

CURE-NIPI PROCUREMENT GUIDELINES



**CENTRE FOR
URBAN AND REGIONAL
EXCELLENCE**



TABLE OF CONTENTS

PREFACE	iii
KEY DEFINITIONS	iv
1. INTRODUCTION	1
1.1 Objectives.....	1
1.2 Risk and Compliance Department.....	1
Structure of these Guidelines	2
1.3 Revision of Guidelines	2
2. GENERAL POLICIES AND SYSTEM	3
2.1 Conflict of Interest	3
2.2 Anti-Fraud and Anti-Corruption Policy.....	3
2.3 Advance Payments	3
2.4 Contract Management and Amendments	3
2.5 Contract Closure and Termination of Contract.....	4
2.6 Documentation & Review	4
3. PROCUREMENT OF GOODS AND SERVICES FOR ADMINISTRATION AND LOGISTICS	4
3.1 Nature of Procurement	4
3.2 Procurement Committee	4
3.3 Procurement Process	5
4. PROCUREMENT OF GOODS AND SERVICES FOR TECHNICAL PROJECTS	5
4.1 General Principles for Procurement	5
4.2 Process for Procurement of Consultants	6
4.3 Thresholds for Procurement	7
4.4 Methods of Procurement.....	7
4.5 Selection Criterion.....	8
4.6 Process of Procurement.....	9
4.6.1 Direct/Nominated Tenders	9
4.6.2 Limited Tenders.....	10
4.6.3 Open Tendering Process	10
ANNEX 1: CURE PRE-CONTRACT DUE DILIGENCE PROCEDURAL GUIDELINES.....	11

PREFACE

CENTRE FOR URBAN AND REGIONAL EXCELLENCE (CURE), a registered Charitable Trust under the Indian Trust Act (1882) and governed by a Board of Trustees, duly established in New Delhi located at B-84, Defence Colony, New Delhi – 110024, has been identified as the implementing agency for managing Norway India Partnership Initiative (NIPI) Phase 4 for the period 2024-2026.

These “Procurement Guidelines” provide the necessary information and step-by-step procedures for procurement of Goods and Services under the Project titled Norway India Partnership Initiative (NIPI) Phase 4 for the period 2024-2026 (“**PROJECT**” or “**CURE-NIPI**”). This document is intended to guide the staff members involved in procurement activities on behalf of the Project Team (“**PROJECT TEAM**” or “**CURE-NIPI**”). The document is designed to help the staff members in understanding the procurement processes, to achieve uniformity in procurement processes and to achieve value for money in all procurements.

The process, procedures and standard formats found in this document are intended to act as guidelines that help simplify and facilitate the procurement process. These guidelines will promote fairness, prudence and probity in contracting and eliminate the costs and delays that occur in normal commercial relationships. These guidelines always should be used in an appropriate, timely and cost-effective manner when managing the procurement of services.

The rights and obligations of CURE-NIPI and the Supplier of Goods and Services are governed by the Tender Documents (RFPs, RFQs, etc.) and by the Agreements/Contracts/Purchase Orders/Service Orders/Work Orders signed by CURE-NIPI with the Supplier and not by the Guidelines stated in this document.

The context of these guidelines is driven by the two principal kinds of procurements done under CURE-NIPI for its operations, as mentioned below:

- A.** Procurement of Goods and Services for Administration and Logistical purposes; and
- B.** Procurement of Goods and Services for Technical Projects.

KEY DEFINITIONS

- Supplier/Consultant:** The supplier/consultant refers to the organisation/individual from whom CURE-NIPI may procure goods or services.
- Procurement:** That group of activities, processes and related systems undertaken or used to identify and specify the requirements of CURE-NIPI for goods and services, to obtain these from qualified consultants and suppliers, and all aspects of entering into, administration and settlement of contractual agreements for services.

1. INTRODUCTION

1.1 Objectives

The requirements contained in these guidelines of procurement principles, and procedures, and attachments that embody them, shall apply to the procurement of all goods and services that are to be provided by consultants/suppliers contracted to assist in the implementation of activities undertaken by CURE-NIPI.

