disqualified/ rejected, then NITI Aayog reserves the right to consider the next best Consultant, or take any other measure as may be deemed fit in the sole discretion of NITI Aayog, including annulment of the Selection Process.

11. Deadline for submission

11.1. The last date of submission of proposal, Proposal Due Date /PDD is: 17.12.2026 before 04.00 PM (IST)

11.2. The address for submission of proposal is Sh. Sanchit Jindal, Research Division, Room No 435, NITI Aayog, New Delhi

12. **Pre-Bid Meeting:** No Applicable

13. Clarification and Amendment of RFP Document

13.1. At any time before the submission of Proposals, NITI Aayog may, for any reason including pre-bid meeting feedback, modify the RFP document by an amendment. All amendments/ corrigenda will be posted only on NITI Aayog's Official Website.

13.2. In order to afford the Consultants a reasonable time for taking an amendment into account, or

for any other reason, NITI Aayog may at its discretion extend the Proposal Due Date.

14. Award of Contract

After selection, a Letter of Award (the LOA) will be issued, in duplicate, by NITI Aayog to the Successful Consultant/ Bidder and the Successful Consultant shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

15. Signing of Contract

15.1. The Contract (as per **Form 5)** will be executed within 1 week after the receipt of the acknowledged copy of the LoA from the successful bidder/Consultant.

15.2. The successful Consultant shall return the original copy of the Contract, duly signed, and dated, within 7 (seven) days from the date of receipt of the Contract, to the NITI Aayog by hand or registered/ speed post or by a suitable digital means.

16. **Commencement of Assignment**: The Successful Consultant/ Bidder is expected to commence the Assignment on the date of Commencement of Services as prescribed in the LoA and/or the Contract. If the Successful Consultant fails to either sign the LoA/Contract or commence the assignment as specified herein, NITI Aayog may invite the second ranked Consultant for Contract signing.

CHAPTER 2-CONTRACT CONDITIONS

A. SPECIFIC CONDITIONS OF THE CONTRACT (SCC)

1. All the communications including intimation regarding 1st Draft/ final draft/ Project Completion Report of research study/white paper/research work etc. will be submitted to Dr. Banusri Velpandian, Research Division, NITI Aayog, Room No 435, Sansad Marg, New Delhi by the PI or Head of the organisation/individual.

2. Copyright: NITI Aayog would have the Intellectual Property Rights (IPR) for all the research studies/ white papers/research work outsourced. Prior permission of NITI Aayog would be necessary before such studies/white paper/research work could be publicized by the organisations/ bodies/individuals concerned. The soft copy of this study shall be put up in the official website of NITI Aayog for wider circulation. The NITI Aayog may grant permission for publication in any form (Book/Journal/Newspaper) generally after 6 months of submission of the Project Completion Report of the assigned study/white paper/research work. Request for any financial assistance for bringing out such publication under the RSNA will not be entertained.

3. Adherence to Timelines in case of research study: The assignment should be completed within the time line stipulated in the Letter of Approval (LoA) and in the Contract. Unless extension is approved by NITI Aayog in writing, the delay in submission of the project completion report beyond the stipulated time will attract penalty as per the penal provisions of the bond executed by the consultant. This penalty shall be calculated on the released funds and would be deducted from the last/remaining installment(s).

4. In case of any breach of the terms and conditions, the consultant organization/individual shall have to refund the released amount with penal interest @ 11.5% compounded annually.

5. NITI Aayog, in case of research study, if desired, may carry out site visit for review of field survey/work being carried out by the consulting organisation for the study. Officials from Research Division and/ or SV/Ds or any other persons may be deputed to make field visit(s) for monitoring and verifying the genuineness of the study or respondents.

6. Foreign travel is not allowed under this scheme unless this is considered necessary in terms of objectives of the study and the same is duly approved in writing by NITI Aayog.

7. The persons employed in the research study project will be treated as the employees of the consultant organization only. The conditions of their service will be governed in accordance with the rules and order of that consultant organisation as applicable to such personnel.

8. The Consultant organisation or PI/Co-PI of the project/individual expert will not accept any financial assistance from any other source(s) for the same project assigned under the scheme.

9. In case of research study, the organisation shall provide permanent infrastructure facilities, viz., accommodation, furniture, research facilities, library, laboratory, equipment, secretarial & managerial staff and material required for the project for which a budget provision may be made by the Organisation under “Overheads”.

10. The Research Study, funded under the RSNA, should generally have a single PI, whose credentials will be as per the requirements of the study. There may also be one or two Co-Principal Investigators (Co-PI), who will support the PI. The names of the PI and the Co-PIs will also constitute Key-personnel and will be specified in the Letter of Approval (LoA).

11. The Consultant Organisation or the PI or his associates or individual expert or sub-consultants shall not share the data collected for the assigned research study/white paper/research work with any other person/organisation without the prior approval of the NITI Aayog. The research study shall not be used by the PI or his associates or anybody else for the preparation of any doctoral thesis/ dissertation or for other degrees/diplomas or publication(s) without the prior approval of the NITI Aayog.

12. In case of research study, the Consultant shall make suitable arrangements for the safe custody of raw data and other documents related to the study for a period of one year after completion of the research study. The NITI Aayog may ask for perusal/review of raw or processed data at any time.

13. During the course of the study/white paper/research work, there might be some changes in the scope of the study depending upon circumstances on mutual agreements only. The same may have to be carried out by the Organisation/individual expert without any additional compensation.

14. No capital expenditure will be incurred from the assistance provided for the project.

15. Plagiarism: The consultant organisation may certify while submitting the study report that the content of the report is original and has not been plagiarized. The concerned Subject Matter Division / Vertical may also check for plagiarism at the draft stage of the report.

