

**File No. 19/1/2009 –CIC/Admn**

**CENTRAL INFORMATION COMMISSION**

**A**

**REQUEST FOR PROPOSAL**

**FOR**

**PREPARATION OF ANNUAL REPORT**

**OF THE CENTRAL INFORMATION COMMISSION**

**FOR THE YEAR 2008-09**

**CENTRAL INFORMATION COMMISSION**

**2<sup>nd</sup> Floor, August Kranti Bhavan,**

**Bhikaji Cama Place**

**NEW DELHI 110 066**

**Website <http://cic.gov.in>**

## **TABLE OF CONTENTS**

<b>Sl.</b>		<b>Page no.</b>
<b>1.0</b>	<b>Definitions</b>	<b>3</b>
<b>2.0</b>	<b>Invitation to Bid</b>	<b>4</b>
<b>3.0</b>	<b>Terms of Reference</b>	<b>5-6</b>
<b>4.0</b>	<b>Instructions to Bidders</b>	<b>7-10</b>
<b>5.0</b>	<b>General Terms and Conditions</b>	<b>11- 13</b>
<b>6.0</b>	<b>Forms and Schedules</b>	<b>14- 21</b>

## **1.0 Definitions**

In this document, the following terms shall have respective meanings as indicated:

1. "CIC" shall mean Central Information Commission, New Delhi. The term CIC includes successors and assigns of CIC.
2. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written amendments and/ or clarifications issued by CIC in respect of the RFP.
3. "Authorized Representative/Agency" shall mean any person/agency authorized by CIC.
4. "Contract" shall mean the Purchase Order placed by CIC on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
5. "Specifications" shall mean and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents
6. "Bidder" means the firm offering the solution(s), services and / or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Supplier", on whom CIC places Purchase Order for Delivery of services.
7. "Party" shall mean CIC or Bidder individually and "Parties" shall mean CIC and Bidder collectively.
8. "Services" means requirements defined in the Request for Proposal including all necessary additional services associated thereto to be delivered by the Supplier.
9. "Installation" means the supplier's written notification that the system required for delivery of the desired "Services" has been installed by the Supplier in accordance with requirements and the project plan, and is ready for the acceptance testing.
10. "Final Acceptance" means the CIC's written certification that the Annual Report delivered has been verified as satisfactory in accordance with the defined Specifications.
11. "Intellectual Property Right", also called "IPR", means any and all copyrights, moral rights, trademarks, patent, and other intellectual proprieties.
12. "Law" or "Legislation" - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central or State Government or regulatory authority or political subdivision of government agency including CIC.
13. "Third Party Agency" shall mean any agency appointed by CIC for monitoring, evaluating or making an assessment of the implementation of the Contract.

## **2.0 Invitation to Bid**

2.1 CIC invites sealed bids from reputed firms/ companies / Institutes for preparation of the “Annual Report 2008-09” as envisaged in Sec 25 of the RTI Act through this Request for Proposal (RFP).

2.2 Bids must be delivered to the address given below on or before **05/02/2010 3.30 PM**. Late bids will be rejected. All bids must be accompanied by a Bid Security of Rupees 7,000/- (Rupees seven thousand only) in the form of a Bank Guarantee in the prescribed format as given in section 6 of the RFP. This should be valid for a period of 6 months from the date of opening of bid. Bids will be opened in the presence of bidders’ or their representatives who choose to attend at the address given below on **05/02/2010 at 4.00 PM**. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier or makes any modification in the terms of conditions of the tender which are not acceptable to this Commission then the Govt. shall, without prejudice to any other right or remedy, is at liberty to forfeit bid security absolutely.

Administrative Officer  
Central Information Commission (CIC)  
Room No. – 304,  
2<sup>nd</sup> Floor, August Kranti Bhavan  
Bhikaji Cama Place, New Delhi – 110066  
Tel: 011-26105041, Telefax: 011 – 26180517  
Website: <http://cic.gov.in>

### 3. TERMS OF REFERENCE (TOR)

#### 3.1 Introduction

The Right to Information Act, 2005 (referred hereafter as the Act) provides for setting out a practical regime of right to information for citizens to secure access to information under the control of public authorities, in order to promote transparency and accountability in the working of every public authority. Under Section 12 of the Act, Central Government has set up the Central Information Commission.

