



REQUEST FOR PROPOSAL FOR

**Self Evaluation Study of India's status of compliance of provisions
of the United Nations Convention Against Corruption (UNCAC)
and Preparation of India's response to the Questionnaire
contained in the 'Self Assessment Checklist' (SACL)**

(Ref No. 371/6/2012-AVD-I (vol II))

Government of India
Ministry of Personnel, Public Grievances and Pensions
Department of Personnel and Training
North Block, New Delhi-110 001.

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Annexures referred to in Section V (Terms of Reference) can be accessed through the hyperlink highlighted in that Section.

DISCLAIMER

The information contained, in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or in any other form by or on behalf of Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which may be capable of different interpretations. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.

Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy. Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying,

postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION – I

[Data Sheet [in summary]]

Project Name	Self Evaluation Study, of India's status of compliance of provisions of Chapter II to V of the United Nations Convention Against Corruption (UNCAC) and Preparation of India's response to the questionnaire contained in the 'Self Assessment Checklist' (SACL) in respect of the above chapters.
Name of the Employer	Department of Personnel and Training, Ministry of Personnel, Public Grievances and Pensions.
Date of submission of Technical and Financial Proposal	On or before 5 PM, 5 th March 2013, addressed to Shri P.K Ravi, Deputy Secretary, Room No 268B, North Block, New Delhi-110 001. [Tel no 23093880]. Any bid received after the deadline will not be considered and returned unopened. Any proposal not made in accordance with the procedure described in para 14 of Part I of Section II of the RFP is liable to be treated as non responsive.
Proposal submission address	Shri P.K Ravi, Deputy Secretary, Department of Personnel and Training, Room no 268B, North Block, New Delhi-110 001. [Tel no 23093880]
Copies of Proposal	Consultants should submit original and four copies of both Technical and Financial Proposal in the manner described in para 14 in Part I in Section II of the RFP. A copy of the Technical Proposal must also be submitted in a CD/ Pen drive in MS-Word format. The CD/ Pen drive should be placed in the sealed envelope containing the Technical Proposal.
Pre Bid Conference	On 19 th February, 2013 at 4 PM in Room no 190, North Block, New Delhi-110 001. (subject to change)
Tentative Date of commencement of the project	1 st April, 2013 or from the date to be intimated later whichever is earlier.
Deadline for seeking clarification and whom to be addressed.	Not later than three working days before the date of Pre Bid Conference as stated above. The clarifications should be addressed to Shri P.K Ravi, Deputy Secretary, Room no 268-B, North Block, New Delhi-110 001. No clarification will be entertained

	after the date mentioned above.
Validity of the Proposal	Technical and Financial Proposals will be valid for a period of 120 days from the last date of submission of the proposal.
Collaborations between firms for the purpose of the project	Applicants may collaborate to enhance their qualifications. In such an event, a Memorandum of Understanding must be included as part of the Technical Proposal.
Evaluation Criterion and Method of Selection.	Refer to para 15-16 in Part II (Data Sheet) in Section II. The Technical Proposals will first be evaluated with reference to six parameters which have been indicated as the minimum qualification criterion. The technical proposals which satisfy all these criterion will be considered and evaluated in the next stage on the basis of the nature of experience, nature of assignments undertaken and the qualifications and experience of the professionals. Only such of the technical proposals that have been assessed to be awarded 70 or more marks out of 100 marks will be considered at the next stage for the evaluation of financial bids. The method of selection will be based on Quality cum Cost Based System (QCBS) in which the finally qualifying technical proposals will be given a weightage of 70% of the marks obtained and the financial proposal will be given a weightage of 30%.of the marks awarded for the financial proposal. The final selection will be based on combined weighted marks awarded to the technical and financial proposal.
Pre Qualification Criterion	<ul style="list-style-type: none"> i) The Consultant responding to the RFP should be a firm/company /institution or association of persons having independent legal existence, registered/incorporated under the Companies Act, 1956 or any other applicable Act. ii) The Consultant responding should have been in existence for at least 10 years, and should enjoy a good reputation. iii) The consultant should have experience of at least 5 (five) years of having undertaken projects /studies or research, on subjects connected to criminal law, international law/treaties.

	<ul style="list-style-type: none"> iv) Experience of having undertaken at least 2 assignments of studies/research in or relating to, anti corruption laws in India, laws on money laundering and its related subjects, or in subjects relating to criminal law. v) At least one of the key personnel and the team leader who are expected to work directly on the assignment should hold Doctorate or Masters degree in International Law and should have atleast 5 years of experience in dealing with International Conventions or Multilateral Treaties preferably on regulatory aspects. vi) The Consultant should have an average annual turnover of at least Rs. 2 crores calculated over the last three financial years and preferably a positive net worth.
The technical proposals of consultants which meet all the above criteria will be further evaluated as per the following parameters :	
Experience of Consultants [Max Marks 40]	Marks will be awarded out of the maximum marks of 40 for the actual years of relevant experience assessed and assignments undertaken .
Adequacy of proposed methodology and Work Plan. [Max Marks :20]	<p>The methodology and work plan will be evaluated under the following sub criteria</p> <ul style="list-style-type: none"> i) Technical Approach and Methodology. [5 marks] ii) Work Plan [10 marks] iii) Organisation and Staffing [5 marks]
Key Professional Staff: Qualification and Competence for the assignment or job. [Maximum Marks 40]	<p>The evaluation will be done on the following sub criteria</p> <ul style="list-style-type: none"> i) Team Leader [Max 16 Marks] ii) Key Professional Staff. [Atleast 2] [Total for all Max 24 marks]. <p>Of the above stated maximum marks the Educational Qualifications will be assigned weights of 30% and Experience 70% marks.</p>
The technical proposals, of consultants, evaluated on the basis of parameters indicated above, will be ranked in the descending order of actual marks scored. The Financial Bids of only those technical proposals of consultants which have secured total marks of 70 or above will be considered and opened for evaluation.	
Method of Selection	<p>The method of selection will be made on the criterion of Combined Quality Cum Cost Based System. The weights assigned will be 70% to the marks awarded for technical proposal and 30% to the marks awarded for financial proposal.</p> <p>For working out the combined score, the employer will</p>

	<p>use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x LEC / EC, where</p> <p>:</p> <p>T (w) stands for weight (in %) of the technical score.</p> <p>T (s) stands for technical score</p> <p>F (w) stands for weight (in %) of the financial proposal</p> <p>.</p> <p>EC stands for Evaluated Cost of the financial proposal</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.</p>
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SECTION II

Instructions to Consultants [ITC]

Part I

Standard Instructions

1. Definitions

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as may be issued, and in force from time to time.
- (b) "Employer" means the Department of Personnel and Training in the Ministry of Personnel and Training or DOP&T which have Requested For Proposals for consultancy services and with which the consultant after selection signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) "Consultant" means any legal entity or firm or associations of person having an independent legal existence, who having applied in response to this 'Request for Proposal' has been selected to provide the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed between the Employer and the Consultant and includes all the attached documents listed in its Clause 1, i.e., the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of India
- (g) "Instructions to Consultants" means the document placed at providing the information needed to the Consultant for preparing their proposal
- (h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (i) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country;
- (j) "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request For Proposal prepared by the Employer for the selection of Consultants.
- (m) 'SACL' wherever used in this RFP means the standard Questionnaire in which the country subject to review under the review mechanism of UNCAC is

required to file its responses to the questions contained therein and in its expanded form is known as ‘UNCAC Self Assessment Checklist’

(n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract as described in Appendix A.

(o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.

(p) “Terms of Reference” (TOR) means the document included in the RFP as Section V explaining the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

(q) “UNCAC” means the ‘United Nations Convention Against Corruption (UNCAC)’ and unless the context otherwise requires, reference to UNCAC in this RFP would deem to include the guides published by the United Nations Office on Drugs and Crime (UNODC) such as the Legislative Guide for the Implementation of the provisions of the Convention, Technical Guide to the United Nations Convention, and the Travaux of Préparatoires of the negotiations for the elaboration of the United Nations Convention against Corruption.

2. Introduction

2.1 The Department of Personnel and Training in the Ministry of Personnel, Public Grievances and Pensions, named, as Employer in Part II Data Sheet, through this RFP, invites applications, from those who satisfy the basic minimum criteria listed at clauses (i) to (vi) in para 15A of Part II (DATA SHEET) of Section II of this RFP for undertaking: a) a Self Evaluation Study, of India’s status of compliance of provisions of the United Nations Convention Against Corruption (UNCAC), and, b) to prepare India’s response to the questionnaire contained in the ‘Self Assessment Checklist’ (SACL). The final output of the Self Evaluation Study will be delivered in two parts. The first part of the report will cover findings of provisions of Chapter III and IV of UNCAC and the 2nd part of the report will cover the provisions of the remaining chapters of UNCAC. The selection of the consulting firm/organization (the Consultant) for undertaking the assignment will be done for the Self Evaluation Study as a whole and the procedure of evaluation and methodology for selection will be as specified in para 15-16 of Part II (DATA SHEET) in Section II.

2.2. The name of the assignment/Job has been mentioned against clause 2 of Part II (Data Sheet) of this Section. Detailed scope of the assignment/ job to be undertaken has been described in at paras 5.14-5.15 in Section V containing the TOR.

2.3. The date, time and address for submission of the proposals has been mentioned in clause 4 in Part II Data Sheet in Section II.

2.4. The Consultants desirous of responding to this RFP are invited to submit their Proposal, for consulting Assignment/job named in clause 2 of Part II of the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the consultant selected in accordance with the procedure for evaluation and methodology of selection indicated in paras 15 - 16 in Part II (DATA SHEET) of Section II.

2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are advised to attend a pre-proposal meeting specified in clause 3 of Part II (Data Sheet) for seeking clarifications. Attending the pre-proposal meeting is however optional.

