STATE REMOTE SENSING APPLICATION CENTRE GOVERNMENT OF ARUNACHAL PRADESH AP CIVIL SECRETARIAT, BLOCK-1 ITANAGAR

REQUEST FOR PROPOSAL (RFP)

 RFP No.
 :
 SRSAC/664/ 2022-23

 DATE OF RFP
 :
 09/01/2023

RFP For:

Natural Resources Inventory for Micro Level Agricultural Planning (NRIMAP) in Tawang, Lower Subansiri and Namsai Districts, Arunachal Pradesh (Phase-II)



BUYER:

DIRECTOR STATE REMOTE SENSING APPLICATION CENTRE GOVERNMENT OF ARUNACHAL PRADESH ITANAGAR - 791 111

CLOSING DATE: 08/02/2023 (Extended up to 21/02/2023 up to 4.30 P.M.)

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SECTION-1

1.1 LETTER OF INVITATION

STATE REMOTE SENSING APPLICATION CENTRE

"ESS" SECTOR: ITANAGAR – 791 113

E-mail: <u>srsac.arunachal@gmail.com</u>

No. SRSAC/664/2022-23.

Dated: 09/01/2023

The Director, State Remote Sensing Application Centre, Govt. of Arunachal Pradesh, Itanagar, Arunachal Pradesh invites proposals for the following Consulting Services:

"Natural Resources Inventory for Micro Level Agricultural Planning (NRIMAP) in Tawang, Lower Subansiri and Namsai Districts, Arunachal Pradesh (Phase-II)".

More details on the services are provided in the attached Terms of Reference.

- 1. A firm will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
- 2. The earnest money should be deposited along with the proposals in the appropriate form as per the RFP.
- 3. Eligibility for Participation in the RFP;

(i) The bidder must be a reputed consultancy firm / company, empanelled by Department of Space/NRSC/ SAC/ NESAC for carrying out the professional services in the field of GIS.

(ii) The firm/company registered under the Companies Act/Under any law of the Government or Proprietary concern registered with SSI/NSIC/MSME, with 5 years of experience in executing projects related to Large Scale Natural Resources Mapping, GIS Database generation and software Development related to Micro Level Agricultural Planning, preferably in the hilly region.

(iii) Should have an annual turnover of Rs. 500.00 lakhs in each of the preceding three years i.e. 2018-2019, 2019-2020, 2020-2021.

(iv) The firm should have experience of having successfully completed at least Three GIS mapping project of similar nature having contract value more than Rs.250.00 lakhs during last Five years 2015-2016 to 2020-2021

(v) Bidder should submit valid documentary proof of GST Registration & should be an ISO 9001-2015 certified Company.

(vi) Company should have highly qualified and experienced domain experts on its rolls or its advisors who are responsible for internal quality evaluation.

(vii) The firm should have adequate experience in working in the difficult & complex hilly terrain, preferably in the north eastern hilly region.

(viii) The firm should have their Soil Analysis laboratory or collaboration with the registered laboratories.

(ix) The firm should have the in house software development and training facilities.

- 4. The RPF includes the following documents:
 - Section 1 Letter of Invitation & Important dates
 - Section 2 Information to Consultants [Including Data Sheet]
 - Section 3 Technical Proposal- Standard Forms
 - Section 4 Financial Proposal Standard Forms
 - Section 5 Terms of Reference
 - Section 6 Form of Contract
 - General Condition of Contract
 - Special Condition of Contract
- 5. Please acknowledge the receipt of the RFP and inform us your participation

Yours Sincerely,

Sd/-Jt. Director cum Nodal Officer (State Plan), SRSAC

1.2. LIST OF IMPORTANT DATES OF PROPOSALS :

NAME OF SERVICES: Natural Resources Inventory for Micro Level Agricultural Planning (NRIMAP) in Tawang, Lower Subansiri and Namsai Districts, Arunachal Pradesh (Phase-II).

1	Completion time of the Services:	12 Months
2	Date of issue of RFP:	09/01/2023
3	Deadline for Receiving Proposal:	08/02/2023 up to 4.30 P.M. (Extended up to 21/02/2023 up to 4.30 P.M.)
4	Time and Date for opening Proposal:	09/02/2023 at 10.30 A.M (Extended upto 22/02/2023 up to 10.30 A.M.)
5	Estimated project cost:	Rs. 6,45,00,000/- (Rupees six crores forty five lakhs only)
5	Place of opening Proposal:	Address: Office of the Joint Director cum Nodal Officer (State Plan), State Remote Sensing Application Centre, ESS Sector, Itanagar – 791113, Arunachal Pradesh.
6	Proposal validity:	90 days from the deadline for receiving proposal
7	Officer inviting Proposal:	Designation: Joint Director cum Nodal Officer (State Plan), Address: State Remote Sensing Application Centre, ESS Sector, Itanagar – 791113, Arunachal Pradesh.