#### 3.2 Objective

Under Section 25 of the Act the Central Information Commission is expected to prepare annual report and submit it to the Parliament. Section 25 of the Act reads as follows:-

*'25. (1) The Central Information Commission or State Information Commission, as the case may be, shall, as soon as practicable after the end of each year, prepare a report on the implementation of the provisions of this Act during that year and forward a copy thereof to the appropriate Government.*

*(2) Each Ministry or Department shall, in relation to the public authorities within their jurisdiction, collect and provide such information to the Central Information Commission or State Information Commission, as the case may be, as is required to prepare the report under this section and comply with the requirements concerning the furnishing of that information and keeping of records for the purposes of this section.*

*(3) Each report shall state in respect of the year to which the report relates,—*

*(a) the number of requests made to each public authority;*

*(b) the number of decisions where applicants were not entitled to access to the documents pursuant to the requests, the provisions of this Act under which these decisions were made and the number of times such provisions were invoked;*

*(c) the number of appeals referred to the Central Information Commission or State Information Commission, as the case may be, for review, the nature of the appeals and the outcome of the appeals;*

*(d) particulars of any disciplinary action taken against any officer in respect of the administration of this Act;*

*(e) the amount of charges collected by each public authority under this Act;*

*(f) any facts which indicate an effort by the public authorities to administer and implement the spirit and intention of this Act;*

*(g) recommendations for reform, including recommendations in respect of the particular public authorities, for the development, improvement, modernization, reform or amendment to this Act or other legislation or common law or any other matter relevant for operationalizing the right to access information.*

*(4) The Central Government or the State Government, as the case may be, may, as soon as practicable after the end of each year, cause a copy of the report of the Central Information Commission or the State Information Commission, as the case may be, referred to in sub-section (1) to be laid before each House of Parliament or, as the case may be, before each House of the State Legislature, where there are two Houses, and where there is one House of the State Legislature before that House.*

*(5) If it appears to the Central Information Commission or State Information Commission, as the case may be, that the practice of a public authority in relation to the exercise of its functions under this Act does not conform with the provisions or spirit of this Act, it may give to the authority a recommendation specifying the steps which ought in its opinion to be taken for promoting such conformity. The report will inter-alia contain all the details of the Ministries and / or Departments of the Central Government as envisaged under section 25 of the Act.'*

### **3.3 Outline of Task**

For collecting this information the Commission is writing separately to all Ministries and departments. The Commission has desired to engage a firm/ company/ institute to take up the following tasks on behalf of the Commission for preparing its Annual Report:-

- a) Perusing with all ministries/ departments of Government of India for collecting the information required for preparation of the report as outlined in the above mentioned circulars of the Commission,
- b) In case the information is received in hard copy, Key it in on computer appropriately for preparation of the report,
- c) Collating the information collected thereof for its brief Analysis for incorporating it in the report,
- d) Prepare the information in a presentable form for the report,
- e) Assist in preparation of the report in English.

### **3.4 Schedule for the completion of Task**

The report must be ready within 2 ½ months of signing/ placement of Contract/Purchase Order.

### **3.5 Inputs to be provided by the Commission**

- a) A [manual](#) of the web based Computer software for collecting the information from Central Ministries/Departments. This has been placed on <http://cic.gov.in/rtiar/login.asp>
- b) [List of Central Ministries/Departments](#) from whom the information has to be collected
- c) Letters written to all the Ministries/Departments for getting information for the Report.
- d) Response received from the Ministries and Departments available with the Commission.
- e) Technical guidance about the RTI Act, if required.
- f) A sample of Annual Report of the Central Information Commission submitted to the Parliament in 2006-07 & 2007-08.

## **4.0 Instructions to Bidders**

### **4.1 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation, submission and processing of its bid, and CIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **4.2 Composition of the RFP**

The RFP document includes:

- a) Terms of Reference including Scope of work
- b) Instructions to Bidders
- c) General Terms and Conditions
- d) Forms and Schedules

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a Bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. This is a Nil Deviation tender and no deviations from the terms and conditions specified in this RFP document would be expected. Any addition of any new terms, conditions, or assumptions may result in rejection of the bid.

### **4.3 Documents Constituting the Bid**

(a) The bidder shall submit its bids which are in accordance with the specifications and requirements.