2.6 The Employer will provide at no cost, the inputs and facilities specified in the Part II Data Sheet as indicated in clause 6 of Part II Data Sheet of this section, assistance to the consultants in liaisoning with the ministries/departments and other concerned agencies and facilitate obtaining of information /documents/ comments that may be needed to carry out the Assignment/job.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

3.1 A consultant may associate with consultant firm and /or individual expert of such consultant firm at the time of submission of proposal with the Employer. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in para 15 of Part II (data Sheet) in Section II. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been named to be so by the Consultant and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc. If any member of the association of consultants does not meet the requirements such a association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may also decide to evaluate

for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may consider the proposal of such association of consultant.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents during the period indicated in clause 9 of Part II (Data Sheet) in Section II. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of proposals, the Employer may, su moto, or consequent upon a clarification given, amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be placed in the website of the employer and will be binding . To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment, in the opinion of the 'Employer' is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting

from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms [Form Tech 9] of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If it comes to the notice of the Employer at any stage in the process of selection that a Consultant who had responded to this Request for Proposal, could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, , the Employer shall make available, immediately, to all short-listed Consultants all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. *Proposal*

7.1 A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. *Proposed Validity*

8.1 Clause 8 of Part II Data Sheet in Section II containing Instructions to Consultant indicates how long Consultants' Proposals must remain valid after the last date of submission of proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. *Preparation of Proposals*

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) A covering letter indicating the following should be enclosed alongwith the Technical Proposal or alternatively, or it may be included in the Letter of Technical Proposal Submission, ie, Tech Form I.

- i) Confirmation that all personnel listed in the Technical Proposal will be available to provide the required services for the duration of the contract as set out in the technical proposal.
- ii) Confirmation that the technical proposals will be valid upto the period indicated in part II (Data Sheet) in Section II or till such extended period as may be specified.
- iii) Confirmation that the institution has not indulged or will indulge in any corrupt and fraudulent practices any time.
- iv) Confirmation that the person signing the covering letter and the proposal has been duly authorized to do so.
- v) Confirmation that the consultant will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre contract costs.
- vi) Confirmation that the Technical Proposal of the consultant meets each of the minimum criterion laid down in para 15(A) in Part II of Section II of this RFP briefly indicating as to how their proposal satisfies the minimum requirements stated therein and that the necessary supporting documents have been attached.

(b) There should be an executive summary giving a brief overview of the manner in which the consultant intends to achieve the outputs and assessment of resources required.

(c) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may do so. However, in such instances a copy of the memorandum of understanding with the partners associated should be placed in the envelope containing the Technical Proposal and appropriately linked.

(d) The estimated number of key professionals for the assignment as shown in para 10 in Part II(data Sheet) of Section II is broadly indicative. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by them with proper justifications. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(e) Alternative professional staff, viz, Either Mr A or Mr B, shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned.

9.4 Consultants are required to submit a Technical Proposal in forms provided in Section-III bringing out clearly the work plan, methodology, staff requirements,

projected cost etc of the self evaluation study. The Part II (Data sheet) in Section-II in clause 11 indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section III).

- a) Form TECH- I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.
- (b) (i) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form TECH-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are required to make an assessment as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (c) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section III).
- (c) (ii) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section III. The work plan should be consistent with the Work

Schedule (Form TECH-8 of Section III) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section III.

(e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section III. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section III).

9.5 The Technical Proposal shall not include any financial information unless otherwise specifically required to be given as part of Technical Proposal. A Technical Proposal containing financial information may be declared as non responsive.

9.6 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section IV). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal and taxes should be shown separately

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

12 Earnest Money Deposit (EMD) and Bid processing Fees

12.1 Earnest Money Deposit

- i) An EMD of Rs.50000, in the form of DD drawn in favor of Under Secretary(Cash), Department of Personnel and Training, North Block, New Delhi-110 001 and payable at New Delhi, must be submitted alongwith the Proposal.
- ii) Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv) No bank guarantee will be accepted in lieu of the earnest money to be deposited.
- v) The EMD of the unsuccessful bidders would be returned back within 45 days of signing of the contract with the successful bidder.

12.2 The EMD shall be forfeited by the Employer in the following events:

- i) If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii) If the Proposal is varied or modified in any manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii) If the consultant tries to influence the evaluation process.
- iv) If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13 Bid Processing Fees

All consultants are required to pay Rs. 10,000/- towards Bid Processing Fees in the form of demand Draft drawn in favor of Under Secretary(Cash), Department of Personnel and Training, North Block, New Delhi-110 001 and payable at New Delhi. The Bid Processing Fee is Non-Refundable. Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the

Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section IV.

14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal and supported by a Resolution passed by the Board of Directors or by any other instrument demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

14.3 The original and all four copies of the Technical Proposal shall be placed in a sealed envelope clearly **marked "TECHNICAL PROPOSAL"** along with the covering letter as indicated in para 9.3 (a) to be placed inside the sealed envelope containing technical proposal. Similarly, the original Financial Proposal and four copies shall be placed in a sealed envelope clearly **marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job**. A copy of the Technical Proposal must also be submitted in a CD/ Pen drive in MS-Word format. The CD/ Pen drive should be placed in the sealed envelope containing the Technical Proposal. The Financial Proposal should also contain a marking "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, BEFORE 5PM, 5th March, 2013**" and the words "**Request for Proposal for appointment of agency for preparation of self assessment report on implementation of the United Nations Convention against Corruption**". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this time and date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer or its representative on any matter

related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

15.2 The employer will constitute a committee for evaluation of the proposals for the selection of the consultant for undertaking the Self Evaluation Study and to monitor the progress in the execution of the said study.

Evaluation of Technical Proposals:

15.3 The Committee(s) constituted as indicated in para 15.2 shall be guided by the criterion contained in Para 15(A) &(B) while evaluating the Technical and Financial Proposals and the committee shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority has taken a decision on the recommendations of the committee.

15.4 The Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference by applying the evaluation procedure, criteria, sub-criteria specified in para 15 of PART II of the Data sheet in Section II. In the first stage of evaluation, a Proposal shall be rejected as unresponsive if it is found deficient against the requirements indicated in para 15(A) in Part II of the Data sheet in Section II. Only responsive proposals satisfying the minimum criterion shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet in para 15.B.in Part II of Section II.

Public opening & evaluation of the Financial Proposals:

15.5 Financial proposals of only those firms who have obtained the threshold marks in terms of the criteria indicated in para 15(B) in Part II, of Section II shall be opened publicly on the date & time specified in the Data sheet or on the date and time to be intimated separately, in the presence of the Consultants' representatives who choose to attend. Each financial proposal will be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, their technical score and their financial proposal shall be read aloud after opening of the financial proposal and these facts will be recorded in writing by the representative of the Employer. The same procedure will be adopted in respect of those consultants who have chosen not to attend.

15.6 The detailed contents of each financial proposal of consultants whose technical proposals have qualified for financial bid evaluation will be subsequently examined by the Consultant Evaluation/monitoring Committee as per the method of evaluation indicated in para 16 of Part II (Data Sheet) in Section II for selecting the consultant for executing the work. The committee while examining the financial proposals, will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, the lower of the total arrived at after correction of partial amount or total amount as indicated, whichever is less will be considered. In case of difference between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal and if to be in line with the quantity indicated in the Technical Proposal will have an impact of increasing the cost , no corrections will be applied to the Financial Proposal in this respect. All financial proposals will be submitted in Indian Currency.

15.7 After opening of financial proposals, selection method as described in para 16 of Part II (data Sheet) shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The method of selection as described in Part II (Data Sheet) will be based on Combined Quality & Cost Based System (CQCBS)

16. Award of Contract

16.1 After completing the process the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

16.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-VI, on the date and time to be specified but not later than the expiry of 10 days from the date of issue of letter of intent.

16.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to

other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

SECTION II [Contd]

INSTRUCTIONS TO CONSULTANT [ITC]

Part-II

DATA SHEET

Clause No.	Reference of ITC (Part I)	Particulars of Data Sheet	
1	2.1	Name of the Employer	Department of Personnel and Training, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training.
2	2.2	Name of the assignment/job	A Self Evaluation Study, of India's status of compliance of provisions of the United Nations Convention Against Corruption (UNCAC), and preparation of India's response to the questionnaire contained in the 'Self Assessment Checklist' (SACL). The responses to the questionnaire and report of the state of compliance will be furnished in two parts, the first part covering provisions of Chapter III and IV and Article 2 and the 2 nd Part covering other chapters(Chapter II and V) of UNCAC
3	2.5	Date and Time of Pre-Bid Meeting	On 19 th February 2013 at 4 PM in Room no 190, North Block, New Delhi-110 001. (subject to change)
4	14.4, 2.3	Date and Time and address for submission of Technical and Financial proposal.	On or before 5 PM, 5 th March, 2013 addressed to Shri P.K. Ravi, Deputy Secretary, Department of Personnel & Training, Room No. 268-B, North Block, New Delhi-110 001. [Tel No 2309 3880]. Any bid received after the deadline will not be considered and returned unopened. The covering letter accompanying the technical proposal should clearly indicate contact person

			and details including E-mail ID and fax numbers for purposes of communication. Consultants should submit original and four copies of both Technical and Financial Proposal in the manner described in para 14 in Part I in Section II of the RFP. A copy of the Technical Proposal must also be submitted in a CD/ Pen drive in MS-Word format. The CD/ Pen drive should be placed in the sealed envelope containing the Technical Proposal.
5	2.5	Employer's representative details	Shri P.K. Das, Joint Secretary Room No.278-A, Department of Personnel & Training, North Block ,New Delhi-110001. Tel No.23094398.
6	2.6	Inputs/obligations of the Employer.	<ul style="list-style-type: none"> a) Constitute a core group consisting of representatives of the concerned Ministry/Department and agencies which would assist and co-ordinate with the agency in gathering inputs from other concerned Ministry/Department. b) Act as a nodal point for coordinating the work relating to the assignment and ensure timely responses to the clarifications and relevant information and documents that may be required for completing the assignment. c) Make available the documents/material related to the signing and ratification of UNCAC considered to be relevant in facilitating the carrying out of the assignment, d) To provide assistance to the consultants in organizing national level public consultations of stakeholders in four metropolitan cities of . Mumbai, Chennai, Kolkata and Delhi for eliciting their views on