16. Deliverables & Payment Schedule:

The Terms of Reference (TOR) envisages the assignment to be undertaken in a time bound manner i.e**. in 3 months. Time** schedule for important Deliverables to be submitted to NITI Aayog and the payment schedule linked to the specified deliverables is given below:

Sr. No.	**Deliverables**	**Anticipated timelines**	**Amount to be paid**
1	Starting date of the study.	From the date of release of 1st instalment.	40% of contract value to a State or Central Government agency or a Public Sector Undertaking; and 30% to private firm/ entities

2	Submission of final report (draft)	By the end of the total duration of the study i.e 3 months.	30%
3	Submission of final report of the study	Within 01 month of communication of the comments of NITI Aayog or administrative Ministry if any, on the draft report.	30% or 40%

B. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the Contract:

1) The headings of these conditions shall not affect the interpretation or construction thereof.
2) Words in the singular include the plural and vice-versa.
3) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
4) Terms and expressions not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
5) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

1.2. Definitions

In the Contract, unless the context otherwise requires:

1) "Affiliates" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor or assigns of the principal Consultant Party shall be considered allied firms or Affiliates;
2) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
3) "Contract" (including the terms 'Consultancy Contract' or 'Contract for Services', Contract Contractor 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal to the extend accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between NITI and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
4) "Consultant" means any person or firm or companyor Institutte or a legal entity, including any member of a consortium or joint venture, every artificial juridical person, including any agency branch or office controlled by such person, participating in the bidding Process;
5) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
6) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract;
7) "Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;
8) "Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);

9) "Joint Venture (JV or JV/C)" means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to NITI for the performance of the Contract.;
10) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal;
11) "Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Consultant or its Sub-consultants to perform the Services or any part thereof under the Contract;
12) "Parties": The parties to the Contract are the "Consultant" and "NITI as the Procuring Entity";
13) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee or a written Bond to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the Contract;
14) Contract "Proposal" (including the term 'bid', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting/requesting such offers;
15) "Services" means the activities to be performed by the Consultant under this RFP and as described therein the governing Contract;

1.3. Document Conventions

All words and phrases defined in above-clause 1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

1.4. Abbreviations:

Abbreviation	Definition
BSD	Bid Securing Declaration
CV	Curriculum Vitae
EMD	Monetary guarantee to be furnished by a Consultant along with its proposal
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Bid Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
ITC	Instructions To Consultants
JV/C	Joint Venture/ Consortium
LCS	Least Cost Selection
LoA	Letter of Award (Acceptance)
QCBS	Quality and Cost-Based Selection

RFP	Request for Proposal
RFPL	Request for Proposal Letter
SCC	Special Conditions of Contract
SMD/V	Subject Matter Division/Vertical
TOR	Terms of Reference

2. The Contract

2.1. Language of Contract:
The Contract and all subsequent correspondence documents and descriptive Schedules, during its execution, between the consultant and NITI shall be written in the Language (hereinafter called the Contract's language) as stipulated in the Contract (or, if not so specified, in English). Contract

2.2. The Entire Agreement:
This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between NITI and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract.

2.3. Severability
If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

2.4. Relationship between Parties

2.4.1. Contract Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between NITI and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2.4.2. Authority of Member in Charge: In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the Contract to act on their behalf in exercising all the Consultant's rights and obligations towards NITI under this Contract, including without limitation the receiving of instructions and payments from NITI.

2.4.3. Authorised Representative: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by NITI or the Consultant may be taken or executed by the officials specified in the Contract.

2.4.4. Good Faith: The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to NITI and shall at all times support and safeguard NITI's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

2.5.1. Valid and authorized Amendments issued to the Contract.

2.5.2. The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and Schedules therein;

2.5.3. Contract the RFP

2.5.4. the Consultant's Proposal;

2.5.5. any other document listed in the Contract as forming part of this Contract.

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1. Modifications/ Amendments of Contract

a. After the Contract documents have been signed, no modified provisions shall be applicable unless NITI suo-moto or, on request from the Consultant, by written order, amend the Contract,

b. If the Consultant does not agree to the suo-moto modifications/ amendments made by NITI, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.

2.6.2. Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

a. Any waiver of NITI's rights, powers, or remedies under this Contract must be in writing, dated, and signed by competent authority of NITI granting such a waiver and must specify the terms under which the waiver is being granted.

b. No relaxation, forbearance, delay, or indulgence by NITI in enforcing any of the terms and conditions of this Contract or granting of an extension of time, in any way whatsoever, prejudice, affect, or restrict the rights of NITI under this Contract, neither shall any waiver by NITI of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

3.1.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

3.1.2. Irrespective of the place of delivery, the place of performance or the place of payments under the Contract, the Contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the Contract Agreement, in the absence of LoA) has been issued. Therefore, courts of Delhi shall alone have jurisdiction to decide any dispute arising out or in respect of the Contract.

4. Communications

4.1. All communications under the Contract for all purposes of the Contract, including arbitration shall be served by the parties to each other in writing, in the Contract's language, and served in a manner customary and acceptable in business and commercial transactions.

4.2. The effective date of such above stated communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

5. Consultant's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Consultant must proactively keep NITI informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the Contract.

5.2. Contract Obligation to Maintain Eligibility and Qualifications:

The Contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process as. The Consultant is Contractually bound to maintain compliance with all such criteria during the execution of the Contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the Contract should be pro-actively brought to the notice of NITI within 7 days of it coming to the Consultant's knowledge.

5.3. Restriction on Potential Conflict of Interests

a. Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly: during this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them
b. The Contract Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any such additional payment.
c. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of NITI, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

5.4. Consequences of breach by Constituents of a Consultant:

Should the Consultant or any of its partners, its Sub-consultants, any of its members in case of JV/C, or their Personnel commit a default or breach of Contract of the conditions that shall be final and binding on the Consultant, NITI shall be entitled, and it shall be lawful on NITI's part,

to treat it as a breach of Contract and avail any or all remedies thereunder.

5.5. Assignment and Sub-Contracting:

a. the Consultant shall not, save with the previous consent in writing of NITI, sublet, transfer, or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.
b. If the Consultant sublets or assigns this Contract or any part thereof without such permission, NITI shall be entitled, and it shall be lawful on his part, to treat it as a breach of Contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify NITI

A. For breach of IPR Rights

The Consultant shall indemnify and hold harmless, free of costs, NITI and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the Contract arising out of or in connection with it.