(b) The Bid being submitted by the Bidder shall have the following documents:

- a) Bid Letter Form,
- b) Authorization Letter from competent authority of the organization to sign the Bid document,
- c) Bank Guarantee towards Bid Security as per format given in Section 6,
- d) Organizational, Financial and Technical Capabilities as prescribed in Section 6
- e) Detailed specifications and configuration of Infrastructure that bidder intends to use for preparation of the Annual Report of the Commission
- f) Income Tax, Service Tax, Works Contract Tax clearance certificates, bank's certificate of solvency and a statement from their bank certifying their financial capability to undertake the project or any other clearances required for taking this contract
- g) Clause by clause compliance statement for all clauses/ sections of the RFP.
- h) Proposed time schedule of various activities of the project with a PERT or a similar chart.
- i) Any other information deemed necessary by the bidder or sought by the Commission.
- j) Proposed cost of Preparation of the Annual Report as per Cost sheets in Section 6.
- k) Any additional information required as per the RFP document. The Commission may at its discretion ask for revision of bid(s).

#### **4.4 Bid Forms**

Wherever a specific form is prescribed in the Bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information. The Commission shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

#### **4.5 Bid Price**

(a) The bidder shall indicate the prices in Indian Rupees only as per the format provided in section 6 of the RFP while quoting rate per unit against each item.

(b) Unit and total prices of Manpower and infrastructure to be used for the Report Writing shall be quoted inclusive of all taxes and duties, and all other cost incidental thereto.

(c) Prices quoted by the bidder shall be fixed. Bids submitted with adjustable price quotations will be rejected.

(d) Once quoted, the bidder shall not be allowed to make any changes in the prices offered. Such price changes shall render the bid liable for rejection. However, CIC, at its discretion, may ask for revision of price bid(s).

(e) The bidder's pricing shall take into account the following aspects

i) The price should contain the all-inclusive price and costing details as per the Cost Sheet format provided.

ii) Delivery of final draft of the Annual Report of the Commission shall be the responsibility of the bidder.

#### **4.6 Bid Security**

(a) The Bidder shall furnish a Bid Security for the amount of Indian Rupees 7,000/- (Rupees seven thousand only) in form of a Bank Guarantee in favour of 'Central Information Commission, New Delhi', issued by a scheduled bank in India and having at least one branch office in New Delhi, India and valid for a period of 6 months from the due date of opening of bid.

(b) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid validity.

(c) The successful Bidder's Bid Security will be discharged upon the Bidder on furnishing the Performance Security of the amount for which work is awarded.

(d) The Bid Security may be forfeited either in full or in part, at the discretion of CIC, on account of one or more of the following reasons:

(i) The Bidder withdraws the Bid offer during the period of validity specified in the RFP,

(ii) Bidder does not respond to requests for clarification of the Bid offer,

(iii) Bidder fails to co-operate in the Bid evaluation process,

(iv) In case of a successful Bidder, the said Bidder fails to:

a) Sign the Contract Agreement in time; or

b) Furnish the Performance Security

The Bank Guarantee towards Bid Security and Performance security should be provided using the format provided in section 6 of the RFP.

#### **4.7 Period of Validity of Bids**

- (a) Bids shall remain valid for a period of 3 months from the due date of bid opening. Any Bid valid for a shorter period shall be rejected as non-responsive
- (b) In exceptional circumstances, CIC may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request shall not be permitted to modify the Bid.

#### **4.8 Format and Signing of Bid**

- (a) The bidder shall prepare two copies of the bid, clearly marking each "ORIGINAL" and "COPY". In the event of any discrepancy between them, the original shall govern.
- (b) The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or by a person duly authorized to bind the bidder to the Bid. The person signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- (c) Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person signing the bid.
- (d) All pages of the bid should be serially numbered.

#### **4.9 Sealing and Marking of Bid**

- (a) Bidder shall submit their bids in sealed envelopes superscribed with the RFP reference number, due date & time, Project name and nature of bid.
- (b) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (c) If these envelopes are not sealed and marked as required, CIC will assume no responsibility for the bid's misplacement or premature opening.

#### **4.10 Bid Due Date**

- (a) Bid must be received by CIC at the address given in Invitation to Bid not later than **05/02/2010 at 3:30 PM**. Bids received after this deadline will be rejected and returned to the bidder unopened.
- (b) CIC may, at its discretion, on giving reasonable notice extend the bid due date, in which case, all rights and obligations of CIC and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date or deadline as extended.

#### **4.11 Pre-Bid Conference & Queries from Bidders**

No Pre-Bid conference will be held. Prospective bidder requiring any clarification of the RFP document may notify CIC in writing by fax/ email/ post at the address given in Invitation to Bid. However, Bidders should ensure that their queries, if any, should reach CIC not later than 7 working days before the due date of bid submission. Any queries received after this date shall not be entertained. These shall be attended to expeditiously.