			<p>the draft Responses to the SACL.</p> <p>e) Take a final view as regards conflicts emanating from discussions with Ministries/Departments and accordingly facilitate and guide the enlisted agency to finalise the assignment and the decision of DOPT in respect of such issues will be final.</p>
7		Continuity of downstream work	<p>India has been slotted to be reviewed in 2013-14 by the Governmental Experts of two other member countries of UNCAC under the review mechanism of UNCAC. One of the deliverables of the present assignment will be the Compiled Responses to the Self Assessment Chek List Questionnaire as well as a report on the Assessment of the State of Compliance of the provisions of UNCAC. The responses to the SACL would be the basis for review under UNCAC by the foreign member countries. The services of the consultant could be required to provide clarifications, explanations on the above deliverables if the Review team during the process of review requires clarifications and also desires to interact with the Consultant.</p>
8.	8.1	Validity of the Proposal	<p>Technical and Financial Proposals will be valid for a period of 120 days from the last date of submission of the proposal.</p>
9	4.1	Deadline Clarification whom to addressed for and be	<p>Not later than three working days before the date of Pre Bid Conference as stated above. The clarifications should be addressed to Shri P.K. Ravi, Deputy Secretary, Department of Personnel & Training, Room No.268-B, North Block, New Delhi-110 001. No clarification will be entertained after the date mentioned above.</p>
10	9.3(b)	The estimated minimum number of professional required for the Assignment/	<p>At least two key professionals plus team leader and adequate support staff will be required for the assignment.</p>

		job is:	
11	9.4	The formats of the Technical Proposal to be submitted are	<p>Form Tech 1: Letter of Proposal for submission.</p> <p>Form Tech 2 : Consultant's organization & experience</p> <p>Form Tech 3 : Comments & suggestions on TOR</p> <p>Form Tech 4 : Approach & methodology and workplan.</p> <p>Form Tech 5 : Team composition</p> <p>Form Tech 6 : Curriculum vitae for professional staff.</p> <p>Form Tech 7 : Staffing Schedule</p> <p>Form Tech 8 : Work Schedule</p> <p>Form Tech 9: Comment / modification suggested on draft contract.</p> <p>Form Tech 10 : Information regarding any conflicting activities and declaration thereof.</p> <p>Form Tech 11: Information on turnover, average turnover, profits and net worth for the last 3 years.</p>
12.		If Training is a specific component of this Assignment/job:	No
13		The Consultant will State the Cost in Indian Rupees	
14	14.3	Consultants must submit original and four copies of both Technical and Financial Proposal. A copy of the Technical Proposal must also be submitted in a CD/ Pen drive in MS-Word format and placed inside the sealed envelope containing the technical proposal.	
15	15.4	Procedure for Evaluation of Technical Qualifications Criteria, sub Criteria and Point System for evaluation that will be followed the details of which are as under	
A.		Pre Qualification Criterion	<ul style="list-style-type: none"> i) The Consultant responding to the RFP should be a firm/company /institution or association of persons having independent legal existence, registered/incorporated under the Companies Act, 1956 or any other applicable Act. ii) The Consultant responding should have been in existence for at least

			<p>10 years, and should enjoy a good reputation.</p> <p>iii) The consultant should have experience of at least 5 (five) years of having undertaken projects /studies or research, on subjects connected to criminal law, international law/treaties.</p> <p>iv) Experience of having undertaken at least 2 assignments of studies/research in or relating to, anti corruption laws in India, laws on money laundering and its related subjects, or in subjects relating to criminal law.</p> <p>v) At least one of the key personnel and the team leader who are expected to work directly on the assignment should hold Doctorate or Masters degree in International Law and should have atleast 5 years of experience in dealing with International Conventions or Multilateral Treaties preferably on regulatory aspects.</p> <p>vi) The Consultant should have an average annual turnover of at least Rs. 2 crores calculated over the last three financial years and preferably a positive net worth.</p>
B.	Criteria for Evaluation of Technical Proposals satisfying the minimum Criteria laid down under 15(A) above.		
	The Proposal of Consultants which do not meet minimum criterion under any of the parameters, indicated against Sno (i) to (vi) in para 15(A) above will stand disqualified for further consideration and their technical proposals will not be evaluated. The technical proposals of consultants which meet all the above criteria will be further evaluated as per the following parameters:		
i)	Experience of Consultants [Max Marks 40]	Marks will be awarded out of the maximum marks of 40 for the actual years of relevant experience assessed and assignments undertaken.	
ii)	Adequacy of proposed methodology and Work Plan. [Max Marks :20]	The methodology and work plan will be evaluated under the following sub criteria i) Technical Approach and Methodology.	

			ii) Work Plan iii) Organization and Staffing
iii)	Key Professional Staff :Qualification and Competence for the assignment or job. [Maximum Marks 40]		The evaluation will be done on the following sub criteria i) Team Leader [Max 16 Marks] ii) Key Professional Staff. [At least 2] [Total for all 24 marks]. Of the above stated maximum marks the Educational Qualifications will be assigned weights of 30% and Experience 70% marks.
	The technical proposals, evaluated on the basis of parameters indicated against para 15(B) (i) to (iii) above, of consultants, will be relatively ranked in the descending order of actual marks scored. The Financial Bids of only those technical proposals of consultants which have secured total marks of 70 or above will be opened for evaluation.		
16.	15.7	Method of Selection	i) The method of selection will be made on the criterion of Combined Quality Cum Cost Based System. The weights assigned will be 70% to the technical bid and 30 % to the financial bid. ii) For working out the combined score, the employer will use the following formula: Total points = T (w) x T (s) + F (w) x LEC / EC, where : T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the financial proposal . EC stands for Evaluated Cost of the financial proposal LEC stands for Lowest Evaluated Cost of the financial proposal. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.
17		Expected date of Commencement of Consulting	1 st April, 2013 or from the date to be intimated later.

		assignment./ job	
18		Location for performance /job	Delhi and cities where public consultations will be required to be held as a part of the Self Evaluation Study.

SECTION III

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in separate sealed envelope alongwith requisite EMD and bid processing fees are enclosed.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

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

As required in terms of para 9.3 (a) we hereby confirm¹

- i)
- ii)

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

¹ This paragraph may be filled up if requirements as indicated in para 9.3(a) is not being given in a separate covering letter placed in the envelope containing Technical proposal.

We remain,

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Tel.No.:
Fax No:
E-Mail ID:

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided].

[The information provided should be supported by documentary evidence and the information should in clear terms, bring out relevant information so as to assess the state of compliance of requirements indicated at sno (i) to (vi) in para (A)) in column 15 of the Part II of the datasheet in Section II of the RFP in respect of the Consultant/sub consultant]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job [The information provided should be supported by documentary evidence and the information should in clear terms, bring out relevant information so as to assess the state of compliance of requirements indicated at sno (i) to (vi) in para (A)) in column 15 of the Part II of the datasheet in Section II of the RFP in respect of the Consultant/sub consultant]

Note: The following format may be adopted for providing information under (A) and (B) above.

S.No.	Item	Particulars
-------	------	-------------

1.	Name and mailing/Registered address of the Organisation	Name: Address: a)Mailing b) Registered Office:
2.	Name, Designation, Telephone No. and E-mail address of the head of the organisation	Name: Designation: Phone No: E-mail address:
3.	Name, Designation, Telephone No. and Email address of the contact person for the purpose of this RFP	Name: Designation: Phone No: E-mail address:
4.	Year of registration of Organisation and registration No and brief description of the background of the Consultant organisation and its associates: [Documentary support viz, Proof of Registration, Memorandum and Article of Association etc to be enclosed]	
5.	a) Details of Top Management with their professional qualifications and experience. b) Total number of years of experience of the organisation in conducting study /research. c) Details of Nature of the projects, research work/study done by the Agency clearly indicating, inter alia i) Name of the project/assignment, (ii) Short description and value of the project, (iii) The organization(s) and its country for whom the study/research was done; iv) Period/Date of Project; v) Brief description of Outputs delivered, vi) details as to how experience gained in study /research and assignments undertaken will be helpful in handling the project to be undertaken under this RFP , vii) Details of current assignment and the expected date of completion and key professionals associated with it.	

Note : In case of consortium, association of consultant, the consultant must furnish the above information for each of the consortium member separately. Please provide documentary evidence from the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the

Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II of Section II, Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal# divided into the following three chapters.

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
- a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- b) Work Plan.

The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as

final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8@.

@While designing the work plan the indicators of timelines and stages at which the various activities within the assignment are to be carried out as per the Terms of Reference should also be kept in view.

c) **Organization and Staffing.**

The consultant should propose and justify the structure and composition of the team. Consultant should list the main disciplines of the Assignment/job, the Team Leader responsible, and proposed technical and support staff.]

While formulating your proposal under these three chapters, the framework on the scope of work and tasks required to be carried out by the agency, Deliverables and obligations of the Consultants and the expected time frame outlined for the assignment, as contained in paragraphs 5.14 to 5.18 of Section V of the RFP should be kept in view.

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBs

A. Professional Staff and Team Leader

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

B. Support Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task

				assigned for this job

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:

 1. Date of Birth:
 5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment and specifically confirm if the requirements as to the educational qualifications indicated against item (v) under para 15 in Part II of Section II of this document has been met.]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member/Key Professional/Team Leader since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held-

From [Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.] [It may be specifically confirmed if the requirements as to the experience indicated against item (v) under para 15 in Part II of Section II of this document has been met for each of the professional staff listed above.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

[Signature of staff member or authorized

Place: [representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

FORM TECH-8

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.:inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section II. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section II. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-11

**INFORMATION ON THE LAST THREE YEARS PROFITS AND NET WORTH OF
THE CONSULTANT [See para 15 item (a)(ii)]**

(Rs in crores)				
Name of the Consultant	Criteria	Yr1-[200----	Yr 2 [20----]	Yr 3 [200---]
	Turnover			
	Net Profit/(Net Loss)			
	Net worth			
	Turnover			
	Net Profit/(Net Loss)			
	Net worth			

2. Average Annual turnover over last three years:-

Note :The above statement should be got certified by the Chartered Accountant as correct and based on audited accounts of the respective years.

Section IV.

FINANCIAL PROPOSAL SUBMISSION FORM

FORM FIN-1

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes such as ----- (Indicate the amounts against each). We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 8 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Amount in Rupees *	Amount in words
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Service Tax / Any other tax		
5	Total		

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

Authorized Signature

Name:

Designation

Name of firm:

Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
1	Key professionals *1				
	Total [1]				
2.	Support Staff *2				

	Total [2]				
3	Grand Total [1+2]				

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration _____ Amount in Rupees

(Amount in Words) :

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

FORM FIN-4

BREAKDOWN OF REIMBURSABLE EXPENSES

(Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the employer in the data sheet. It can also include travel from the Headquarter of the consultant to the place of work).

Activity No:_____ Name:_____

S.No.	Description	Unit	Quality	Unit	Total amount
1.	Travel expense flights/Train	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			

4.	Local transportation costs				
5.	Office rent/accommodation				
6	Expenses on public consultations with stakeholders	Per meeting			

Total Reimbursable: = _____ Total amount in Rupees (or other currency).