SECTION 2. INSTRUCTIONS TO CONSULTANTS

- 1. Definitions
- (a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in the General Conditions (GC), the Special Conditions (SC), and the Annexure.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (f) "Government" means the Government of Arunachal Pradesh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (i) "Expert" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof and include key experts and non-key experts.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (I) "Services" means the work to be performed by the Consultant in pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

- (p) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received with proof of receipt.
- 2. Introduction
- 2.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those who responds the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit & contact the Client's representative named in the Data Sheet to obtain additional information about the assignment.
- 2.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 2.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client 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.
- 3.1 It is required that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 3.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2.1 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:

(a) Conflicting activities
A firm that has been engaged by the Client to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such

3. Conflict of Interest preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- (b) Conflicting A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for assignments any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- (c) Conflicting A Consultant (including its Personnel and Subrelationships Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.
- 4. Unfair Advantage 4.1 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all the Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 5. Fraud and 5.1 The Employer as well as Consultants participating in the Corruption bid adhere the highest ethical standards, both during the selection process and throughout the execution of the contract.
 - (a) For the purpose of this Clause:
 - (i) "corrupt practice" means the offering, giving, 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 Borrower, 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.

- (b) employer will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) employer will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
- 5.2 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with the above para. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 5.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 6. Origin of Consulting
 Services
 Consulting Services provided under the Contract may originate from any country except if as a matter of law or official regulation, the Employer's country prohibits commercial relations with that country.
- 7. Only one Proposal
 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, 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. Proposal validity The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. A bid valid for a shorter period shall be rejected by the Employer as non- responsive. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client 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, or in their confirmation of extension of validity of the proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- **9. Earnest Money** 9.1 The consultant shall furnish, as part of the Bid, Earnest Money, in the amount specified in the data sheet.

- The Earnest Money shall, at the bidder's option, be in the 9.2 form of FDR of a commercial bank, issued in favour of the name given in the data sheet. The EMD shall be valid for the period as stated in data sheet. Other forms of Earnest Money acceptable to the Employer are stated in data sheet.
- 9.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the data sheet, shall be rejected by the Client as non-responsive.
- 9.4 The Earnest Money of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period specified in data sheet.
- 9.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 9.6 The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening during the period of Bid validity;
 - b) in the case of a successful Bidder, (i) if the Bidder fails within the specified time limit to sign the Agreement; and/or (ii.) Furnish the required performance security.
- 10.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 3% (Three percent) of the Contract Price valid for the period of 1 year and sign the agreement.
 - 10.2 The performance security shall be either in the form of a Bank Guarantee or FDR or STDR, in the name of the Employer, from a Public / Commercial bank. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section-6.
 - Failure of the successful consultant to comply with the 10.3 requirements of Clause-10.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money.

The Client will be provided Advance amount of 25% of the contract value as provided in SCC.

12.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 12.2.

10. Performance Security

- 11. Mobilization **Advances**
- **12.** Clarification and Amendment of RFP

- 12.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 13. Preparation of 13.1 The Proposal (see para 2.2), as well as all related correspondence exchanged by the Consultants and the **Proposals** Client, shall be written in the language (s) specified in the Data Sheet.
 - 13.2 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.
 - While preparing the Technical Proposal, Consultants must 13.3 give particular attention to the following:
 - (a) Joint Venture not allowed.

(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- 14. Language Documents to be issued by the consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 13.1 of the Data Sheet.
 - 15.1 The Technical Proposal shall be prepared using the Proposal and Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
 - 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

15. Technical

Content

16. Financial Proposals	16.1	The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP and shall comprise the documents listed in the Data Sheet. All activities as described in the Technical Proposal (FIN-3) must be priced separately. The activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. Financial bids of more than and less than 10% of the estimated cost of the project shall be considered as unreasonable and therefore, liable to be rejected forthwith.
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- 17. Taxes 17.1 The rates of the activities must be quoted inclusive of installation, integration & commissioning charges (if any). All taxes & duties may be furnished separately as stated in FIN-3.
 - 17.2 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
 - 18.1 The original proposal (Technical Proposal and Financial Proposal) 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 3, and FIN-1 of Section 4.
 - 18.2 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 or in any other form demonstrating that the representative has been dully authorized to sign.
 - 18.3 The original Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment] ", [reference number], [name and address of the Consultant].

Similarly, the original Financial Proposal shall be placed inside of a separate sealed envelope clearly marked "Financial Proposal" "[Name of the Assignment]", [reference number], [name and address of the Consultant].

The Proposals in original shall be sent to the addresses referred to in para. 18.5.