#### **4.12 Opening of Bids**

Bids will be opened on **05/02/2010** at **1600 hrs**, at the address given in Invitation to Bid. Bidder's representatives (Maximum 2) may attend the bid opening on production of an authorization letter from the bidder. The Bidders' names, Bid modifications or withdrawals and such other details as CIC may consider appropriate, will be announced at the time of bid opening.

#### **4.13 Award of Contract**

CIC will award the contract to successful bidder whose bid has been determined to be responsive, determined to be most competitive and found to be qualified to perform the contract satisfactorily. CIC shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid wholly or in part.

#### **4.14 CIC's right to Reject Any or All Bids**

CIC reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

#### **4.15 Notification of Successful Bidder(s) and Acceptance by Successful Bidder(s)**

(a) Prior to expiration of the period of Bid validity, CIC will notify the successful Bidder(s) in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).

(b) Within 7 days of receipt of such intimation, the successful Bidder(s) shall give its acceptance to CIC and submit the required Performance Security.

(c) Upon receipt of Performance Security, CIC will issue a Purchase Order and subsequently may enter into a contract with the successful bidder(s).

## **5. General Terms and Conditions**

### **5.1 General Information**

During the evaluation process, CIC reserves the right to request additional information or clarification from bidders. Such request and response to the same shall be purely of a clarifying nature, with no impact on the substantive content, quality or cost of the services offered. The terms and conditions in this tender document shall prevail unless otherwise modified by CIC as an Addendum to this tender document. CIC reserves the right to reject, in whole or in part, any bid, which does not comply with such terms and conditions. CIC reserves the right to retain all bids submitted and to use any ideas in a bid, regardless of whether that bid is selected. Submission of a bid indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the bid submitted, and confirmed in any resulting contract between CIC and the firm selected.

### **5.2 Submission and Withdrawal of Bid**

Bids are to be submitted in sealed envelopes, marked and addressed as directed under Invitation to Bid and Instructions to Bidders. Failure to do so may result in premature opening of, or a failure to open such bids. Bids transmitted by fax or email will not be accepted for consideration. Bidders mailing bids should allow sufficient mail delivery period, to ensure timely receipt of their bids by CIC. Bids received after the closing date and time will be immediately disqualified. If erasures or other changes appear on the document, the person signing the bid must put an initial at each erasure or change. Bids may be withdrawn by written request received from the bidder prior to the closing date and time.

### **5.3 Preparation of Bid**

Bids shall be prepared as per the following guidelines:

- 1) All bids should be complete and carefully worded and must convey all of the information requested by CIC. If errors or exceptions are found in the bidder's offer, or if the bid fails to conform to the requirements of the RFP, CIC will be the sole judge as to whether that variance is significant enough to reject the bid.
- 2) Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at no cost" for CIC internal use. CIC reserves the right to reproduce bids for internal use in the evaluation process.
- 3) All documentation submitted with each part of the bid should be bound in that single volume. Documentation shall include format for the Annual Report of the Commission proposed by the Bidder.
- 4) This is a Nil Deviation tender and any deviations from the terms and conditions specified in this RFP document and/ or addition of any new terms, conditions, or assumptions may result in rejection of the bid. Any deviations in the original bid document submitted will not be allowed to be subsequently expunged or withdrawn by the bidder and will lead to rejection of the bid.

- 5) The bidder is solely responsible for all costs and expenses associated with the preparation of the bid, and of any supplementary presentations (including any oral presentation) requested by CIC.
- 6) Bids must be made in the official name of the firm, or corporation under which the business is conducted (showing official business address), and must be signed in ink by a person duly authorized, to legally bind the business entity submitting the bid.

#### **5.4 Amendment of RFP**

At any time prior to the deadline for submission of bids, CIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP by an addendum. All Bidders who had submitted bids to the Commission will be notified of the amendment(s) in writing, and these will be binding on them. The addendum will also be communicated by fax / mail to the bidder who has to acknowledge receipt of the addendum.

In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bids, CIC, at its discretion, may extend the deadline for the submission of bids.

#### **5.5 Selection Process**

A selection committee will review and analyze all bids in order to rate the bids. The selection shall be made in order of preference, based on the criteria included under Instruction to Bidders. CIC, at its discretion, may request oral presentations or discussions with any or all bidders, for the purpose of clarification, or to amplify the material presented in any part of the bid. However, bidders are cautioned that this provision is not mandatory; and therefore, all bids should be complete and concise, and reflect the most favorable terms available from the bidder.