Amount in words:

FORM FIN – 5

Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

S.No.	Particulars	Unit Rate	Quantity(staff months) number	Amount
1	Secretariat staff			
2	Office equipment			
3	Preparation of reports/deliverables			
	Total			

Section V

TERMS OF REFERENCE

Part I

About United Nations Convention Against Corruption

5.1 The United Nations Convention against Corruption (UNCAC) is a universal legal instrument to deal with the menace of Corruption including corruption at the global level. This Convention was adopted by the UN General Assembly on 31st October 2003 and entered into force on 14th Dec 2005. The Convention and its provisions are legally binding on countries which have acceded to it or have ratified the same. India signed the UNCAC on 9th Dec 2005 and ratified the same by deposit of instrument of ratification on 9th May 2011 with the Secretary General of the United Nations. With ratification of the Convention, India has become obligated to implement the provisions of the Convention after acceptance of the instrument of ratification. There are at present 164 States Parties to the UNCAC who have either ratified or acceded to the UNCAC, including India.

Background and History

5.2 The UN General Assembly, vide its resolution no 53/111 of 9th December 1998² established an adhoc committee on the elaboration of the Convention of Transnational Organized Crime³. Subsequently, the General Assembly vide

² Source " www.unodc.org " the website of United Nations Office of Drugs and Crime. The United Nations initiatives to respond to the threat of corruption and paving the way for setting international standards against corruption actually began much earlier. There have also been a number of multi-lateral institutions and instruments (with focus on regional co-operation) before the adoption of this Convention in October 2003. The multilateral instruments to name a few are , Inter-American Convention against Corruption, adopted by the Organization of American States on 29 March 1996, the Convention on the Fight against Corruption involving Officials of the European Communities or Officials of Member States of the European Union, adopted by the Council of the European Union on 26 May 1997, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, adopted by the Organisation for Economic Cooperation and Development on 21 November 1997, the Criminal Law Convention on Corruption, adopted by the Committee of Ministers of the Council of Europe on 27 January 1999, the Civil Law Convention on Corruption, adopted by the Committee of Ministers of the Council of Europe on 4 November 1999, and the African Union Convention on Preventing and Combating Corruption, adopted by the Heads of State and Government of the African Union on 12 July 2003,

³ The United Nations Convention against Transnational Organized Crime, adopted by General Assembly resolution 55/25 of 15 November 2000, is the main international instrument in the fight against transnational organized crime. It entered into force on 29 September 2003. The Convention is further supplemented by Protocols, such as , Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children; the Protocol against the Smuggling of Migrants by Land, Sea and Air; and the Protocol against the Illicit Manufacturing of and Trafficking in Firearms, their Parts and Components and Ammunition. This Convention which came into force before the UNCAC, interalia, has also provisions criminalizing both bribery of domestic public officials and also foreign public officials and requires institutional infrastructure in place for prevention of corruption.

resolution 55/61 dated 4th Dec 2000⁴ recognized that an effective international legal instrument against corruption, independent of the United Nations Convention against Transnational Organized Crime was desirable.

5.3 In its resolution 55/188 of 20th Dec 2000, the General Assembly while reiterating its request to the Secretary-General, as contained in resolution 55/61, to convene an intergovernmental open-ended expert group to examine and prepare draft terms of reference for the negotiation of the future legal instrument against corruption, invited the expert group to examine the question of illegally transferred funds and the return of such funds to the countries of origin. The meeting of the Intergovernmental Open-Ended Expert Group to prepare Draft Terms of Reference for the negotiation of an International Legal Instrument against Corruption was held in Vienna from 30 July to 3 August 2001. The Intergovernmental Open-Ended Expert Group recommended to the Assembly, through the Commission on Crime Prevention and Criminal Justice and the Economic and Social Council, the adoption of a draft resolution on the terms of reference for the negotiation of an international legal instrument against corruption. The draft resolution was subsequently adopted by the Assembly as resolution 56/260 of 31 January 2002.

5.4. The General Assembly in its resolution 56/260 of 31 January 2002, decided that the Ad Hoc Committee for the Negotiation of a Convention against Corruption should negotiate a broad and effective convention, which, subject to the final determination of its title, should be referred to as the "United Nations Convention against Corruption". The adhoc committee deliberated on the draft of the United Nations Convention Against Corruption over 7 sessions during January 2002 to October 2003 in which India was also an active participant. The Travaux of Préparatoires (official records)⁵ of the negotiations for the elaboration of the United Nations Convention against Corruption, gives a detailed historical background of international efforts to address the need to tackle corruption at global level and also brings out how the various provisions of UNCAC as it stands today evolved during the extensive discussions. In evolving an universal global convention providing for obligations on State Parties, the negotiations have carefully built into the document the necessary flexibility in respecting the sovereignty of the nations and in providing a window for accommodating the needs laid down under member countries own constitution, fundamental legal principles, national laws and procedures. The first session of the Ad Hoc Committee was held in January 2002. After an extensive debate, on Saturday, 9 August 2003, delegates from the 128 Member States decided to continue working on the Convention on Corruption's final details in a

⁴ <http://unpan1.un.org/intradoc/groups/public/documents/un/unpan010993.pdf>

⁵ http://www.unodc.org/documents/treaties/UNCAC/Publications/Travaux/UNCAC_Travaux_Preparatoires_English.pdf

short, three-day seventh session, which concluded on 1 October, 2003. The United Nations Convention Against Corruption (UNCAC) was adopted vide General Assembly resolution 58/4 of 31 October 2003 and opened it for signature at the High-level Political Signing Conference held in Merida, Mexico, from 9 to 11 December 2003 and subsequently in New York from 11th Dec 2003 to 9th December 2005.

Overview of provisions of Convention

5.5 The UNCAC enjoins upon the States Parties to fulfill obligations under the Convention, some of which are mandatory, some recommendatory in the sense that there is an obligation to endeavour or consider to implement and some optional. The Convention requires the States Parties to provide in their domestic legal system, measures, legal and administrative, for prevention of corruption; for making certain acts relating to corruption as criminal offence and providing for sanctions against them; for facilitating Recovery of Assets in trans border corruption; for promoting widest possible international co-operation in combating trans border corruption through measures facilitating, mutual legal assistance, extradition, joint investigations etc; and, for assessing the need and to provide technical assistance in the prevention of and fight against corruption. The UNCAC has in all 71 Articles. The obligations as regards preventive measures, criminalisation of offence and their enforcement, International Co-operation and Asset Recovery are enumerated in Chapter II to Chapter V, in that order, in the Convention. Chapter-III, inter alia, covers Article 15 (domestic bribery) Article 16 (foreign bribery), Article 21 (criminalization of private sector bribery), Article 23 (prevention of money laundering), Article 36 (specialised agencies). Chapter –IV inter alia covers issues relating to extradition, mutual legal assistance etc. Chapter –II inter alia, covers Article 5-6 (anti corruption policies, anti corruption institutions), Article 7- 8 (public sector integrity and code of conduct for public servants etc.) Article 9 (public procurement issues), Article 12 (Preventive aspects of private sector bribery) etc. Chapter V requires measures, both administrative and legal, to be in place for recovery of assets and proceeds of crime established under the Convention. Apart from the above, Article 2 which forms part of Chapter I contains definitions of terms and of particular importance is the exhaustive definition of the terms such as, public official, foreign public official, proceeds of crime. Article 4 require the members to respect the sovereignty and jurisdiction of a State Party in complying with the obligations,. With this basic philosophy behind, a number of provisions of the Convention, provide flexibility to member State Parties to keep in consideration the local constitution, legal systems and practices while implementing the Convention. Of the procedural provisions, which form part of Chapter VI and Chapter VII, Article 63,65 relating to implementation aspects and Article 68 relating to coming into force of the Convention are also important.

Nature of obligations under the Convention

5.6 As indicated earlier, all provisions of the UNCAC are not mandatory. Some are mandatory, some Recommended in the sense that the State Parties are encouraged to implement them and some are optional. Generally the convention, uses the phrase of 'shall adopt' to denote the mandatoriness of the provision, uses the phrase 'shall endeavour to' or 'shall consider adopting' to denote recommended nature of the provision with an obligation to make endeavour or consider to implement, and the phrase 'may consider or adopt' to denote optional nature of the provision. The complete text of the Convention can be accessed through the link:
http://www.unodc.org/documents/treaties/UNCAC/Publications/Convention/08-50026_E.pdf. A complete text of the UNCAC is attached herewith. [**\[Annexure 1-Colly\]**](#)

Guiding Tools of UNCAC

5.7 There are two basic assisting tools evolved by the UNODC, namely, the Legislative Guide and Technical Guide, providing guidance to the policy makers and practitioners in formulating their domestic laws and programmes for implementation of the UNCAC. Another useful reference document is the 'Travaux Préparatoires' consisting details of the negotiations for the elaboration of the United Nations Convention against Corruption'. This document is intended to provide a comprehensive picture of the background to the Convention and, by presenting the evolution of the text, giving the reader an understanding of the issues confronted by the Ad Hoc Committee and the solutions it found. This publication is intended to provide a better, in-depth understanding of the Convention. These tools can be accessed through the links indicated below:

http://www.unodc.org/documents/treaties/UNCAC/Publications/LegislativeGuide/06-53440_Ebook.pdf [**\[Legislative Guide\]**](#)

http://www.unodc.org/documents/treaties/UNCAC/Publications/TechnicalGuide/09-84395_Ebook.pdf [**\[Technical Guide\]**](#)

http://www.unodc.org/documents/treaties/UNCAC/Publications/Travaux/UNCAC_Travaux_Preparatoires_-_English.pdf [**\[Travaux of Preparatoires\]**](#)

Review Mechanism under the Convention and Conference of State Parties (COSP)

5.8. The Convention requires state parties to take measures for monitoring the implementation of the provisions of the Convention. Chapter VII of the Convention, provides for a mechanism of monitoring and review through Conference of State Parties(COSP) which has been set up to improve the capacity of and cooperation between States parties to achieve the objectives set forth in the Convention and to promote and review its implementation. It is a body of countries and anti corruption agencies which have ratified/acceded to the United Nations Convention Against Corruption. Countries can participate in the COSP as an observer if they have not ratified the Convention. UNODC functions as a Secretariat for the Convention including the COSP. The COSP is assisted by the Inter Governmental Working Groups⁶ in the specified areas such as, Asset Recovery, Prevention of Corruption, Review of Implementation of UNCAC and Technical Assistance. This apex body under the Convention takes decisions and provide guidance based on the recommendations of the various working groups. The COSP has a very detailed procedure prescribed for conduct of its proceedings and that of the Intergovernmental Working Groups. The procedures are laid down in the "Rules of Procedure". The COSP has so far had four meetings one in 2006, 2nd one in 2007, third in November, 2009 and the fourth in October 2011. The deliberations in COSP meetings can be accessed through the link <http://www.unodc.org/unodc/en/treaties/CAC/CAC-COSP.html>.