18.4 The original copy of the Technical & Financial Proposal shall be placed in a sealed outer envelope clearly marked "Technical & Financial Proposal", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN, PRESENCE OF **OFFICIAL** EXCEPT IN THE APPOINTED, BEFORE 10.30 A.M. OF 22/02/2023". The Client shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

18. Submission, Receipt, and Opening of Proposals

- 18.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in Section-1, or any extension to this date in accordance with para. 12.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 19. Confidentiality 19.1 From the time the Proposals are opened to the time of the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Consultants' attendance at the opening of Proposals is optional.
 - 19.2 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.
- 20. Proposal Evaluation
 20.1 The evaluation committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the data sheet. Each responsive technical proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Bidders, whose technical offers are responsive against the minimum total marks as given in data sheet, will be Short listed for opening of Commercial offers.
 - 20.2 The Financial Proposals of unsuccessful bidder will be returned unopened after completing the selection process and Contract signing. The financial bids shall be evaluated based on the calculation given in the datasheet. Each financial proposal will be given a financial score (Sf).

- 20.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 16.1, activities and 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, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.
- 20.4 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet, S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- **21. Negotiations** 21.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
 - Technical
Negotiations21.2The technical negotiations include discussions of the
Terms of Reference (TORs), the proposed technical
approach & methodology, work plan, the Client's inputs,
the special conditions of the Contract, and finalizing the
"Description of Services" part of the Contract. These
discussions shall not substantially alter the original scope
of services under the TOR or the terms of the contract,
lest the quality of the final product, its price, or the
relevance of the initial evaluation be affected.
 - Financial
Negotiations21.3The financial negotiations will include a clarification (if
any) of the firm's tax liability in the Client's country, and
the manner in which it will be reflected in the Contract.

- Availability of 21.4 Having selected the Consultant on the basis of, among Professional other things, an evaluation of proposed Professional staff, staff/experts the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- **22. Conclusion of the** 22.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
 - 23.1 After completing negotiations the Client shall award the Contract to the selected Consultant.
 - 23.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 23. Award of Contract

DATA SHEET

Paragraph Reference	Description						
2.1	Name of the Client: Joint Director cum Nodal Officer (State Plan), State Remote Sensing Application Centre, ESS-Sector, Itanagar-791111, Arunachal Pradesh.						
	Method of selection : Quality and Cost Based Selection (QCBS)						
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes						
	Name of the assignment is: Natural Resources Inventory for Micro Level Agricultural Planning (NRIMAP) in Tawang, Lower Subansiri and Namsai Districts, Arunachal Pradesh (Phase-II).						
2.3	The Client's representative is: Joint Director cum Nodal Officer (State Plan) Address: State Remote Sensing Application Centre, ESS Sector, Itanagar- 791111						
	Telephone: 9436633663, E-mail: srsac.arunachal@gmail.com						
2.4	(a) Access to existing relevant data of SRSAC(b) Any necessary data available with SRSAC for the project purpose.						
8	Proposals must remain valid for 90 days from the deadline for receiving proposal.						
9.1	The amount of Earnest Money shall be Rs. 12,90,000 (Rupees twelve lakhs ninety thousand only).						
9.2	The earnest money should be addressed in favour of State Remote Sensing Application Centre, Itanagar-791 111.						
	Other acceptable forms of Earnest Money is STDR drawn on Public/ Commercial Bank pledged in favour of SRSAC, Itanagar						
	The Earnest Money should be valid for a period of 30 days plus Bid validity period as specified in 8 above.						
9.3	Exemption from Earnest Money is not granted.						
12.1	Clarifications may be requested not later than 10 days before the submission date.						
	The address for requesting clarifications is: Joint Director cum Nodal Officer (State Plan), State Remote Sensing Application Centre, ESS Sector, Itanagar-791111 E-mail: srsac.arunachal@gmail.com						
13.1	This RFP has been issued in the 'English' language. Proposals shall be submitted in the language: English						
13.3 (a)	Joint venture: Not allowed						
15.1	The Technical proposal shall comprise the following: For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal:						
	 (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 (7) TECH-7 (8) TECH-8 						