A presentation may be requested by CIC to the bidder and failure to make the presentation, if requested, may lead to the bid being rejected. If CIC determines that interviews are necessary to make the selection, they will be scheduled with the bidders and held at CIC office. The cost of such presentations shall be borne solely by the bidder.

#### **5.6 Examination and Evaluation of Bids**

Bids without a valid bid security in the prescribed format will be rejected.

(a) CIC may at its discretion discuss with Bidder(s) representative available at this stage to clarify contents of bids.

(b) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and CIC shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If there is a carry-forward mistake/ discrepancy between the Summary Sheet and detailed Sheets of the Financial Bid, the prices quoted in Summary Sheet will be corrected as per prices quoted in the Detailed Sheet. If the bidder does not accept the correction of errors, his bid shall be rejected.

(c) The lowest bidder in financial bid (L1) subject to compliance of all requirement of RFP/Tender shall be considered for award of the contract, however, CIC reserves it's right for awarding the contract to any bidder other than L-1.

### **5.7 Performance Security**

After the tender for the work has been accepted, the same shall be communicated to the successful tenderer, hereinafter referred to as the contractor. He shall deposit an amount equal to 5% of the tendered and accepted value of the work as Performance Security form of an irrevocable bank guarantee of any schedule bank or the State Bank of India in the prescribed form given in Annexure within 15 days from the date of issue of the acceptance letter.

## 6. Forms and Schedules

### 6.1 Bid Letter Form

From

(Registered name and address of the Bidder.)

To

Jt. Secretary & Addl. Registrar,  
Central Information Commission,  
4th Floor, Block IV,  
Old JNU Campus,  
New Delhi – 110 062

Sir,

Having examined the bidding documents, we the undersigned, offer to provide Services including all additional services associated thereto, also called the “Services” as detailed in the bidding document in response to your Request For Proposal No. **19-01-2009 –Admn-CIC dated -----**.

We declare that we comply to all the terms and conditions specified in this RFP document and that our bid offer will be rejected in case of any deviation from tender terms in our bid offer.

We undertake to:

1. Maintain validity of the Bid for a period of 3 months from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Provide Services for preparation and printing of the Annual report to the satisfaction of the Chief Information Commissioner of the Commission from the date of Final Acceptance.
3. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).
4. Until a formal Contract/Purchase Order is prepared/issued and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract on us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

### **Signature and Seal of Bidder**

(Signatures with name, address and designation of a duly authorized person authorized to sign on behalf of the bidder)

Witness: .....

(Signatures with name, address)

## 6.2 Bid Security Form

Whereas .....(hereinafter called “the Bidder”) has submitted his bid dated..... for the delivery of Services as detailed in your Request For Proposal No. .... dated ..... including all additional services associated thereto to be delivered by the Supplier (hereinafter called “the Bid”).

Know All men by these presents that WE.....(Branch Name) of.....(Bank Name) having our registered office at .....(hereinafter called “the BANK”) are bound unto Central Information Commission, New Delhi (hereinafter called “CIC”), in the sum of **Rs. seven thousand only (Rs. 7,000/-)** for which payment will and truly to be made to the said CIC, the BANK binds itself, its successors and assigns by these presents.

Sealed with the common Seal of the said BANK this..... day of .....2009.

### **The conditions of this obligation are:**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form or
2. If Bidder does not respond to requests for clarification of their Bid or
3. If Bidder fails to co-operate in the Bid evaluation process, or
4. In case of a successful Bidder, if the said Bidder fails or refuses:
  - a) to sign the Contract Agreement in time; or
  - b) to furnish Performance Security

We undertake to pay CIC up to the above amount upon receipt of its first written demand, without CIC having to substantiate its demand, provided that in its demand CIC will note that the amount claimed by it is due to it owing to the occurrence of any one or more of the conditions specifying the occurred condition or conditions. This Guarantee will remain in force up to and including 6 months from the date of opening of bid, and any demand in respect thereof should reach the BANK not later than the above date.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HERE UNTO.

(Authorized Signatory)

DATE: -

(Signature of the Witness)  
Name of Witness  
Address of Witness

Date:

### 6.3 Format of Bank Guarantee (BG) for Performance Security

Guarantee No. \_\_\_\_\_

Amount of Guarantee Rs. \_\_\_\_\_

Guarantee cover from (Name of Bank) \_\_\_\_\_

Last date for lodgment of claim(s) \_\_\_\_\_

B.G. in No. of pages including this page \_\_\_\_\_

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by \_\_\_\_\_ having one of its

Branch at \_\_\_\_\_ acting through its Manager (hereinafter called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of Central Information Commission, having its office at 4th Floor, Block IV, Old JNU Campus, New Delhi – 110062 (hereinafter called the CIC) which expression shall include its successors and assigns.