B. For Losses and Damages Caused by Consultant

1) the Consultant shall indemnify and keep harmless NITI, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against NITI because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:
    a) the Services themselves or
    b) any other property of NITI or
    c) the lives, persons, or property of others
2) In case NITI is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which NITI may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
3) NITI shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the

property of NITI and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without NITI's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NITI, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

5.7.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of NITI to the Consultant in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract, are confidential and shall remain the property of NITI and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by NITI, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this Contract.

5.7.3 Secrecy

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the Contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the Contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.8. Performance Bond/ Security or Performance Bank Guarantee

Within twenty-one days (or any other period mentioned in RFP Document or Contract) after the issue of the Letter of Award (LoA or the Contract, if LoA is skipped) by NITI, the Consultant shall furnish to NITI performance security, by way of the BOND as prescribed format at Form 6 or 'Performance Bank Guarantee' or other specified financial instruments in the form as may be prescribed for securing the due performance of the Contract.

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required.

5.10. Insurances

The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by NITI, insurance against the risks, and for the coverage, as stipulated in the Contract or any applicable law including Labour Codes; and at NITI's request, shall provide evidence to NITI showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.

5.11. Accounting, Inspection and Auditing

The Consultant shall keep and make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect of the Services and in such form and

detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

5.12. Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and team member comply with the Applicable Law.

5.13. Payment Obligation

Considering the Services performed by the Consultant under this Contract, NITI shall pay the Consultant for the deliverables specified and in such manner as is provided in the Contract.

6. Additional conditions

6.1. Restrictions on the Use of Information

1) Without NITI's prior written consent, the Consultant shall not use Confidential Information mentioned except for performing this Contract.
2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of NITI, divulge to any person other than the person(s) employed by the Consultant in the performance of the Contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this Contract.
3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from NITI to the extent required for performing the Contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.
4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:
    a) the Consultant needs to share with the institution(s) participating in the financing of the Contract;
    b) now or hereafter is or enters the public domain through no fault of Consultant;
    c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from NITI; or
    d) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.
5) The provisions of this clause shall survive completion or termination for whatever reason of the Contract.

6.2 Protection and Security of Personal Data

1) Where the Consultant is processing Personal Data for NITI (as part of Services), the Consultant shall:
    a) Process the Personal Data only as per instructions from NITI (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise;
    b) Comply with all applicable laws;
    c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;
    d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might

result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;
g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of NITI.
h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by NITI.
j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of NITI or compliance with a legal obligation imposed upon NITI;

2) The provision of this clause shall apply during the Contract period and indefinitely after its expiry.

6.3. Removal of Key and Non-key Experts or Sub-consultants: The Consultant shall employ and provide qualified and experienced Key and Non-key Experts and/or Sub-consultants as required to carry out the Services in accordance to the approved Works plan as updated

1) Substitution of Key Experts:
   a) Unless NITI may otherwise agree in writing, no changes shall be made in the Key Experts.
   b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
2) The Consultant shall, at NITI's written request, provide a replacement, if NITI finds that any of the Experts or Sub-consultant:
   a) commits severe misconduct or has been charged with having committed a criminal act
   b) persists in any misconduct or lack of care;
   c) is found to be negligent, incompetent or incapable of discharging assigned duties;
   d) fails to comply with any provision of the Contract;
   e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;
3) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from NITI to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert or sub-consultant from carrying out the Services.
4) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and be acceptable to NITI. The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.
5) Additional Key Experts: If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to NITI for review and approval a copy of their Curricula Vitae (CVs). The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

6) In case of research study by an Institute, if the PI associated with the project leaves the Institution/ Organisation at any stage after the commencement of the research study, the project may be continued by either appointing (i) a new PI by the institute, or (ii) an eligible Co-PI who could be considered as the PI, subject to recommendation of the Head of the Institutte and the approval of the NITI Aayog. Such request should be sent well in advance preferably within 15 days after the leaving of the original PI. The same would apply in case change is to be made with respect to Co-PIs.

7. Delivery of Services and delays

7.1 Works plan

Before the commencement of the Services, the Consultant shall submit a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Works plan as updated.

7.2 Commencement of Services

a. Effective Date of Contract: Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the Contract,

b. Termination of Contract for Failure to Become Effective: If this Contract has not become effective (as per sub-clause a) above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

7.3 Delivery of Services:

1) The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.
2) The time for delivery of Services shall be deemed to be the essence of the Contract. Subject to any requirement in the Contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the Contract as per the Delivery and Completion Schedule, 'Terms of Reference' and the Works Plan
3) If at any time during the currency of the Contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform NITI in writing about the same and its likely duration.

4) He may request to NITI for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. NITI may agree to extend the completion schedule, by issuing an amendment to the Contract.

5) No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

6) Inordinate Delays: Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the Contract at the option of NITI.

7) Extension of Time for Concurrent Delay Due to Both Parties: If NITI determines that two or more events responsible for delay overlap each other, the proportion for extension of shall be determined by plotting each contributing concurrent delay on the critical path with no additional cost as far as possible.

7.4 Force Majeure

1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the Contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by NITI in writing, the Consultant shall continue to perform its obligations under the Contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the Contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

2) Apart from the remedial provisions contained above, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the Contract, if it is the result of an event of Force Majeure.

8. Prices and Payments

8.1 Prices

8.1.1 Contract Price

1) The Contract price/cost is outlined in the Contract and the total payments under this Contract shall not exceed this Contract price.
2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services and have amended the Terms in writing.
3) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the net price after variations if any.
4) Base Month: Unless otherwise stipulated in the Contract, the 'Base Month' for the 'Price Variation' shall be taken as the month before the month of the last date of Proposal submission. Unless the Contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the variated price shall be the month before the month in which delivery has been made. The Price Variation shall be based on the relevant Indices in the Base Month and Month of reckoning.

8.2 Taxes and Duties

1) The Consultant's personnel and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.