16.1	The Fina	ancial proposal shall comprise the following:							
10.1		er Envelope with the Financial Proposal :							
		N-1							
	• •	N-2							
	(3) FIN-3Financial bids of more than and less than 10% of the estimated compared by the stimated compared by the stimated compared by the stimated compared by the stimated b								
	of the	project shall be considered as unreasonable and t o be rejected forthwith.							
18.5	The Pro	posal submission address is: Joint Director cum Nodal Officer	· (State						
		tate Remote Sensing Application Centre, ESS-Sector, Itanaga	ar-791						
	113 , Ar	unachal Pradesh							
	Proposa	Is must be submitted not later than the following date and til	me:						
	08/02/2	023 up to 4.30.P.M. (Extended up to 21/02/2023 up to 4.30	P.M.)						
20.1	Criteria, Proposa	sub-criteria, and point system for the evaluation of Technicals are:	al						
	SI. No.	Criteria	Marks						
	1	Specific experience of the Consultant relevant to the scope	30						
		of the RFP							
		(a) Experience in large scale RS & GIS based Natural	15						
		Resources projects (2 projects with order value more							
		than Rs.200 lakhs each, each project carry 7.5 marks)							
		(b) Experience in RS & GIS based mapping projects (2	10						
		projects, each project carry 5 marks)	10						
		(c) Soil Testing Lab facility with in the organisation and	5						
		experience of testing more than 1000 soil analysis of							
		samples including Micro nutrients.							
	2	Experience of the Consultant working in NE India/ Hilly	15						
		region (a) Experience in large scale RS & GIS based Natural	10						
		Resources projects (2 projects, each project carry 5	10						
		marks)							
		(b) Experience in RS & GIS based other mapping	5						
		projects (2 projects, each project carry 2.5 marks)							
	3	Empanelment and Certifications of Consultant	10						
		(a) Empanelment with NRSC/ DOS/SRSAC	5 5						
	4	(b) ISO 9001:2015 Financial Status of Consultant	 10						
	-	Average Annual Turnover for last 3 audited financial years	10						
		(a) More than 7 crores INR	10						
		(b) More than 5 crores and less than 7crores	5						
		(c) 5 crores	3						
	5	Adequacy of the proposed methodology and work plan	15						
		relevant to the scope of the RFP	10						
		(a) Technical approach and methodology(b) Work plan	10 5						
	6	Key professional staff qualifications and competence for	20						
	Ŭ	the assignment	20						
		(a) Team Leader	5						
		(b) Soil Resource Expert	5						
		(c) Thematic Experts (2 persons, each person carry 2.5	5						
		marks)	~ -						
		(d) Image Processing Professional	2.5						
		(e) GIS Professional oints for the six criteria (1 to 6)	2.5 100						

	The minimum technical score (St) required to qualify for Technical 70 bid is	
20.4	The formula for determining the financial scores is the following:	
	Sf = $100 \times \text{Fm} / \text{F}$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.	
	The weights given to the Technical and Financial Proposals are: T = 75%, and P = 25%	
21.1	Expected date and address for contract negotiations Date: One month from the date of opening the FRFP.	l
	The address is: Joint Director cum Nodal Officer (State Plan), State Remote Sensing Application Centre, ESS Sector, Itanagar-791 113 , Arunachal Pradesh	!
23.2	Expected date for commencement of consulting services: Within 15 days of signing of Agreement.	:

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

Refer to Reference Paragraph 15.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 15.1 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment in Responding to the Terms of Reference
- TECH-5 Team work Schedule and Planning for Deliverables

TECH-6 Team Composition, Assignment, and Key Experts' inputs

TECH-7 Equipment & Software Available with the consulting firm

TECH-8 General Information

All pages of the original Technical and Financial Proposal shall be initiated by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] for Quality and Cost-Based Selection (QCBS). We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 8.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in clause 5 (Section1), and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) Except as stated in the Data Sheet, ITC 15.1.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) Our Proposal complies with the Earnest money required by the bidding documents.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 23.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, the contract amount (total) and the Consultant's role/involvement.

A - Consultant's Organization

- 1. Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed.

2. Using the format below furnish only those assignments for which the Consultant was legally contracted by the Client as a company or firms. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, , but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

ATTACH COPIES OF WORK ORDER, COMPLETION CERTIFICATES FROM THE CLIENT FOR THE PROJECTS ALREADY COMPLETED

Name of Assignment :	Value of the contract:			
Country:	Duration of assignment (month)			
Location within country:				
Name of Client:	No. of professional staff – months provided for the assignment :			
Address:	Approx. value of the services provided by your firm under the contact :			
Start date (month/year):	Name of the senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader)			
Completion date (month/year):				
Brief description of the Project:				
Role in the Assignment :				
Description of main deliverables :				
Description of actual services provided by your staff within the assignment:				

Firm's Name :___

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (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.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal: Technical Approach and Methodology Work Plan Organization and Staffing}

(a) Technical Approach and Methodology.{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks.

(b) Work Plan {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

(c) Organization and Staffing.{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 TEAM WORK SCHEDULE AND PLANNING FOR DELIVERABLES

SI. No.	Devliverables ¹ (D)	MONTHS										
		1	2	3	4	5	6	7	8	9	 n	TOTAL
D-1	{e.g., Deliverable #1: Report A											
	1)											
	2)											
	3)											
	4)											
	5)											
D-2	<pre>{e.g., Deliverable#2:</pre>											
	}											

- 1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each other.
- 2. Duration of activities shall be indicated in a form of a bar chart.
- 3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No.	NAME	Ex	Total (in	Total time-input (in months)								
		Position		D-1	D-2	D-3		D		Home	Field	Total
KEY	' EXPER	TS										
K-1		[team		months]	[1.0							
	Abbbb}	leader]	[Field]	[0.5m]	[2.5] [0]						
K-2												
K-3												
n												
								SUBTOTA	L			
NO	N-KEY	1 1-		,			1	1 1		1		-
N-1			[Home]									
			[Field]									
N-2		-									_	
n												
								SUBTOTA	L			
								TOTAL				

- 1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC20.1.
- Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working days. One working day shall be not less than eight (8) working hours.
- 3. "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the Client's state.