WHEREAS in accordance with the terms of said contract the contractor has agreed to furnish an unconditional Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. We the bank hereby irrevocably guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay CIC on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on invocation of this guarantee. Any claim made by CIC on us within the sanctioned guarantee amount shall be final and binding on us.

2. Not with understanding anything contained hereinbefore, the liability of this bank in respect of this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and shall remain in force till

\_\_\_\_\_ unless an action/claim is made on us in writing within 120 days from this date i.e. up to \_\_\_\_\_ all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME  
AND SEAL HERE UNTO.

(Authorized Signatory)

DATE: -

(Signature of the Witness)

Name of Witness

Address of Witness

Date:

#### 6.4 Format for Institute/Company / Firm Profile

(To be attached with Bid)

1.	Name of the Institute/Company/ Firm	
2.	Registered Office Address	
3.	Name of the Chief Executive Officer	
4.	Name of contact person with mobile & E-mail	
5.	Telephone Number	
6.	Fax Number	
7.	E-mail	
8.	Web-Address	
9.	Year and Place of the establishment of the Institute/Company/Firm	
10.	Former name of the Institute/Company/Firm, if any	
11.	Number of years experience of your Institute/Company/Firm	
(a)	Area of work	Experience
(b)		
12.	Field of specialization	
13.	Profession Membership of organization	

9. Provide Financial Information about your Institute/Company / Firm in the following format:

(In Rupees Lacs)

Component	2006-2007	2007-2008	2008-2009
(a) Working Capital			
(b) Turn Over			
(c) Gross Profit			
(d) Net worth			
(e) Net Profits after tax			
(f) Current ratio (Current assets to current liabilities)			
(g) Total liabilities to net worth			

Note: The bidder should enclose documentary evidence for last three audited years.

10	Furnish the Permanent Account Number of the organization		
11	Furnish the Service Tax Registration No. of the organization		
12	The latest STCC shall be enclosed		
13	List major awards / achievements / accreditations		
14	Professional Memberships of the organization		

**Signature and Seal of Bidder**

## 6.5 Format for Technical Profile

(To be attached with Bid)

### 1. TOTAL EXPERIENCE IN SIMILAR PROJECTS:

The details of all the similar consultancy projects executed in last three years shall be furnished as per the format below with copies of work orders / agreements.

Sl No	Name of the Customer and the Project	Start Date	End Date	Value of the project in INR	Details of Contact Person for whom the project was undertaken

Note: Bidder shall furnish details of each project executed in a separate table as above.

2. List of current projects / assignments in hand should also be furnished in a similar format. Give the details of the projects, together with the value and schedule.

### 3. CV'S OF EXPERTS TO BE DEPLOYED FOR THE PROJECT.

CV'S of technical team to be engaged for this project should be furnished to provide details of similar projects handled in last 3 years in the following format to :

Sl No	Name	Qualification	Name of the project	Role and Experience in Years	Proposed role in Preparation of Annual Report of the Commission

4. Description of internal processes of the Institute/Company/ Firm (certifications of CMM level, Quality & Organizational processes)

5. Total number of technical staff on regular payroll:

6. Do you have a local office in Delhi? If so, please give the details of no. of relevant technical staff and IT infrastructure of this office.

**Signature and Seal of Bidder**

**6.6 FINANCIAL BID** (to be submitted with Cost details)

Institute/Company / Firm : \_\_\_\_\_

**(A) Manpower Cost**

Sr no	Type of Manpower	Number of unit	Unit Rate (in Rs.)	Manpower Cost (in Rs.)

**(B) Infrastructure & Support Cost**

Sr no	Type of Infrastructure	Number of unit	Unit Rate (in Rs.)	Infrastructure Cost (in Rs.)

**(C) Other Costs/ Overheads**

Sr no	Type of Other costs / Overheads	Number of units	Unit Rate	Other Cost (in Rs.)

**(D) Service Tax/Any Other Tax**

Sl No.	Type of Tax		Unit Rate/%	Tax (Rs.)

Total Costs = (A) + (B) +(C) + (D) in figures :

Total in words:

Note: The cost includes all statutory taxes, duties and levies. The format above is for guidance purpose. Bidders are at liberty to modify the same to project the compere break up.

**Signature and Seal of Bidder**