2) If applicable under relevant tax laws and rules, NITI shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
3) Payment of GST Tax under the Contract:
   a) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only.
   b) Provision w.r.t. E-Invoicing requirement as per GST laws: Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Procuring Entity shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.
   c) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to Procuring Entity for any reason attributable to the Consultant, then Procuring Entity shall not be liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this Contract or under any other Contract.
   d) While claiming reimbursement of duties, taxes etc. (like GST) from NITI, as and if permitted under the Contract, the Consultant shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Consultant) shall refund to NITI, NITI's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to NITI immediately after receiving the same from the concerned authorities.
   e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the Contract, shall be submitted to NITI in compliance with GST provisions.
   f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the Contract subject to the following conditions:
      i) NITI shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the Contract due to the Consultant's fault. Wherever the Consultant invoices the Goods at GST rate or HSN number, which is different from that incorporated in the Contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the Contract or billed.
      ii) However, NITI shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.
      iii) The consultant is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the Contract.
      iv) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the Contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

g) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
h) Liquidated damages or any other recoveries if applicable, should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

4) Statutory Variation Clause: Unless otherwise stated in the Contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (excepting extension under GCC) shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to NITI during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

8.3 Terms and Mode of Payment

1) The payments shall be made as per NITI's payment procedures. All payments under this Contract shall be made to the Consultant's accounts specified in the Contract.
2) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Bids, payment to foreign Consultants shall be made in the currency/ currencies authorized in the Contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
3) The Consultant shall send its claim for payment in writing as per GST-compliant Invoice, prefereably e-bill and printed claim of charges, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
4) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the Contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.
5) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by NITI or Government against any claim of NITI or Government in respect of payment of a sum of money arising out of or under any other Contract made by the Consultant with NITI or Government. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
6) Final Payment: The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by NITI. The Services shall be deemed completed and finally accepted by NITI.
7) The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:
    a. necessary adjustment for any payments already made or retained
    b. any deduction which may be made under the Contract,
    c. A complete account of all claims the Consultant may have on NITI, and that such claims are correct,

8.4. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

8.5. Post Payment Audit: Notwithstanding the issue of the Completion Certificate and release of final Payment, NITI reserves the right to carry out within 180 days (unless otherwise stipulated in the Contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, NITI shall claim such amount from the

Consultant.

8.6. Suspension of Payments: NITI may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

8.7. Payment Against Time-Barred Claims: In accordance with the Limitation Act 1963, all claims against NITI shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. NITI is entitled to, and it shall be lawful to reject such claims.

8.8. Commissions and Fees: The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

9. Resolution of Disputes

9.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the Parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in GCC-Clause 9.2 below); arising out of or in connection with the Contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the Contract, that cannot be resolved amicably between them shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause and invoking amicable dispute resolution mechanism through mutual discussions and through the good offices of their competent authorities. Before any recourse to courts, the unresolved dispute shall be referred to Arbitration detailed subsequently.

9.2. Excepted Matters

Matters for which provision has been made in any Clause of the Contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of NITI, thereon, shall be final and binding on the Consultant. The 'excepted matters' shall stand expressly excluded from the purview of Arbitration. However, where NITI has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the Contract, excepted matters shall include but are not limited to:

a. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a

Third-Party Claim.

b. Issues related to the pre-award Procurement Process or conditions
c. Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the Contract by the Consultant.
d. Provisions incorporated in the Contract which are beyond the purview of NITI or are in pursuance of policies of Government, including policies etc:

9.3 Arbitration Agreement

9.3.1 Reference to Arbitration

Only such dispute or difference shall be referred to arbitration regarding which all the amicable efforts to resolve have failed and which do not fall under the' Excepted matters'. . Any Party to the Contract, after 60 days but within 120 days of 'Notice of Dispute" (clause 9.1 above) shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration

9.3.2 Appointment of Arbitrator

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination subject to Clause of reference 9.3.1 above, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Delhi International Arbitration Centre (DIAC), High Court annexed Institutional Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. Provided,

i. A Sole Arbitrator shall be appointed and the award made in pursuance thereof shall be binding on the parties.

ii. Emergency Arbitration provisions shall not apply.

iii. The Seat and venue of Arbitration shall be Delhi.

iv. The language of arbitration proceedings shall be English.

vi. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

vii. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under the Contract without prejudice to a final adjustment in accordance with such Award.

10 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to NITI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing

defective equipment, or to any obligation of the Consultant to indemnify NITI concerning IPR infringement.

11 Termination for Default/ Convenience of Procuring Entity or Frustration of Contract

11.1 Notice for Determination of Contract

1) NITI reserves the right to terminate the Contract, in whole or in part, for its (NITI's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the Contract. The notice shall specify that the termination is for NITI's convenience or the Contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the Contract is terminated, and the date from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by NITI, the Consultant shall continue to perform the Contract to the extent not terminated.
4) All Defect Liability obligations, if any, shall survive despite the termination.
5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by NITI as per the Contract terms. For the remaining Services and incidental goods/ works, NITI may decide:
   a) To get any portion of the balance completed and delivered at the Contract terms, conditions, and prices; and/ or
   b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost
   c) incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

11.2 Frustration of Contract

1) Notice of Frustration Event: Upon a supervening cause occurring after the Effective Date of the Contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, NITI shall issue a 'Notice for Determining the Contract' and terminate the Contract due to its frustration, as in the sub-clause above.
2) However, the following shall not be considered as such a supervening cause
   a) Lack of commercial feasibility or viability or profitability or availability of funds
   b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

11.3. In case of any wilful breach of the terms and conditions, the consultant organization/individual shall have to refund the released amount with penal interest @ 11.5% compounded annually.