Full time input

 222

Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No. {e.g., K-1, TEAM LEADER}	
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005- present]	[e.g., Ministry of, advisor/consultant to		
	For references: Tel/e- mail; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone......)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature

Date

FORM TECH-7 EQUIPMENT & SOFTWARE AVAILABLE WITH THE FIRM

Consultants should furnish the information on availability of Hardware & Software in the following formats:

I. INFORMATION ON HARDWARE AVAIALBLE

SI. No.	Description, Make and Capacity	Number Available	Condition (new, Good, poor)	Remarks
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
n				

II. INFORMATION ON SOFTWARE AVAIALBLE

SI. No.	Software Description	Version	No. of licensed copy	Remarks
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
n				

TECH-8 GENERAL INFORMATION

1	Constitution or legal status of consulting Firm		
	Place of registration ¹ :		
	[Name of Agency/Department where registered indicating registration number and Category of registration]		
	Principal place of business :		
	Power of attorney of signatory of proposal ²		
2	Total annual volume of consultancy services executed and payments received in the last three years	YEAR	(Rs. In Lakhs)
		2018-2019	
		2019-2020	
		2020-2021	

- 1. Attach copy of registration
- 2. Attach copy of power attorney
- 3. Attach copies of financial reports for the last four years: balance sheets, profit and loss statements duly certified by Chartered Accountant for each year

SECTION 4 FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of Rs............{Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of taxes in accordance with ITC 17.1. The estimated amount of taxes is Rs.......... {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 8.

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

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

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

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:Full name:{insert full name of authorized representative}Title:{insert title/position of authorized representative}Name of Consultant (company's name or JV's name):Capacity:{insert the person's capacity to sign for the Consultant}Address:{insert the authorized representative's address}Phone/fax:{insert the authorized representative's phone and fax number, if applicable}Email:{insert the authorized representative's email address}

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
1. Total Costs of Financial Proposal ¹	
 2. Taxes and Duties² i. Consultancy service tax ii. Any other Taxes as applicable 	
Total Cost of Service	

NOTE:

1 Indicate the total costs of the service in INR [Taxes are to be indicated in item 2]. Such total costs must coincide as indicated in all Forms FIN-3 provided with the Proposal.

.

2 Taxes & duties as defined in Clause 1.8 of SC

SI. No.	Activity / Short description/Items	Unit	Qty.	Unit price (Rs.)	Amount (Rs.)
1.	Procurement of High Resolution Satellite data (1m or Better, Mx)	Sq.kms	5,200		
2.	Establishment of Ground Control Network using DGPS	Sq.kms	5,200		
3.	Image processing and Georeferencing of				
3.a	Cartosat Stereo Data	Sq.km	5,200		
3.b	Resourcesat (2 Seasons)	Sq.kms	5,200		
4.	Merging of the Cartosat and Resourcesat data	Sq.kms	5,200		
5.	Geo-referencing of HRS data using GCP's	Sq.kms	5,200		
6.	Development of 10K Grid for three Districts	Sq.kms	5,200		
7.	Soil Samples Analysis for Nutrients	Sq.kms	5,200		
8.	Generation of Land Degradation map	Sq.kms	5,200		
9.	Generation of Land Capability map	Sq.kms	5,200		
10.	Generation of Land Irrigability map	Sq.kms	5,200		
11.	Generation of Crop Suitability map	Sq.kms	5,200		
12.	Generation of Action plan for land resources development map	Sq.kms	5,200		
13	Generation of Action plan for water resources development map	Sq.kms	5,200		
14	Integration of Base Map, LU/LC, Hydro-Geomorphology, Slope and Soil Maps (4 base layers x 5200 Sq.km)	Sq. Km	20,800		
15	Development of Web GIS	Sq.kms	5,200		
16	Development of Mobile Application	Sq.kms	5,200		
17	Integration of data with SDC	Sq.kms	5,200		
18	Hard Copy Prints (4x 250)	Nos.	1,000		
				Sub-total	
	Taxes and duties				
				Grand Total	

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY/ITEM

Total proposal price for the service: Rs.....(in words).

NOTE :

- 1. Form FIN 3 shall be filled component / activity / item wise.
- 2. Short description of the activities whose cost breakdown is provided in this Form.

SECTION 5. TERMS OF REFERENCE

1. Background:

Development of land and water resources, to meet food and other needs of growing populations, should be based on integral assessment and consideration of ecological, social and economic factors. As we are recognizing the critical importance of resource inventory, we should work towards finding-out the rational solutions to various problems of land resources for planning sustainable agricultural development.

In the present project, it is envisaged to utilize the Remote Sensing, GIS and GPS techniques to the maximum for Comprehensive Micro Level Agricultural Land use Planning based on the nutrient status of the soils. In addition to it, it is envisaged to develop web and mobile application for providing the information generated in this project which is more useful for the cultivators and agricultural officers/planners for maximizing and sustaining the productivity.