5.9 A detailed mechanism for monitoring and review of the implementation of the provisions of the UNCAC by the State Parties⁷ was evolved during the November 2009 meeting of the COSP. The mechanism inter alia envisages a peer review by two State Parties selected through draw of lots and the review is got done through the Governmental Experts nominated by these peer countries. One of the two peer countries as per the Review Mechanism comes from the same geographical region. Each review phase would comprise of two review cycles of five years each and one fourth of the States parties will be reviewed in each of the first four years of each review cycle. All countries who are State Parties will be reviewed in a particular cycle. During the first cycle, the implementation of chapters III (Criminalization and law enforcement) and IV (International cooperation) of the Convention and during the second cycle, the implementation of chapters II (Preventive measures) and V (Asset recovery) will come for review. The second review cycle would start after completion of review of all countries in respect of chapters identified in the first review cycle, i.e, Chapter III and IV. The first year of the first cycle meant for assessment of implementation of provisions of Chapter III and IV of the Convention, commenced

⁶ These inter governmental Working Groups hold their meetings between the sessions of COSP and make recommendations for consideration of the COSP.

⁷ A member country which has either acceded to the Convention or has ratified the Convention is a State Party.

from the year 2010-11. India has been slotted to be reviewed during the fourth year of the 1st review cycle which would coincide with the biennium of 2013-2014. The pairing of countries for review of countries slotted for review during fourth year of the 1st review cycle has not been decided yet. The names of the countries that would be reviewing India is expected to be known in the meeting of the Implementing Review Group scheduled to be held in May 2013. The Process of Review of India by peer countries would commence immediately thereafter.

Purpose or objective of the inviting Request For Proposal.

5.10 One of the basic and initial step in the review process involves filing of detailed response, to the questionnaire in the prescribed format, by the country under review through an online software.⁸ This standard form of questionnaire is referred to as "UNCAC Self Assessment Checklist". Every country under review is expected to bring out the state of compliance of the various provisions of the UNCAC and its implementation thereof through its responses to the questions contained in this document. It is in this background, it has been considered necessary to have a detailed assessment done of the state of compliance of the domestic laws/measures vis-a-vis the requirements under the provisions of the UNCAC through an independent source. The guidelines for conducting self evaluation of the state of compliance also envisage such an exercise involving all the stakeholders.

5.11 The Department of Personnel and Training (DOP&T) has, during the course of the due diligence exercise towards ratification of the UNCAC, carried out in house inter-ministerial consultations to come to a broad assessment of the state of compliance of the provisions of the UNCAC. The internal evaluation based on a broad approach indicated that the domestic laws are substantially compliant of the mandatory provisions of UNCAC excepting for areas of bribery of foreign public officials and bribery in private sector. Steps for taking corrective course of action in this respect is currently in process.

5.12 Under the review mechanism, the responses to the questionnaire of a member country under review is placed before the nominated Governmental experts of the two peer reviewing foreign countries. Thereafter, if necessary, country visits and meeting of stakeholders are undertaken by the reviewing countries experts. After consultations with stakeholders of the country and its Government that is under review, the experts submit their report to the UNODC Sectt. The Sectt presents this report to the Implementation Review Group and is placed in the meeting of the Conference of State Parties. Thus the State party slotted for review will have to provide to the secretariat of the UNODC, inputs on the state of compliance of the

⁸ This 'online software' is known as 'OMNIBUS survey Software' and is freely downloadable.

provisions of UNCAC and its implementation thereof, using the UNCAC Self-Assessment Checklist (SACL) on the Implementation of the provisions of UNCAC. The responses to the 'SACL' have to be prepared and submitted to UNODC through an online software, namely 'Omnibus Survey Software'. The nature of response to the Questionnaire in the SACL, requires the State Parties, to indicate, in respect of each of the Article under Review, whether they are fully or partly compliant or non-compliant. The responses indicating full or part compliance have to be supported by examples, good practices, citation of judicial decisions, where ever required, and data duly backed by documentary evidence in support of actual implementation in the field. In the event of response of non-compliance, the responses will have to indicate steps being taken and the approximate time frame to be taken for compliance. The exercise also requires the responding countries to indicate their technical assistance needs as regards a particular Article, under review. The inputs to the questionnaire in the 'Self Assessment Checklist' thus becomes the basic material for the Peer Review, by the Governmental Experts from two other member countries slotted to review and to assess the status of implementation of the various Articles of UNCAC. The document giving details of the process of the review mechanism, Terms of Reference, Guidelines can be accessed through the link: http://www.unodc.org/documents/treaties/UNCAC/Publications/ReviewMechanism-BasicDocuments/Mechanism_for_the_Review_of_Implementation_-_Basic_Documents_-_E.pdf. A copy of this document is annexed **[Annexure 2 (coll))]**. The user guide on the 'online Self Assessment Checklist software' can be accessed through the link: http://www.unodc.org/documents/treaties/UNCAC/SA-Checklist/Omnibus_Survey_Software_User_Guide.pdf. A copy of the same is annexed. **[Annexure 3(colly))]**. The document containing Sample question flow for the self-assessment of the implementation of provisions of Chapter III of the United Nations Convention against Corruption can be accessed through the link : http://www.unodc.org/documents/treaties/UNCAC/SA-Checklist/Sample_Question_flow_final_English_ver_2.0.6.0.pdf. A copy of the document containing sample question flow is attached. **[Annexure 4(colly))]**

5.13 UNODC's Guidance Note on the methodology of Self Assessment Study for the purpose of UNCAC review [see para 28 of Annexure 2(colly)] urges the State Parties to involve all stakeholders in national processes to conduct UNCAC Gap Analyses, through the use of the UNCAC Self-Assessment Checklist, Thus the objective and purpose of this RFP is to get a Self Evaluation Study done of the Status of Compliance of the provisions of UNCAC and to report thereon as well as to get a detailed responses prepared to the questionnaire contained in the Comprehensive Self Assessment Checklist through a reputed outside agency.

Scope of work and tasks required to be carried out by the agency

5.14 The requirements envisaged in the Convention are covered under a number of existing domestic laws and administrative initiatives falling within the domain of different Ministries /Departments of the Government of India and other Governmental agencies. Some of the major domestic acts/laws closely linked to the various provisions of the Convention include, Prevention of Corruption Act 1988, Indian Penal Code, Criminal Procedure Code, Prevention of Money Laundering Act, Right to Information Act, Extradition Act, Companies Act, Central Vigilance Commission Act, Delhi Special Police Establishment Act, Banking Laws etc. These are dealt with and administered in different Ministries/Departments, viz., Ministry of Home Affairs, Ministry of Finance (All the three departments and Department of Financial Services), Ministry of Law and Justice, Ministry of External Affairs, Ministry of Corporate Affairs, Department of Personnel and Training, Central Vigilance Commission and Central Bureau of Investigation, Directorate of Enforcement etc. As the States have their own vigilance administration mechanism and police set up to control crimes and implement the provisions of the criminal law there may also be a need to interact and get inputs from state level implementing agencies, where ever necessary.

5.15 The scope of assignment and tasks to be performed by the selected agency will include the following:

- i) Study and analyse the provisions of the United Nations Convention Against Corruption and assess the nature and extent of obligations imposed on the State Parties by the Convention after taking into consideration, inter alia:
 - a) the guidelines for policy makers contained in the Legislative Guide which can be accessed through the link :
http://www.unodc.org/documents/treaties/UNCAC/Publications/LegislativeGuide/06-53440_Ebook.pdf
 - b) the guidelines for practitioners contained in the Technical Guide which can be accessed through the link :
http://www.unodc.org/documents/treaties/UNCAC/Publications/TechnicalGuide/09-84395_Ebook.pdf
 - c) the discussions contained in the ‘Travaux of Préparatoires’ at the time formulating the provisions of the Convention which can be accessed through the link :
http://www.unodc.org/documents/treaties/UNCAC/Publications/Travaux/UNCAC_Travaux_Preparatoires_-_English.pdf

- d) the observations in the executive summaries of reports on the status of implementation where ever available and relevant to the Indian context, in respect of the State Parties which have already undergone a peer review in the first cycle
- e) any other material which in the opinion of the agency is considered relevant in assessing the nature and type of obligations imposed on the State Party in the Indian context.
- ii) Identify the relevant provisions from the wide spectrum of existing domestic laws/rules/regulations and other administrative measures including the Acts illustrated in para 5.14 above; document examples of good practices and relevant statistics and judicial precedents in support of the implementation of the provisions of UNCAC ;and, hold public consultation with Stakeholder groups including private sector and civil society and factor in their comments/views to the extent considered relevant,
- iii) Formulate India's responses to the questionnaire in SACL based on the above results. The Consultant will also factor in, the latest anti corruption initiatives which have matured or are in the pipeline, while finalizing the responses as well as the report referred to in (iv) below.
- iv) Make an assessment of the state of compliance of the provisions of UNCAC based on the results of the tasks indicated in (i) and (ii) above, inputs of anti corruption initiatives in pipeline and furnish a report thereon indicating the gaps in compliance of UNCAC provisions, if any along with suggestion on remedial measures.
- v) In the course of undertaking the tasks of identification etc as required under (ii) to (iv) above, the agency will with the assistance and guidance of DOPT be required to:
 - a) Interact with concerned Ministries/Departments, including but not limited to, Ministry of Finance and its Departments, Ministry of Home Affairs, Ministry of External Affairs, Ministry of Law & Justice, Ministry of Corporate Affairs as also the Central Vigilance Commission and the Central Bureau of Investigation, wherever, necessary, the State Level Implementing Agencies, to gather inputs and/or clarifications, in respect of the legislations administered/measures taken by them with specific references to the requirements laid down under the UNCAC and the deliverables.
 - b) Interact and gather inputs, if necessary, from relevant sources including the National Crime Records Bureau to support the level and extent of implementation of the Anti Corruption laws at the ground level.

- c) Interact and gather inputs as may be necessary from any other source or agency which will facilitate the preparation of appropriate and effective responses to the SACL and the report of compliance of provisions of UNCAC;
- d) To undertake public consultations for eliciting views /comments on the draft responses to 'SACL' and to explain the particular stand taken in the draft responses to the 'SACL and on the report of State of Compliance of the provisions of UNCAC'
- vi) Any other specific task as considered necessary to be assigned by the DOPT to ensure the deliverables indicated in para 5.17 below.