12 Code of Integrity in Public Procurement; Misdemeanours and Penalties

12.1 Code of Integrity

Procuring authorities as well as Consultants, suppliers, Contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant Contracts:

1) **"Corrupt practice"** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the Contract;
3) **"Anti-competitive practice"** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of NITI, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a Contract;
5) "**Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to bid or execution process of Contract; or improper use of information obtained by the (prospective) Consultant from NITI with an intent to gain unfair advantage in the Procurement Process or for personal gain;
6) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding NITI's rights of an audit or access to information;

12.2 Obligations for Proactive Disclosures:

1) Procuring authorities, Consultants, suppliers, Contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the Contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

12.3 Misdemeanours

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant Contracts:

1) Commits any of the following misdemeanours:
    a) Violates the code of Integrity mentioned earlier;
    b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of Contract, or violations of Bid/ performance Security or Bond conditions.
2) Commits any of the following misdemeanours:
    a) Has been convicted of an offence:
        i. Under the Prevention of Corruption Act, 1988; or
        ii. The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement Contract.
    b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
    c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

12.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of NITI to other remedies as per the Bid-documents or the Contract, If NITI concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the bid or in executing a Contract, NITI shall be entitled, and it shall be lawful on its part to take appropriate measures, including the following:

12.4.1 if his Proposals are under consideration in any procurement:

a. calling off any pre-Contract negotiations and;
b. rejection and exclusion of Consultants from the Procurement Process

12.4.2 if a Contract has already been awarded:

a. Termination of Contract for Default and availing all remedies prescribed thereunder;
b. Encashment and/ or Forfeiture of any Contractual security or bond relating to the procurement;
c. Recovery of payments, including advance payments, if any, made by NITI along with interest @ 11.5% compounded annually

12.4.3 Remedies in addition to the above:

In addition to the above penalties, NITI shall be entitled, and it shall be lawful on its part, to:

a. File information against Consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
b. Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
c. Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
d. Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.

e. Debar, a consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all its affiliates. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
    i. A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC subclause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
    ii. Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 - above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

CHAPTER 3- FORMS

Form 1: Request for Proposal Letter (RFPL/ Covering Letter)

(To be submitted as part of Technical Proposal, along with supporting documents, if any)

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name_____

[Address and Contact Details]

Date…….

Location……..

To

_____
Room No. , NITI Aayog

Ref: Your RFP Document No. ----------; Bid Title: ----------

Sir/ Madam

We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately submitted Financial Proposal.

1. Our Eligibility and Qualifications to participate
    a. We confirm that we continue to comply with all the eligibility and submit the Declaration as stipulated in this RFP as Form 4.
    b. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

2. It is certified that no similar research proposal has been submitted for funding to any other Ministry/ Departments of central/state governments.

3. Our Proposal to deliver Services:

    We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form 3: Description of Approach, Methodology and Work Plan in responding to Terms of Reference';

    In case of the applicant being an Institute, it is certified that the Principal Investigator (PI) [name] shall continue with the organisation till the completion of the proposed study. In the

instance of the PI leaving the organisation without completing the study, the organisation undertakes to get the study completed by appointing a new PI, without any additional financial liability on the part of the NITI Aayog and within the stipulated time.

4. Prices:

   We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein (Form 2B) by us are:

   a. Based on the terms of delivery and delivery schedule confirmed by us; and
   b. Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
   c. Based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and
   d. have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

      i. those prices; or

      ii. the intention to submit an offer; or

      iii. the methods or factors used to calculate the prices offered.

   e. Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5. Affirmation of terms and conditions of the RFP Document:

   We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

6. Abiding by the Proposal's Validity

   We agree to keep our Proposal valid for acceptance for a period up to 90 days, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

7. Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies

   We confirm that we have not changed/ edited the contents of the downloaded RFP

Document. We realise that any change noticed at any stage, including after the Contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by NITI, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8. A Binding Contract:

   We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant Contract, even though some of these documents may not be included in the Contract Documents submitted by us. We do hereby undertake that until a formal Contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding Contract between us.

9. Penalties for misrepresentation:

   We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

10. Rights of NITI to Reject Proposal(s):

    We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

Yours sincerely,

(Sign)

NAME OF THE ENTITY

NAME OF THE AUTHORIZED PERSON

DESIGNATION

NATURE OF AUTHORISATION- BOARD RESOLUTION/LETTER OF AUTHORITY/ MOA/OM/POA
DATE

OFFICE SEAL/STAMP

Form 2
Technical and Financial formats

Form 2A:

Technical Proposal Submission Form

[Location] [Date]

To:

----------, NITI Aayog

Dear Sir/Madam,

Subject: RFP for_____.

We, the undersigned, offer to provide the services for "_____" in accordance with your Request for Proposal dated [date].

A. Contents of Technical Proposal

1. Name of the Topic
2. Objectives of the study
3. Brief literature review and underlying concepts/ theories on which the study is based
4. Selection of study area (if any)
5. Methodology (including sample design)
6. Statistical Design including Tools and Software required. This also includes (i) Reference period or base year of the proposed study, (ii) Selection of data (primary/ secondary), (iii) whether it's a sample survey, case study or other (please specify), (iv) type of hypothesis to be tested, (v) case studies to verify hypothesis (if any)
7. Relevance and need of the study (How does it help in contributions to policy process and knowledge transfer for NITI Aayog as a think tank of Govt. of India): a brief note in bullet points of 200 words
8. Chapterisation, contents and lay out of the proposed report

B. Profile of Key Personnel & their suitability for the assignment in the research study

This includes (i) educational qualifications, research experience and details of publication in the national and international journals, (ii) address, telephone number, email ID and any other relevant details (in a brief CV) of:

1. Principal Investigator (PI)
2. Co- Principal Investigator(s) (Co-PI)
3. Other Professionals and Supporting Staff for this research study

C. Experience of the organisation in conducting research projects/reports in the above

subject/ themes for Government Departments/ Reputed Institutes in the last 10 years

Study Title	Name of the organisation/ agency (specify whether Central Govt., State Govt., Multilateral organisations, others)	Month/ Year and duration of Study	Amount / Budget (₹ Lakh)	Publications in any Journals (Name & Address with impact factor)

D. Brief of the Organisation/ Institution

1. (a) Brief bio-data of the head of the institution with contact details (mobile no., email in one page only), (b) Research expertise and infrastructure facilities available for conducting research work in the proposed area(s),
2. Name and contact details of 2 key persons of the organisation other than the head, PI and Co- PI.
3. List of Branches of the Institution (if any) with address and telephone numbers and name and designation of the nodal person of each branch.