2. Objective(s) of the Assignment:

To effectively implement the project on "Natural Resources Inventory for Micro Level Agricultural Planning (NRIMAP) of Tawang, Lower Subansiri and Namsai Districts, Arunachal Pradesh (Phase-II) ".

In this regard few standards those are to be followed:

- (a) DATA FORMAT: All GIS layers on various themes should be generated / provided in (.shp) format.
- (b) **PROJECTION:** All GIS layers should have similar projection, speroid and datum (WGS84) with similar extent and longitudes and latitudes.
- (c) **GIS DATA MOSAIC:** Spatial data generated scene wise should be provided as seamless mosaic of each district.
- (d) UNIQUE ID TO FEATURES: Features mapped in the project areas should have unique ids.
- (e) ATTRIBUTE TABLE STRUCTURE: All the thematic layers should have standard attribute table.
- (f) **QUALITY ASSURANCE:** All the database generated under the project must meet the Quality assurance standard by the Quality Check team.

3. Scope of Services, Tasks (Components) and Expected Deliverables

- (i) Procurement of High Resolution Satellite data
- (ii) Establishment of Ground Control Network using DGPS
- (iii)Geo-referencing of High Resolution Satellite data using GCP's
- (iv)Soil Samples Analysis for Nutrients
- (v) Generation of the following maps
 - (a) Land Degradation
 - (b) Land Capability
 - (c) Land Irrigability
 - (d) Crop Suitability
 - (e) Action plan for land and water resources development
- (vi) Development of Web GIS
- (vii)Development of Mobile Application

SI. No.	Position	Requirements	
1	Team Leader	M.Sc. / M.Tech. in Geology/ Applied Geology/Geography with minimum 20 years of experience in Natural Resources projects	
2	Soil Resource Expert	PhD in Agriculture/Soils or equivalent with minimum 35 years of experience in Natural Resources projects preferably worked in NRSC/ DOS/ SAC	
3	Thematic expert	M.Sc. / M.Tech. in Geology/ Applied Geology/Geography with minimum 10 years of experience in Natural Resources projects	
4	Image Processing Professional	BE/B-Tech in civil with M.Tech. in Remote Sensing with minimum 10 years of experience in Natural Resources projects	
5	GIS Professional	BE/B-Tech/AMIE with Diploma in GIS and Remote Sensing with minimum 10 years of experience in Natural Resources projects	

4. Team composition & Qualification Requirements for the Key experts

5. Reporting Requirements and Time Schedule for Deliverables

Firm is instructed to list the followings:

- (a) **Quality Checking:** All the maps/ layers to be provided in soft copy for quality check by SRSAC. Updating and necessary corrections after quality check to be done.
- (b) **Deliverables**: All deliverables should comply with the standard given and to the satisfaction of SRSAC. The deliverables are
 - (i) Geo-referenced High Resolution Satellite data sets
 - (ii) Digital Library of GCP's surveyed by DGPS
 - (iii) .shp layers and geo-database of following themes
 - (a) Land Degradation
 - (b) Land Capability
 - (c) Land Irrigability
 - (d) Crop Suitability
 - (e) Action Plan for Land and water Resources Development
 - (iv) Web GIS
 - (v) Mobile Application
- (c) **Time for completion:** The firm /consultant should complete the given task within 12 (twelve) months from the date of agreement.
- (d) Persons to receive the above mentioned deliverables: Joint Director cum Nodal officer (State Plan), SRSAC, Itanagar.

6. Client's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the consultant by the Client: Access to satellite data procured under the project and other relevant data available with SRSAC.

- (b) Professional and support counterpart personnel to be assigned by the clients to the consultant's team: Scientist/ Engineers, SRSAC
- **7. Inner Line Permit:** Prior approval of Inner Line Permit (ILP) the outsiders i.e. non-Arunachalees involved in the given tasks are required to obtain ILP from the Government of Arunachal Pradesh.

SECTION 6. STANDARD FORMS OF CONTRACT AND GENERAL CONDITIONS OF CONTRACT (GCC)

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

Whereas the consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Acceptance & proceed with the works;
 - (b) Contractor's Bid;
 - (c) Contract Data;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of contract;
 - (f) Terms of reference;
 - (g) Form of Advance Payments Guarantee and
 - (h) Any other document listed in the Contract Data as forming part of the contract.
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants 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.

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT (GCC)

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 the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time
 - (b) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (c) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract.
 - (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) "Contract Price" means the price to be paid for the performance of the Services.
 - (f) "Effective Date" means the date on which this Contract comes into force and effect.
 - (g) "GCC" means the General Conditions of Contract.
 - (h) "Government" means the Government of the Client's country.
 - (i) "Local Currency" means the currency of the Client's country.
 - (j) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them
 - (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
 - (m) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - (n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over written.
 - (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the contract.
 - (p) "In writing" means communicated in written form with proof of receipt.
 - (q) The following words and expressions represent "Client" for the purpose of this contract:

- State Remote Sensing Application Centre (SRSAC),
- Employer
- 1.2 Law This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- **1.3 Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- **1.4 Notices** 1.4.1 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 to such Party at the address specified in the SCC.
 - 1.4.2 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 SCC.
 - **1.5 Location** The Services shall be performed at such locations as are specified in Terms of Reference and, where the location of a particular task is not so specified, at such locations, as the client may approve.
 - **1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
 - **1.7 Taxes and Duties** The rates quoted by the Consultants shall be deemed to be inclusive of all levies, fees, duties, taxes of Central and State Governments, local bodies and authorities that the Consultants will have to pay for the performance of this Contract. The client will perform such duties in regard to the deduction of such taxes at source as per applicable law.