5.16 The methodology and tasks outlined above is a broad framework and the agency may identify specific tasks within this broad framework and manner of achieving the same. The agency is required to spell out the same at the appropriate place in the enclosed forms of this RFP along with necessary justifications of such requirements, for consideration and modification of RFP if necessary.

Deliverables and obligations of the agency finally selected

5.17 The deliverables and the obligations on the part of the consultant Agency will be:

A. In respect of Responses to the Questionnaire contained in the SACL

- a) Prepare and submit the first draft of the responses duly filled in the questionnaire contained in the SACL with supporting documents (both in soft and adequate number of hard copies) in two parts, one part in respect of Chapter III, Chapter IV of UNCAC and Article 2 and another in respect of Chapter II and Chapter V of UNCAC, for circulation to the concerned Ministries/Departments and agencies for comments.
- b) Carry out and incorporate the modifications /changes in both the parts of the first draft of the responses to the SACL, wherever considered necessary on the basis of comments received from ministries/departments and required by the DOPT, before placing on public domain for comments of stakeholders including the civil society and private sector.
- c) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the draft responses to SACL placed in public domain in respect of Chapter III , Chapter IV and Article 2 of the UNCAC;
- d) Prepare and submit the 2nd draft of the responses in the SACL after factoring in the modifications required based on the comments received

- from stakeholders for consideration and acceptance by the DOPT in respect of Chapter III, Chapter IV and Article 2 of UNCAC
- e) Make available adequate number of hard copies of the final responses to the SACL as approved by the DOPT and a soft copy (electronic form) in appropriate format for uploading the same through the online software of the UNODC in respect of Chapter III, Chapter IV and Article 2 of the UNCAC.
 - f) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the draft responses to SACL placed in public domain in respect of Chapter II and Chapter V of the UNCAC;
 - g) Prepare and submit the 2nd draft of the responses in the SACL after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT in respect of Chapter II and Chapter V of UNCAC
 - h) Make available adequate number of hard copies of the final responses to the SACL with all annexures as approved by the DOPT and a soft copy (electronic form) of the same in appropriate format for uploading the same through the online software of the UNODC in respect of Chapter II and Chapter V of the UNCAC.

B) Report on the State of Compliance of the Provisions of the UNCAC.

- i) To prepare a first draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in two separate parts, one in respect of the status as regards Chapter III, IV and Article 2 of UNCAC and another in respect of the status of Chapter II and Chapter V of UNCAC, for circulation to the concerned Ministries/Departments and agencies for comments.
- ii) Carry out and incorporate the modifications /changes in both the parts of the first draft report on the assessment of the state of compliance of the provisions of UNCAC, wherever considered necessary, on the basis of comments received from ministries/departments and required by the DOPT, before placing the draft report on public domain for comments of stakeholders including the civil society and private sector.
- iii) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the 1st draft report on the assessment of the state of compliance of the provisions of UNCAC in respect of Chapter III and Chapter IV of UNCAC.

- iv) Prepare and submit the 2nd draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in respect of Chapter III and Chapter IV of UNCAC after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT in respect of Chapter III and IV of UNCAC
- v) Make available adequate number of hard copies of the final report with all annexures on the state of compliance of the provisions of the as approved by the DOPT and a soft copy (electronic form) in appropriate format in respect of Chapter III and IV of the UNCAC. clearly indicating the gaps and remedial action to fill the gap.
- vi) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the 1st draft report on the assessment of the state of compliance of the provisions of UNCAC in respect of Chapter II and Chapter V of UNCAC.
- vii) Prepare and submit the 2nd draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in respect of Chapter II and Chapter V of UNCAC after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT
- viii) Make available adequate number of hard copies of the final report on the state of compliance of the provisions of the UNCAC as approved by the DOPT and a soft copy (electronic form) in appropriate format in respect of Chapter II and V of the UNCAC. clearly indicating the gaps and remedial action to fill the gap.

C) Furnish a monthly report, in the 1st week of every month, on the progress of the work done upto the end of previous month with first report being submitted immediately on the expiry of the 1st week of the month following the signing of the contract for the assignment by the Consultant.

The timelines for the deliverables is indicated in para 5.18 below.

Expected Time-frame [both cumulative and for specific activity] for completion of activities in the assignment, Agency Responsible

5.18 The entire assignment up to the stage of uploading the responses in SACL for transmission to UNODC and final report on the State of compliance of the provisions of UNCAC is being planned to be completed within 32 weeks commencing from the week of commencement of the work. The two segments of the project, namely,

preparation of the response to the Questionnaire in SACL and the report on compliance of the provisions of UNCAC covers four chapters, namely chapter II to Chapter V and Article 2 of Chapter I. As per the schedule of review of various chapters of UNCAC under the UNCAC review mechanism, assessment of Chapter III and Chapter IV by peer country experts will be done in the first cycle. India's review in the 1st cycle is scheduled from May 2013 in respect of Chapter III and IV. Therefore there is a need to prioritize the work relating Chapter III and Chapter IV in the entire assignment. This aspect has been kept in consideration while proposing the time frame for carrying out various individual tasks in the entire assignment. A suggestive time schedule [both cumulative and for each identified activity], agency responsible for the key tasks /activities in the assignment is indicated below:

[in weeks]

Activity	Description of Milestone	Time Schedule [Activity Specific]	Time Schedule [Cumulative]	Agency Responsible*
A1	Study of provisions of UNCAC and other related documents [Chapter II to V and Article 2]			Consultant
A2	Identification and analysis of domestic laws vis a vis requirements of UNCAC [Chapter II to V and Article 2]	7	7	
A3	Submission of first draft of SACL Response for circulation to ministry etc in respect of provisions of UNCAC [Chapter II to V and Article 2]	2	9	Consultant
A4	Tabulation and compilation of comments received from ministries and departments and placing in public domain in respect of Chapters II to V and Article 2 of UNCAC.	3	12	Consultant/ DOPT/Ministries Departments
A5	Public Consultation and participation of the consultant	5	17	DOPT /Consultant
A6	Tabulation and compilation of comments after public consultation of chapter III, IV and Article 2.	2	19	Consultant/ DOPT/Ministries Departments

A7	Submission of final draft of the responses to SACL for consideration of DOPT on chapter III ,IV and Article 2.	1	20	Consultant
A8	Corrections/modifications to the final draft of the responses to SACL of Chapter III, IV and Article 2 for uploading	1	21	Consultant/ DOPT/Ministries Departments
A9	Final Fair version of SACL on Chapter III,IV and Article 2 for uploading.	1	22	Consultant
A10	Tabulation and compilation of comments after public consultation of chapter II and V	2	24	Consultant/ DOPT/Ministries Departments
A11	Submission of final draft of the responses to SACL for consideration of DOPT on chapter II and V	1	25	Consultant
A12	Corrections/modifications to the final draft of the responses to SACL of Chapter II and V for uploading	1	26	Consultant/ DOPT/Ministries Departments
A13	Final Fair version of SACL on Chapter II and V for uploading	1	27	Consultant
B1	First Draft of the Report on State of Compliance of the provisions of the UNCAC in two parts.	25	25	Consultant
B2	Final Draft of the State of Compliance of the provisions of the UNCAC in two parts.	7	32	Consultant.

* Wherever the activity requires the compilation of comments/views etc, the Employer shall be responsible to ensure that the comments from the concerned agencies are received in time to facilitate the adherence to the overall timelines by the Consultant indicated against such activity.

Obligations of the Department of Personnel & Training.(DOPT) (the Employer), Government of India, the enlisting agency

5.19 The DOP&T will be responsible for the following:

- a) Constitute a core group consisting of representatives of the concerned Ministry/Department and agencies which would assist and co-ordinate with the agency in gathering inputs from other concerned Ministry/Department.
- b) Act as a nodal point for coordinating the work relating to the assignment and ensure timely responses to the clarifications and relevant information and documents that may be required for completing the assignment.
- c) Make available the documents/material related to the signing and ratification of UNCAC considered to be relevant in facilitating the carrying out of the assignment,
- d) To provide assistance to the consultants in organizing national level public consultations of stakeholders in four metropolitan cities of . Mumbai, Chennai, Kolkata and Delhi for eliciting their views on the draft Responses to the SACL.
- e) Take a final view as regards conflicts emanating from discussions with Ministries/Departments and accordingly facilitate and guide the enlisted agency to finalise the assignment and the decision of DOPT in respect of such issues will be final.

Section V

Part – II

TOR related information

- 1.** Names of different departments / ministries and different places where different tasks relating to the assignment are to be performed.

The task to be performed would essentially involve collection, compilation and analysis of information on UNCAC, relevant Domestic laws at the discretion of the Consultant. The assignment will also involve interaction with The Ministry of Home Affairs, Department of Economic Affairs, Department of Revenue, Department of Expenditure, Ministry of External Affairs, Ministry of Corporate Affairs, Ministry of Commerce, Ministry of Law and Justice, Directorate of Enforcement, Central Vigilance Commission, Central Bureau of Investigation, National Crime Records Bureau and State level Anti Corruption and Vigilance are some of the major departments of the Central Government with whom the Consultant would be required to interact. In the above context substantial portion of the Assignment /job will be Delhi based but wherever required the consultant would require to interact with the State Level implementation machinery.

- 2.** Procedure for review of the work of the consultant after award of contract including testing, validation, approval. The name and / or designation and address of the officials responsible for reviewing the work of the consultants may also be included here.

A Consultant Evaluation and Monitoring Committee with a representative from the Finance Department of the Employer will review the work of the consultant after award of the contract. Consultant will be required to furnish his reports at periodical intervals to apprise the progress made to the Consultant Evaluation .

- 3.** Expected input of key professionals and requisite expertise and number of key professional staff.

The requirement in terms of Educational Qualifications and Experience required has been spelt out in para 15 of Part II of DATA Sheet in Section II. It is expected that apart from the team leader two key professionals would be required besides the support staff.

4. Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified.

The proposed Schedule of completion of the Assignment with both cumulative target period and activity wise target period has been spelt out in para 5.18 of part I of Section V.

5. Background material including data available and to be provided to the consultant.

The responsibilities and obligations of DOPT and the Employer has been spelt out in para 5.19.

6. Facilities which can be provided to the consultants.

The responsibilities and obligations of DOPT and the Employer has been spelt out in para 5.19 in Part I of Section V

7. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders.