E. We are duly authorized to represent and act on behalf of all collaborating applicants, which shall include jointly and severally / JV/ consortium/ sub-contractors as applicable.

F. Our response is valid till _____(Minimum validity is of three months from the submission deadline)

Yours sincerely,

(Sign)

NAME OF THE ENTITY

NAME OF THE AUTHORIZED PERSON

DESIGNATION

NATURE OF AUTHORISATION- BOARD RESOLUTION/LETTER OF AUTHORITY/ MOA/OM/POA
DATE

OFFICE SEAL/STAMP

Form 2B

Financial Proposal Submission Form

[Location] [Date]

To:

----------, NITI Aayog

Dear Sir/Madam,

Subject: Appointment as a Consultant to undertake assignment titled, "--------"

We, the undersigned, offer to provide the services for ----------in accordance with your Request for Proposal dated [date]. Our attached Financial Proposal is as per the Annexure to Form 2B (attached) for undertaking the assignment as per the Terms of Reference of the RFP.

2. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

3. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely ―Prevention of Corruption Act 1988.

I. Consultancy Fee:

Sl No.	Persons	Duration	Amount (₹)
i)	Principal Investigator (PI) (only one)	Whole study period	
ii)	Co-Principal Investigator (Co-PI) (one or two)	Specify the period	
iii)	Research Staff:	Specify the period	
iv)	Field Staff:	Specify the period	
	Component wise break-up as applicable;		

II. Travel and DA:

(a) Domestic Traveling: There may be admissible for domestic travel only. No Internationaltravel is permitted unless prior approval is taken from NITI Aayog.

Sl No.	Persons	Amount (₹)

i)	Principal Investigator (PI)	
ii)	Co-Principal Investigator (Co-PI)	
iii)	For field /research staff:	

(b) DA as per the following

Sl No.	Persons	Duration	Amount (₹)
i)	Principal Investigator (PI)	No. of Days	
ii)	Co-Principal Investigator (Co-PI)	No. of Days	
Iii)	For field /research staff:	No. of Days	

III. Other Miscellaneous Expenses

Particulars	Amount (₹)
(a) Data Processing including computation & Computer Work	
(b) Stationery, printing and photocopying	
(c) Overheads/ Institutional Fee	
(d) Any other – (i) For **hiring services of technocrats /experts / testing laboratory etc.** if required, for a fixed duration on consolidated amount or (ii) **Holding Workshop/Debate discussion:** For expert advice and suggestions of the group of distinguished scholars /researchers, in case, of revamping and improving the quality of the study, that should specifically be justified in the proposal along with details of participating scholars/ researchers /luminaries from the field of the subject concerned.	

IV. Proposed Budget (i.e. I+II+III): ₹……..

V. Contingency (3% of the proposed Budget**):** ₹……

VI. GST/ Taxes (if any): ₹…….

Total Budget (including GST/ all taxes): ₹..... (in words)

4. We are duly authorized to represent and act on behalf of all collaborating applicants, which shall include jointly and severally / JV/ consortium/ sub-contractors as applicable.
5. Our response is valid till _____(Minimum validity is of three months from the submission deadline)

Yours sincerely,

(Sign)

NAME OF THE ENTITY

NAME OF THE AUTHORIZED PERSON

DESIGNATION

NATURE OF AUTHORISATION- BOARD RESOLUTION/LETTER OF AUTHORITY/ MOA/OM/POA
DATE

OFFICE SEAL/STAMP

Form 3: Writeup explaining the Bidder's understanding of the requirements and the proposed methodology responding to the Terms Of Reference (TOR)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. ----------

Title: **----------**

Consultant's Name_____

[Address and Contact Details]

a) Understanding of the Requirements

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs). Please do not repeat/copy the TORs here.}

b) Methodology

{Please explain the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

c) Proposed Work Plan and execution strategy

S. No.	Items	Duration (in days/ months)
1.	Date/ Days of Commencement of work after getting LoA of NITI Aayog	
2.	Preparatory work including Selection of Staff, Pilot Study (if any), and Schedule of Sample Drawing	
3.	Data Collection and analysis schedules	
4.	(i) Submission of 1st draft report	
	(ii) Submission of final draft report	
5.	Organising a Workshop or Power Point presentation (if required by nodal vertical) before submitting the project completion report in book bound form	
6.	project completion report to be submitted	
	Total Duration:	

Yours sincerely,

(Sign)

NAME OF THE ENTITY

NAME OF THE AUTHORIZED PERSON

DESIGNATION

NATURE OF AUTHORISATION- BOARD RESOLUTION/LETTER OF AUTHORITY/ MOA/OM/POA
DATE

OFFICE SEAL/STAMP

Form 4:

SELF-DECLARATION FORM (to be printed on the Consultant applicants' letter head)

---------- hereby declares to NITI Aayog that:

1. In the last three years, we, the lead applicant or any of our Associates / partners/ consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
2. We as Respondent(s) do not have any Conflict of Interest in accordance with the scope of the RFP in terms of projects or studies or assignments either ongoing or completed: having competing interests or constituting the same key personnel, during the preceding 3 (three) years as on the deadline of RFP submission.
3. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any bid or request for proposal or convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project.
4. In regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
5. We are solvent and **are not** having our management affairs administered by the Courts or IBC. We are in the position to continue being sustainable in connection to performance of the obligations for this Consultancy procurement action.
6. Bid Securing Declaration- It is hereby accepted that if this RFP is withdrawn or modified during the period of validity, or if once awarded the contract and we refuse/fail to sign the contract, or to submit a performance security/bond before the deadline defined in the RFP, I/we will be suspended for the period of time of one year from being eligible to submit Bids for contracts with the entity that invited the proposals or bids.
7. We shall abide by all the terms and conditions of the RFP Document, concerning or relating to the Selection Process including the award of Consultancy.