1.8 Fraud and Corruption

- **1.8.1 Definitions** Employer as well as Consultants participating in the bid adhere the highest ethical standards, both during the selection and throughout the execution of the contract.
 - (a) For the purpose of this Clause:
 - "corrupt practice" means the offering, giving, 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 Borrower, 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.
- **1.8.2 Measures to be taken 1.8.2.1** Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with the above para. 1.8. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.8.2.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

- **1.8.3 Commissions** and Fees **1.8.3.1** The successful Consultant will require to disclose any commissions or fees that may have been paid or are 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** Contract shall come into effect on the date the Contract is signed by both Parties.
 - 2.2 Commencement of ServicesThe Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
 - **2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6 hereof, this Contract shall expire at the end of such time period after the effective date as specified in the SCC.
 - **2.4 Modifications** Any modification or variation of the terms and conditions of this **or Variations** Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition 2.5.1.1For 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 makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

- 2.5.2 No Breach of Contract 2.5.2.1 The failure of a Party to fulfil 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.
- 2.5.3 Measures to be Taken 2.5.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

2.5.3.3 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.

2.5.3.4 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 7

- **2.5.3 Extension of Time** 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.
- **2.6 Termination** 2.6.1The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a)If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance 3.1.1.1 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 advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

> 3.1.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

- **3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit constitute the Consultant's only payment in connection with this from Commissions, their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to Engage in Project
 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 non-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 which would conflict with the activities assigned to them under this Contract.
- **3.3 Confidentiality** Except with the prior written consent of the Client, the **& Data Security** 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 the personnel make public the recommendation formulated vin the course of, or as a result of, the services.

A Undertaking in this respect has to be furnished by the consultants in the given format in Section - 6.

- 3.4 Consultant's The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: Actions Requiring
 - entering into a subcontract or appointment of sub-**Client's Prior** (a) consultant for the performance of any part of the Services.
 - (b) any other action that may be specified in the SCC.
- 3.5 Reporting The Consultant shall submit to the Client the reports and Obligations (a) documents specified in the contract within the time periods set forth.
 - Final reports shall be delivered in soft copies in addition to (b) the hard copies specified.
- All plans, drawings, diagrams, plans, database, reports, maps & **3.6 Documents** Prepared by other documents submitted by the Consultant under this the Contract shall become and remain the property of the Client, and Consultant to be the the Consultant shall, not later than upon termination or Property of the expiration of this Contract, deliver all such documents to the Client Client, together with a detailed inventory thereof.

4. CONSULTANT'S PERSONNEL

Approval

- 4.1 Description of The Consultant shall employ and provide such qualified and Personnel experienced Personnel as are required to carry out the services. The Key Personnel and supporting staffs as listed in Section-3.
- 4.2 Removal Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond and/or the reasonable control of the Consultant, such as Replacement of Personnel (a) retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel,
 - the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - The Consultant shall have no claim for additional costs (b) arising out of or incidental to any removal and/or replacement of Personnel

5. PAYMENTS TO THE CONSULTANT

- In consideration of the Services performed by the Consultant 5.1 Payment under this Contract, the Client shall make such payments to the obligation Consultant and in such manner as is provided in GCC.
- 5.2 Ceiling Limit The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive covering all costs required to carry out the Services.
- 5.3 Terms and Payments will be made to the account of the Consultant and **Conditions of** according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for Payment such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 5.4 Advance The Client will pay advance up to 25% of the contract price to the Consultant against provision by the Contractor of an Payment Unconditional Bank Guarantee in the form prescribed in the Section-6 from Commercial bank acceptable to the Employer and submission of ground work report.

The guarantee shall remain effective until the advance payment has been adjusted in the bills. Initially the Bank Guarantee should be valid for a period 12 (twelve) months. Subsequent extension of Bank Guarantee shall be at the option of client considering the situation. No interest will be charged on the advance payment.