Nil

Section VI
DRAFT OF THE STANDARD FORM OF CONTRACT FOR CONSULTANT SERVICES

DRAFT LUMP SUM CONTRACT

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CONTRACT FOR CONSULTANTS' SERVICES (DRAFT)

Between

**[DEPARTMENT OF PERSONNEL AND TRAINING, MINISTRY OF
PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

(THROUGH ITS SECRETARY]

and

[name of the Consultant [to be filled up]]

Dated: -- --- 2013 [to be filled up]

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the **---- day of the month of ----, 2013**, between the **President of India acting through Secretary, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel and Training, Government of India, North Block, New Delhi**, (hereinafter called the "Employer"), of the First Part and, **[name of Consultant]** (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

- (a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated 22nd November 2012 issued by the Employer;
- (b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates
Appendix E: Duties of the "Employer"
Appendix F: Duties of the Consultant
2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

In presence of

1. For and on behalf of the President of India
[name of "Employer"]

(Witnesses)

(i)

[Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii)

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.
[name of member]
[Authorized Representative]
- 4 [name of member] [Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions:

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means, Team Leader, professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the job/assignment to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the "Consultant". The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract and Language:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The controlling Language for all matters relating to the meaning and interpretation of this contract shall be English.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, fax, e-mail to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location:

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authority of Lead Partner:

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties:

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. The Employer shall perform such duties in regard to deduction of such taxes as may be lawfully imposed. The Employer shall not be liable for any tax levied on the remuneration and allowances of the consultants as per this contact.

1.10 Fraud and Corruption

1.10.1 Definitions:

1.10.2 It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the

Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "**corrupt practice**" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "**collusive practices**" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.3 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.4 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer"'s notice to the Consultant instructing the Consultant to begin carrying out the Services.

2.2 Termination of Contract for failure to become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, 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.

2.3 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC., ie after the assignment/job has been completed and all payments have been made as specified in Appendix A and para 6.3 herein below.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties or their duly authorized

representatives. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) demobilize, or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to perform any of their obligations under this Contract including carrying out of services, to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of

suspension or within such further period as the "Employer" may have subsequently approved in writing.

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Evaluation/ Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merrit as

assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's" legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests:

The Consultant shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

(a)The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations

hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the Responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement Responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"s request, shall provide evidence to

the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring "Employer's" Prior Approval:

The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in **Appendix C**.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations:

The Consultant shall submit to the "Employer" the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Draft and the Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer":

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall

become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer"

Equipment, vehicles and materials, if any made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. Consultants' Personnel And Sub-Consultants

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in **Appendix C**. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

- 4.4 Removal and/or Replacement of Personnel:** (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request

specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all Additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager : If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

4.6 Rights and remedies of Employer

4.6.1 Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the Employer.

4.6.2 The Department shall not be liable for any consequences of or claims based upon any act of omission on the part of Employer.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions : Unless otherwise specified in the SC, the "Employer" shall use its best efforts to:

(a) Assist the Consultant, Sub-Consultants and Personnel in getting work permits and such other documents as may be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Assist in arranging for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions/advisories as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Employer": (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in **Appendix E**.

(a) Professional and support counterpart personnel, excluding "Employer"'s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in **Appendix D** as per the consultant's proposal to the Employer.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in **Appendix-D**.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 11.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment as specified in SC 11 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for

reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing, the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties and enforceable in any court of competent jurisdiction in New Delhi and the parties hereby waive any objections to or claims of immunity in respect of such enforcement. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8.5 In case of any dispute the court of jurisdiction will be a court of competent jurisdiction in New Delhi.

9. Liquidated Damages /Performance guarantee

9.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

9.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, the Employer may agree to grant suitable extension of time.

9.2.3 Encashment and Appropriation of Performance Security

The Employer shall have the right to invoke and appropriate the proceeds of the performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 9.2.

9.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 9.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal action including debarring for a specified period may also be initiated as per policy of the Employer.

9.4 Performance Bank Guarantee

The successful bidder shall at its own expense deposit with the Employer, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to the MOIA, payable on demand, for the due performance and fulfillment of the contract by the bidder in the format contained in **Appendix G**. The Performance Bank Guarantee will be 10% of the total cost of the project. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The PBG shall be valid till 180 days after completion of tenure of contract. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of Employer. In the event of the bidder being unable to service the contract for whatever reason, the Employer would be entitled to invoke the PBG. Notwithstanding and without prejudice to any other and further whatsoever rights whatsoever of the Employer under the contract in the matter, the proceeds of the PBG shall be payable to the Employer and may be applied by Employer towards compensation for the bidder's failure to perform/comply with its obligations under the contract. The Employer shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default. Before invoking the PBG, the vendor will be given an opportunity to represent before the Employer. The decision of the Employer on the representation given by the Consultant shall be final and binding.

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed, engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, clauses in the General Conditions of Contract
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1. **1.5** The addresses are:

1. "Employer" : DOPT
Attention : Shri
Facsimile :
2. Consultant :
Attention :
Facsimile :

2. 1.7 {Lead Partner is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

3. 1.8 The Authorized Representatives are:

For the "Employer":

For the Consultant:

4. 2.1 Effectiveness of the Contract.

This contract shall come into force and effect within 10 days from the date of notice to the consultant for commencement of work.

5. 2.2

If this contract does not become effective within 45 days from the date of notice for commencement of work as indicated in para 6 below 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

6. 2.3

The Consultant shall begin carrying out the Services not later than 15 working days from the date of issue of notice for commencement of work.

7. 2.4

This contract unless terminated earlier pursuant to clause GC 2.9 hereof, shall expire at the end of 12 months after the effective date mentioned in para 4 in SC hereinabove or after completion of tasks assignment by the Consultant to the satisfaction of the Employer and clearance of all legitimate dues to the consultant by the employer whichever is later.

8 4.6 {The person designated as resident Team Leader in Appendix C
shall serve in that capacity, as specified in Clause GC 4.6.}

[To be filled up later]

9

{ 5.1 }

The DOP&T will be responsible for the following:

- f) Constitute a core group consisting of representatives of the concerned Ministry/Department and agencies which would assist and co-ordinate with the agency in gathering inputs from other concerned Ministry/Department.
- g) Act as a nodal point for coordinating the work relating to the assignment and ensure timely responses to the clarifications and relevant information and documents that may be required for completing the assignment.
- h) Make available the documents/material related to the signing and ratification of UNCAC considered to be relevant in facilitating the carrying out of the assignment,
- i) To provide assistance to the consultants in organizing national level public consultations of stakeholders in four metropolitan cities of . Mumbai, Chennai, Kolkata and Delhi for eliciting their views on the draft Responses to the SACL.
- j) Take a final view as regards conflicts emanating from discussions with Ministries/Departments and accordingly facilitate and guide the enlisted agency to finalise the assignment and the decision of DOPT in respect of such issues will be final.

[This is reproduction of para 5.19 of RFP in Section V]

10 6.1 (b) The ceiling in local currency is: [to be filled up later after finalization of consultant]

11. 6.3 Terms of payment

1. Payment will be made based as indicated below and every payment shall be subject to acceptance of report or deliverables linked to that payment:

Description of Milestone	Periodicity of Report	Time for submission [At the end of Weeks from the date of commencement of work]	Payment (as % of the total service cost)

Monthly Progress Report on the Assignment- Activity wise	monthly	Last week of the month every month ending from the month of signing of the contract	Not Linked
Submission of first draft of SACL Response for circulation to ministry etc in respect of provisions of UNCAC [Chapter II to V]	Once	7	10
Submission of statement of Tabulation and compilation of comments received from ministries and departments and placing in public domain in respect of Chapters II to V of UNCAC.	Once	12	10
Submission of statement of Tabulation and compilation of comments after public consultation of chapter III and IV	Once	19	----
Submission of final draft of the responses to SACL for consideration of DOPT on chapter III and IV	Once	20	
Final Fair version of SACL on Chapter III and IV uploaded	Once	22	15
Submission of Tabulation and compilation of comments after public consultation of chapter II and V	Once	24	----
Submission of final draft of the responses to SACL for consideration of DOPT on chapter II and V	Once	25	---

Final Fair version of SACL on Chapter II and V uploaded	Once	27	15
First Draft of the Report on State of Compliance of the provisions of the UNCAC	25	25	
On submission of Final Draft of the State of Compliance of the provisions of the UNCAC	7	32	30
On acceptance of the reports of the final draft of the		36	20

14. 8.3

The Arbitration proceedings shall take place in Delhi in India.

Binding signature of Employer Signed by _____
(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(for and on behalf of _____) duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of
_____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES [See para 5.16]

The tasks to be performed by the selected agency will include the following:

The requirements envisaged in the Convention are covered under a number of existing domestic laws and administrative initiatives falling within the domain of different Ministries /Departments of the Government of India and other Governmental agencies. Some of the major domestic acts/laws closely linked to the various provisions of the Convention include, Prevention of Corruption Act 1988, Indian Penal Code, Criminal Procedure Code, Prevention of Money Laundering Act, Right to Information Act, Extradition Act, Companies Act, Central Vigilance Commission Act, Delhi Special Police Establishment Act, Banking Laws etc. These are dealt with and administered in different Ministries/Departments, viz., Ministry of Home Affairs, Ministry of Finance (All the three departments and Department of Financial Services), Ministry of Law and Justice, Ministry of External Affairs, Ministry of Corporate Affairs, Department of Personnel and Training, Central Vigilance Commission and Central Bureau of Investigation, Directorate of Enforcement etc. As the States have their own vigilance administration mechanism and police set up to control crimes and implement the provisions of the criminal law there may also be a need to interact and get inputs from state level implementing agencies, where ever necessary.