Yours sincerely,

(Sign)

NAME OF THE ENTITY

NAME OF THE AUTHORIZED PERSON

DESIGNATION

NATURE OF AUTHORISATION- BOARD RESOLUTION/LETTER OF AUTHORITY/ MOA/OM/POA

DATE

OFFICE SEAL/STAMP

Form 5: Contract Form

To

Consultant [Write Name]

[Complete address of the Consultant]

Subject: ----------

Ref: *1. This office's Letter of Award No…….. dated ……..*

2. *This office RFP Document No.* ----------
   Title: ---------- *dated……. And*
   subsequent Amendment No……., dated……. (If any). (Hereinafter referred to as 'the RFP Document')

3. Your Bid No……. dated…….. and subsequent communication(s)/ Revised Offer No……. dated …….. (If any), exchanged between you and this office in connection with this bid. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2) The following documents attached hereto shall be deemed to form an integral part of this Contract:

i. The RSNA Guidelines;
ii. The General Conditions of the Contract;
iii. The Special Conditions of the Contract;
iv. All Appendices/ Schedules having Key/material Information

(Signature, name and address of [NITI Aayog]'s authorized, official)

For and on behalf of the President of India

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant.)

Hereto accepted the terms and signed the present Contract-

For and on behalf of ……

(Name and address of the Consultant)

…….(Seal of the Consultant)

Form 6

BOND FORM

1. Know all persons by these present that we the …….

…… …… (Name of Samiti / Sansthan / Institution / An Association/ researcher) registered under the (Societies / Trust Registration Act (Specify the respective Act)/Companies Act/Affiliated to University) and having its office at in the State of through Shri / Smt./Ms. , duly authorized vide power of attorney / resolution/Order dated of the Samiti / Sansthan/ Institution / An Association/ Trust/University, (hereinafter called the "Obligator") and (I) Sh./Smt./Ms. ……. Son/Daughter of Sh Resident of ……, Aadhaar/Voter/ PAN/ ID card No …….. (Attested copy must be enclosed) (II) Sh. ……. Son/daughter of Sh.……Resident of……..Aadhaar/ Voter/ ID card No (Attested copy must be enclosed) (Hereinafter sureties) are held and firmly bound to the President of India here in after called the Government, in the sum of Rs…… (Rupees (in words only)) together with interest thereon at the rate of 11.50% compounded annually (which would be adjusted as per the Government of India notification issued from time to time) from the date of receipt of the said amount by the Obligator up to the date of refund thereon to the Government. The term, obligator or sureties, unless repugnant to the context, shall mean and include the respective agents, assigns, heirs, successors etc., as the case may be.

2. Signed this ……. day of …..…….in the year …….

3. Whereas on the Obligator's request the Government has as per NITI Aayog letter No……..dated and here-in-after referred to as the letter of Approval (which forms an integral part of these presents and copy of this is annexed as Annexure 'A'), agreed to make in favour of the Obligator for the purpose of ……,a fee of Rs. …… (Rupees…….) out of which Rs……. (Rupees… [amount of first installment]) have already been paid to the Obligator (the receipt) where the obligator do hereby admit and acknowledge two sureties in the terms and conditions manners contained herein after which the obligator and at its request the sureties have agreed to do.

4. Now in consideration of the aforesaid letter of sanction, the obligator herein binds itself and undertakes to comply with the conditions of the Letter of Approval referred to herein and if the obligator shall duly fulfill and comply with all its conditions mentioned in the Letter of Approval mentioning the fee then this bond or obligator's obligation therein shall be void and of no effect, but otherwise it shall remain in full force, effect and virtue, and the Government shall be at liberty to enforce this bond against the obligator or the surety jointly and/or severally, as it may deem fit and on its option. These presents further witness that:

   a. That decision of the CEO, NITI Aayog Govt. of India or the Administrative Head of the NITI Aayog, Govt. of India administratively concerned with the matter, on the question whether there has been breach or violation on the part of the Obligator or any of the terms

and conditions mentioned in the letter of approval, shall be final and binding on the Obligator.

b. The liability of the sureties here under shall not be impaired or discharged by reason of time being granted by the Government or any forbearance, act or omission by or on the part of the Government whether with or without the knowledge or consent of the sureties in respect or in relation to the obligation or conditions to be performed or discharged in the obligation or by reason of the matter or thing whatsoever, which under the law

relating to the sureties shall but for this provision have the effect of so releasing the sureties from such liability, nor shall it be necessary for the Government, to pursue the obligator before using the sureties or either of them the amount due here under.

c. The **Obligator purein** agrees and undertake to surrender / pay to Government the monetaryvalue of all such pecuniary or other benefits which it may receive or derive / have received or derived through / upon unauthorized use of fee for purpose other than that of which the fee was intended or the assets, purchased largely from out of "Government Grants". The decision of the CEO, NITI Aayog or the administrative head of the NITI Aayog as regards the monetary value of aforementioned to be surrendered /paid to the Government will be final and binding on the Society/Trust/Institution/ Organisation/ Researcher.

d. The Obligator or the sureties shall, in the event of breach or violation of the terms and conditions mentioned in the Letter of Approval, refund to the Government on demand and without demur the entire amount of Rs. ……. (Rupees .....) or suchpart

thereof as may be mentioned in the **Notice Demand** issued by the Government along with theinterest thereon at the rate of 11.50% compounded annually (which would be adjusted as per the Government of India notification issued from time to time) from the date of receipt of the said amount by the Obligator up to the date of refund thereof to the Government.

e. The obligator and the surety assure and confirm that they have understood the scheme of assistance of sanction mentioned therein and they have executed this bond voluntarily and out of their free will.

f. The Government of India has agreed to bear the stamp duty, if any, chargeable on these presents.

5. In witness thereof these presents have been executed on behalf of the Obligator and the Sureties the day and year here in above written and accepted for (Name and Designation) on the day and year appearing against his signature.

Signed for and on behalf of the Institution with date (Stamp/Seal)
(Name and Designation .....)

1. **Signature of the Surety** (Name and Designation of Surety with Identity Card such as Aadhaar/Voter/ PAN/ ID card No (attach copy).....)

2. In the presence of:

(i)…… ……..

(Name & Address of witness) (Signature)
Aadhaar/ Voter/ PAN/ ID card No (attach copy)……..