6. GOOD FAITH

6.1 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. SETTLEMENT OF DISPUTES

- **7.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- **7.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
- **7.3 Arbitration** In view of the provision of the Clause-7.2 on Dispute solution, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

II. SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Clause number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "in India".
1.3	The language is : English
	The addresses are: Client: Joint Director cum Nodal Officer (State Plan), SRSAC, Itanagar Attention: Dr. Liagi Tajo
1.4	E-mail: <u>srsac.arunachal@gmail.com</u>
	Consultant: [insert name of Consult] Attention : Facsimile : E-mail :
1.6	The Authorized Representatives are: For the Client Joint Director cum Nodal Officer (State Plan), State Remote, Sensing Application Centre, ESS Sector, Govt. of Arunachal Pradesh Itanagar. For the Consultant: As assigned by the Consultant
2.2	The date for the commencement of services is: Within 15 days of signing of Agreement.
2.3	On completion of the assignment Completion time period shall be : 12 (Twelve) months
5.3	 Payment shall be made on presentation / submission of clear and accurate bills according to the following schedule: (a) 1st instalment: 25% of the Contract Price as advance upon award of the contract, signing the MOU/Agreement and submission of ground work report. (b) 2nd instalment: 25% after submission of Geo-referenced High Resolution Satellite data sets using GCP's collected by DGPS in soft copies. (c) 3rd instalment: 25% after submission of Land Degradation Maps, Land Capability Maps, Land Irrigability Maps, Crop Suitability Maps and Action Plan Maps for Land and Water Resources Development in soft copies. (d) 4th instalment: 25% after installation of Web GIS & Mobile Application and submission of final Deliverables.
7.2	Dispute Settlement Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled in accordance with the following provisions.

- (a) if any dispute or difference of any kind what- so-ever shall arises in connection with or arising out of this contract whether before its commencement or during the progress or after the termination, abandonment or breach of the contract, in the first instance, the chief Executive officer shall positively give his decision on any matter relating to the contract, for which he is competent to do so. If the decision so given is not acceptable to the contractor to arrive at a consensus that is reasonable and legitimate under the terms and conditions of the contract, If, however, no consensus can be reached, the matter shall be referred to the Dispute Redressal Committee stated below.
- (b) Cases shall be referred to the Dispute Redressal Committee (DRC) only after exhausting all other remedies available with the officers who are a party to the contract. The Committee shall, within a period of 30 days after being requested in writing by the consultant to do so, convey his decision to the consultant. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the consultant. In case the service is already in progress, the consultant shall proceed with the implementation of the assignment, pending receipt of the decision of the committee as aforesaid, with all due diligence.

The composition of the Dispute Redressal Committee (DRC) will be:

- (a) Secretary (Science & Technology).
- (b) Director (SRSAC).
- (c) Jt. Director (SRSAC).
- (d) The Consultant and the Client will be entitled to present their case in writing duly supported by documents. If so requested, the DRC may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Committee shall give its decision within a period of 30 days from the date of appeal, failing which the contractor can approach the court for the resolution of the dispute.
- (e) The decision of the DRC will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Client does not accept the decision of the Committee above the limit of five.
- (f) Miscellaneous

In any court's proceeding hereunder:

- (a) Proceedings shall be held in the competent civil court of Arunachal Pradesh.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the competent civil court shall be final and binding and shall be enforceable and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

UNCONDITIONAL FORM OF BANK GUARANTEE FOR FURNISHING PERFORMANCE SECURITY

2. We do hereby undertake to pay the amount due and payable under the guarantee without any demur, merely on a demand from the Government stating that amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor of any of any of the terms or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay the State Remote Sensing Application Centre, any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the State Remote Sensing Application Centre under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee, unless a demand or claim under this Guarantee is made on us in writing on or before the... guarantee thereafter.

5. We, further agree with the State Remote Sensing Application Centre that the State Remote Sensing Application Centre shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the State Remote Sensing Application Centre against the said contractor and to forbear or enforce any of the terms and condition relating to the said agreement and

we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the State Remote Sensing Application Centre or any indulgence by the State Remote Sensing Application Centre to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the date of 2017

for..... (indicate the name of Bank) Signature..... Name of the Officer..... (in Block Capitals) Designation of Code No. Name of the Bank and Branch..... Contact no : Fax no : Email ID :

CERTIFICATE OF DATA SECURITY

I/We hereby certify that the State Remote Sensing Application Centre (SRSAC), Government of Arunachal Pradesh shall have absolute right on the digital data and output products produced by me/us as a part of the contract. I/We shall be responsible for security/safe custody of data during feature collection, data processing, drawings, diagrams, plans, database, reports, maps & other documents. I/We also certify that the satellite data/ photographs, scanned aerial photographs and/or control point's coordinates and/or digital topographical data generated by me/us in full or part will not communicate to third party on any media, and will not be produced by me/us in any form. All plans, drawings, diagrams, plans, database, reports, maps & other documents submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. I/we understand that violation of above clause shall attract criminal prosecution under Government copy right act 1957 and the Official Secrets Act 1923.

Witness no. 1

Signature & date
Name
Designation
Full Address
Contact no
Email ID

Bidder

Signature & date
Name
Name of Firm
Designation
Full Address
Contact no
Email ID

Witness no. 2

Signature & date
Name
Designation
Full Address
Contact no
Email ID

Official Seal