5.15 The scope of assignment and tasks to be performed by the selected agency will include the following:

- i) Study and analyse the provisions of the United Nations Convention Against Corruption and assess the nature and extent of obligations imposed on the State Parties by the Convention after taking into consideration, *inter alia*:
 - f) the guidelines for policy makers contained in the Legislative Guide which can be accessed through the link : http://www.unodc.org/documents/treaties/UNCAC/Publications/LegislativeGuide/06-53440_Ebook.pdf
 - g) the guidelines for practitioners contained in the Technical Guide which can be accessed through the link : http://www.unodc.org/documents/treaties/UNCAC/Publications/TechnicalGuide/09-84395_Ebook.pdf
 - h) the discussions contained in the ‘Travaux of Préparatoires’ at the time formulating the provisions of the Convention which can be

accessed through the link :
http://www.unodc.org/documents/treaties/UNCAC/Publications/Travaux/UNCAC_Travaux_Preparatoires_-_English.pdf

- i) the observations in the executive summaries of reports on the status of implementation where ever available and relevant to the Indian context, in respect of the State Parties which have already undergone a peer review in the first cycle
- j) any other material which in the opinion of the agency is considered relevant in assessing the nature and type of obligations imposed on the State Party in the Indian context.
- ii) Identify the relevant provisions from the wide spectrum of existing domestic laws/rules/regulations and other administrative measures including the Acts illustrated in para 5.14 above; document examples of good practices and relevant statistics and judicial precedents in support of the implementation of the provisions of UNCAC ;and, hold public consultation with Stakeholder groups including private sector and civil society and factor in their comments/views to the extent considered relevant,
- v) Formulate India's responses to the questionnaire in SACL based on the above results. The Consultant will also factor in, the latest anti corruption initiatives which have matured or are in the pipeline, while finalizing the responses as well as the report referred to in (iv) below.
- vi) Make an assessment of the state of compliance of the provisions of UNCAC based on the results of the tasks indicated in (i) and (ii) above, inputs of anti corruption initiatives in pipeline and furnish a report thereon indicating the gaps in compliance of UNCAC provisions, if any along with suggestion on remedial measures.
- v) In the course of undertaking the tasks of identification etc as required under (ii) to (iv) above, the agency will with the assistance and guidance of DOPT be required to:
 - e) Interact with concerned Ministries/Departments, including but not limited to, Ministry of Finance and its Departments, Ministry of Home Affairs, Ministry of External Affairs, Ministry of Law & Justice, Ministry of Corporate Affairs as also the Central Vigilance Commission and the Central Bureau of Investigation, wherever, necessary, the State Level Implementing Agencies, to gather inputs and/or clarifications, in respect of the legislations administered/measures taken by them with specific references to the requirements laid down under the UNCAC and the deliverables.

- f) Interact and gather inputs, if necessary, from relevant sources including the National Crime Records Bureau to support the level and extent of implementation of the Anti Corruption laws at the ground level.
 - g) Interact and gather inputs as may be necessary from any other source or agency which will facilitate the preparation of appropriate and effective responses to the SACL and the report of compliance of provisions of UNCAC;
 - h) To undertake public consultations for eliciting views /comments on the draft responses to 'SACL' and to explain the particular stand taken in the draft responses to the 'SACL and on the report of State of Compliance of the provisions of UNCAC'
- vi) Any other specific task as considered necessary to be assigned by the DOPT to ensure the deliverables indicated in para 5.17 below.

APPENDIX B - REPORTING REQUIREMENTS [See para 5.18-5.19 in Section V of RFP]

Activity	Description of Milestone	Time Schedule [Activity Specific]	Time Schedule [Cumulative]	Agency Responsible*
A1	Study of provisions of UNCAC and other related documents [Chapter II to V and Article 2]			Consultant
A2	Identification and analysis of domestic laws vis a vis requirements of UNCAC [Chapter II to V and Article 2]	7	7	
A3	Submission of first draft of SACL Response for circulation to ministry etc in respect of provisions of UNCAC [Chapter II to V and Article 2]	2	9	Consultant
A4	Tabulation and compilation of comments received from ministries and departments and placing in public domain in respect of Chapters II to V and Article 2 of UNCAC.	3	12	Consultant/ DOPT/Ministries Departments
A5	Public Consultation and participation of the consultant	5	17	DOPT /Consultant
A6	Tabulation and compilation of comments after public consultation of chapter III, IV and Article 2.	2	19	Consultant/ DOPT/Ministries Departments
A7	Submission of final draft of the responses to SACL for consideration of DOPT on chapter III ,IV and Article 2.	1	20	Consultant
A8	Corrections/modifications to the final draft of the responses to SACL of Chapter III, IV and Article 2 for uploading	1	21	Consultant/ DOPT/Ministries Departments

A9	Final Fair version of SACL on Chapter III,IV and Article 2 for uploading.	1	22	Consultant
A10	Tabulation and compilation of comments after public consultation of chapter II and V	2	24	Consultant/ DOPT/Ministries Departments
A11	Submission of final draft of the responses to SACL for consideration of DOPT on chapter II and V	1	25	Consultant
A12	Corrections/modifications to the final draft of the responses to SACL of Chapter II and V for uploading	1	26	Consultant/ DOPT/Ministries Departments
A13	Final Fair version of SACL on Chapter II and V for uploading	1	27	Consultant
B1	First Draft of the Report on State of Compliance of the provisions of the UNCAC in two parts.	25	25	Consultant
B2	Final Draft of the State of Compliance of the provisions of the UNCAC in two parts.	7	32	Consultant.

* Wherever the activity requires the compilation of comments/views etc, the Employer shall be responsible to ensure that the comments from the concerned agencies are received in time to facilitate the adherence to the overall timelines by the Consultant indicated against such activity.

APPENDIX C & D – Total COST OF SERVICES [to be filled up after final selection of the consultant]

[In Rupees]

APPENDIX E - DUTIES OF THE "EMPLOYER" [subject to change if necessary at the time final selection of consultant]

The DOP&T and the Employer will be responsible for the following:

- I. Constitute a core group consisting of representatives of the concerned Ministry/Department and agencies which would assist and co-ordinate with the agency in gathering inputs from other concerned Ministry/Department.
- II. Act as a nodal point for coordinating the work relating to the assignment and ensure timely responses to the clarifications and relevant information and documents that may be required for completing the assignment.
- III. Make available the documents/material related to the signing and ratification of UNCAC considered to be relevant in facilitating the carrying out of the assignment,
- IV. To hold national level public consultations of stakeholders in four metropolitan cities of . Mumbai, Chennai, Kolkata and Delhi for eliciting their views on the draft Responses to the SACL.
- V. Take a final view as regards conflicts emanating from discussions with Ministries/Departments and accordingly facilitate and guide the enlisted agency to finalise the assignment and the decision of DOPT in respect of such issues will be final.
- VI. It will be duty of the employer to ensure the approvals of the drafts and furnishing of comments on the drafts within the timelines agreed to.

APPENDIX F - DUTIES OF THE "CONSULTANT"

Deliverables and obligations of the agency finally selected

The deliverables and the obligations on the part of the consultant Agency will be:

- B. In respect of Responses to the Questionnaire contained in the SACL
 - j) Prepare and submit the first draft of the responses duly filled in the questionnaire contained in the SACL with supporting documents (both in soft and adequate number of hard copies) in two parts, one part in respect of Chapter III, Chapter IV of UNCAC and Article 2 and another in respect of Chapter II and Chapter V of UNCAC, for circulation to the concerned Ministries/Departments and agencies for comments.
 - k) Carry out and incorporate the modifications /changes in both the parts of the first draft of the responses to the SACL, wherever considered necessary on the basis of comments received from ministries/departments and required by the DOPT, before placing on public domain for comments of stakeholders including the civil society and private sector.
 - l) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the draft responses to SACL placed in public domain in respect of Chapter III , Chapter IV and Article 2 of the UNCAC;
 - m) Prepare and submit the 2nd draft of the responses in the SACL after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT in respect of Chapter III, Chapter IV and Article 2 of UNCAC
 - n) Make available adequate number of hard copies of the final responses to the SACL as approved by the DOPT and a soft copy (electronic form) in appropriate format for uploading the same through the online software of the UNODC in respect of Chapter III, Chapter IV and Article 2 of the UNCAC.
 - o) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the draft responses to SACL placed in public domain in respect of Chapter II and Chapter V of the UNCAC;
 - p) Prepare and submit the 2nd draft of the responses in the SACL after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT in respect of Chapter II and Chapter V of UNCAC

- q) Make available adequate number of hard copies of the final responses to the SACL with all annexures as approved by the DOPT and a soft copy (electronic form) of the same in appropriate format for uploading the same through the online software of the UNODC in respect of Chapter II and Chapter V of the UNCAC.

B) Report on the State of Compliance of the Provisions of the UNCAC.

- r) To prepare a first draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in two separate parts, one in respect of the status as regards Chapter III, IV and Article 2 of UNCAC and another in respect of the status of Chapter II and Chapter V of UNCAC, for circulation to the concerned Ministries/Departments and agencies for comments.
- ii) Carry out and incorporate the modifications /changes in both the parts of the first draft report on the assessment of the state of compliance of the provisions of UNCAC, wherever considered necessary, on the basis of comments received from ministries/departments and required by the DOPT, before placing the draft report on public domain for comments of stakeholders including the civil society and private sector.
- ix) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the 1st draft report on the assessment of the state of compliance of the provisions of UNCAC in respect of Chapter III and Chapter IV of UNCAC.
- x) Prepare and submit the 2nd draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in respect of Chapter III and Chapter IV of UNCAC after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT in respect of Chapter III and IV of UNCAC
- xi) Make available adequate number of hard copies of the final report with all annexures on the state of compliance of the provisions of the as approved by the DOPT and a soft copy (electronic form) in appropriate format in respect of Chapter III and IV of the UNCAC. clearly indicating the gaps and remedial action to fill the gap.
- xii) Compile the comments/suggestions received from the various stakeholders during public consultations and factor in the same ,as are considered relevant, in the 1st draft report on the assessment of the state of compliance of the provisions of UNCAC in respect of Chapter II and Chapter V of UNCAC.

- xiii) Prepare and submit the 2nd draft of the report on the assessment of the state of compliance of the provisions of UNCAC clearly indicating the gaps and remedial action to fill the gap, in respect of Chapter II and Chapter V of UNCAC after factoring in the modifications required based on the comments received from stakeholders for consideration and acceptance by the DOPT
- xiv) Make available adequate number of hard copies of the final report on the state of compliance of the provisions of the UNCAC as approved by the DOPT and a soft copy (electronic form) in appropriate format in respect of Chapter II and V of the UNCAC. clearly indicating the gaps and remedial action to fill the gap.

C) Furnish a monthly report, in the 1st week of every month, on the progress of the work done upto the end of previous month with first report being submitted immediately on the expiry of the 1st week of the month following the signing of the contract for the assignment by the Consultant.

Appendix G

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
The President of India

WHEREAS (Name and Address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of contract no..... dated to provide Consultancy services for the Project „Modernised Costing System of Department of Posts (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee shall be valid until the day of, 201...
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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