(ii)…… ……..
(Name & Address of witness) (Signature)
Aadhaar/ Voter/ PAN/ ID card No (attach copy)……..

3. Accepted for and on behalf of the President of India by.

Annexure 1

Package/ Group 1: Urban Development, Water, Sanitation & Environment

Missions that will be covered under the 1st package/ group: 10 Missions

S. No.	Mission	Implementing Ministry/ Department	Category	Year
1	**Swachh Bharat Mission (Urban)**	Ministry of Housing & Urban Affairs	Major	2014
2	**Smart Cities Mission**	Ministry of Housing & Urban Affairs	Major	2015
3	**AMRUT 2.0**	Ministry of Housing & Urban Affairs	Major	2022
4	**National Jal Jeevan Mission**	Department of Drinking Water & Sanitation	Major	2019
5	**Swachh Bharat Mission (Gramin)**	Department of Drinking Water & Sanitation	Major	2014
6	**Clean Ganga Mission**	Ministry of Jal Shakti	Major	2014
7	**National Mission for Green India**	Ministry of Environment, Forest & Climate Change	Major	2014
8	**National Water Mission**	Ministry of Jal Shakti	Minor	2011
9	**National Coastal Mission**	Ministry of Environment, Forest & Climate Change	Minor	2025
10	**National Mission on Himalayan Studies**	Ministry of Environment, Forest & Climate Change	Minor	2015

Package/ Group 2: Agriculture, Allied Activities & Rural Development

Missions that will be covered under the 2nd package/ group: 13 Missions

S. No.	Mission	Implementing Ministry/ Department	Category	Year
1	**Mission for *Aatmanirbharta* in Pulses**	Ministry of Agriculture & Farmers Welfare	Major	2025
2	**National Mission on Edible Oils – Oil**	Ministry of Agriculture & Farmers Welfare	Major	2021

	Palm			
3	**National Mission on Edible Oils – Oilseeds**	Ministry of Agriculture & Farmers Welfare	Major	2024
4	**Mission for Integrated Development of Horticulture**	Ministry of Agriculture & Farmers Welfare	Major	2014
5	**National Livestock Mission**	Ministry of Fisheries, Animal Husbandry & Dairying	Major	2014
6	**Digital Agriculture Mission**	Ministry of Agriculture & Farmers Welfare	Minor	2024
7	**National Food Security Mission**	Ministry of Agriculture & Farmers Welfare	Minor	2007
8	**Kapas Kranti Mission**	Ministry of Agriculture & Farmers Welfare	Minor	2026
9	**National Beekeeping & Honey Mission**	Ministry of Agriculture & Farmers Welfare	Minor	2020
10	**National Bamboo Mission**	Ministry of Agriculture & Farmers Welfare	Minor	2018
11	**National Mission on Natural Farming**	Ministry of Agriculture & Farmers Welfare	Minor	2024
12	**Deendayal Antyodaya Yojana – National Rural Livelihoods Mission (DAY-NRLM)**	Ministry of Rural Development	Minor	2015
13	**Mission Amrit Sarovar**	Ministry of Rural Development	Minor	2022

Package/ Group 3: Digital Technology, Innovation, Education, Skills, Rural Development

Missions that will be covered under the 3rd package/ group: 8 Missions

S. No.	Mission	Implementing Ministry/ Department	Category	Year
1	**India Semiconductor Mission**	Ministry of Electronics & Information Technology	Major	2021
2	**National Supercomputing Mission**	Ministry of Electronics & Information Technology	Major	2015
3	**IndiaAI Mission**	Ministry of Electronics & Information Technology	Major	2024
4	**Atal Innovation Mission**	NITI Aayog	Major	2016
5	**National Quantum Mission**	Department of Science & Technology	Major	2023
6	**National Mission on Interdisciplinary Cyber-Physical Systems**	Department of Science & Technology	Major	2018
7	**NIPUN Bharat Mission**	Ministry of Education	Major	2021
8	**Skill India Mission**	Ministry of Skill Development & Entrepreneurship	Major	2015

Package/ Group 4: Health, Biotechnology, AYUSH & Culture: 8 Missions

Missions that will be covered under the 4th package/ Group: 8 Missions

S. No.	Mission	Implementing Ministry/ Department	Category	Year
1	**National Health Mission**	Ministry of Health & Family Welfare	Major	2012
2	**Ayushman Bharat Digital Mission**	Ministry of Health & Family Welfare	Major	2021
3	**National AYUSH**	Ministry of AYUSH	Major	2014

	Mission			
4	**National Biopharma Mission**	Department of Biotechnology	Major	2017
5	**National Mission on Cultural Mapping**	Ministry of Culture	Minor	2017
6	**National Mission on Libraries**	Ministry of Culture	Minor	2014
7	**National Mission on Monuments and Antiquities**	Ministry of Culture	Minor	2007
8	**Gyan Bharatam Mission**	Ministry of Culture	Minor	2025

Package/ Group 5: Energy, Strategic Resources, Science & Emerging Industries

Missions that will be covered under the 5th package/ group: 10 Missions

S. No.	Mission	Implementing Ministry/ Department	Category	Year
1	**National Critical Mineral Mission**	Ministry of Mines	Major	2024
2	**Deep Ocean Mission**	Ministry of Earth Sciences	Major	2021
3	**Mission Mausam**	Ministry of Earth Sciences	Major	2025
4	**Jawaharlal Nehru National Solar Mission**	Ministry of New & Renewable Energy	Major	2010
5	**National Green Hydrogen Mission**	Ministry of New & Renewable Energy	Major	2023
6	**Nuclear Energy Mission**	Department of Atomic Energy	Major	2025
7	**National Mission for Enhanced Energy Efficiency**	Ministry of Power	Minor	2010
8	**National Technical Textiles Mission**	Ministry of Textiles	Minor	2020

9	**Rare Earth Corridor**	Department of Atomic Energy	Minor	2026
10	**Expanding access to prevention and treatment of cancer through the National Cancer Grid**	Department of Atomic Energy	Minor	2012

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