The objectives of these guidelines is to ensure that consultant services and goods provided are consistent with and appropriate for the assignment and need, that consultants/suppliers are treated equitably, and that required services/goods are obtained in a manner that will be of benefit to CURE-NIPI and will stand the test of public scrutiny in ensuring that:

- a) They meet the highest standards of quality, efficiency and economy;
- b) The selection process is transparent and fair;
- c) The goods/services are unbiased, that is, delivered by a supplier/consultant acting independently from any affiliation which may cause conflicts between the consultant's interests and those of staff members of CURE-NIPI, Client and other beneficiaries;
- d) The assignment is proposed, awarded, and executed according to the ethical codes and standards of the consulting profession. The former refers to erasing any kind of personal gain and the latter includes optimum use of available resources and maximizing benefit, encouraging competition wherever possible, and obtaining value for money;
- e) The goods/services are procured as per needs and requirements to meet the require objectives;
- f) The goods/services are procured in ways that ensure value for money for intended beneficiaries, both in terms of the quality and contribution of the services/goods provided and, in the prudence, and probity with which services/goods are engaged, accepted and paid for;
- g) The process for the procurement of contracted services and goods is simple as possible, is both efficient and cost-effective to administer as well as fair and equitable to CURE-NIPI, all potential suppliers/consultants, and any third parties affected.

1.2 Risk and Compliance Department

To ensure that the above objectives are achieved, CURE-NIPI lays emphasis on proper allocation of resources for the procurement function. The Risk and Compliance Department (through all Departments, branch offices and project specific Procurement personnel) is responsible for the acquisition of all materials, supplies, services, and equipment. The following are general concepts regarding Procurement:

- Director – Risk and Compliance heads the department and has the responsibility and authority to direct and manage the activities related to this function.
- The Procurement function is independent of other operating units to facilitate the control process and ensure that proper segregation of duties exists.
- All commitments with/to suppliers are made by and through the Risk and Compliance Department
- The Risk and Compliance Department is responsible for ensuring that proper procedures have been followed by the requisitioner Department/Project and selection criteria utilised is consistent with established Company guidelines specific to the competitive bidding process.

The Risk and Compliance Department helps ensure proper segregation of duties within CURE-NIPI's operations by separating responsibility for committing organization's funds from the actual

payment and receipt of such funds. The Risk and Compliance Department reports to Chief Finance Officer and where necessary, they draw inputs from Support Services, Finance and other technical departments for procurement of goods and services.

Structure of these Guidelines

These guidelines are divided into four sections followed by annexures.

- Section 1: This section provided details on the objectives of the guidelines and responsive department;
- Section 2 presents general procurement related policies and systems;
- Section 3 presents procurement guidelines for procurement of for administration and logistics related goods and services;
- Section 4 presents procurement guidelines and processes related to procurement of goods and services for projects.
- Section 5 presents Annexures

1.3 Revision of Guidelines

These guidelines will be reviewed on an annual basis (or ad hoc, as necessary) to take into account any changes necessary based on demand of the business and/or any changes in the law of land. A request for changes from any department can be communicated to the Risk and Compliance Department along with the rationale. The Risk and Compliance Department will review such request against their feasibility and impact on the overall objectives. If found suitable, the change requests will be put forward for the consideration of Top Management Team.

2. GENERAL POLICIES AND SYSTEM

This section presents the general policies and systems of CURE-NIPI that have a direct/indirect relationship with the procurement function. Further details on any of these policies can be obtained from VP – Risk and Compliance Department.

2.1 Conflict of Interest

A conflict of interest is defined to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. Declaration of conflict of interest is mandatory. CURE-NIPI staff members have to observe the highest standard of ethics and take appropriate actions to manage such conflicts of interest or Risk and Compliance Department may reject a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.

2.2 Anti-Fraud and Anti-Corruption Policy

Fraudulent and corrupt behaviour can seriously damage CURE-NIPI's reputation in the marketplace and diminish the client's trust in our ability to deliver results in an accountable and transparent manner. To combat fraud and corruption, most of the countries in which CURE-NIPI conducts business, have enacted Fraud and Corruption Prevention laws and regulations. Pursuant to such laws and regulations, it is a crime to give, pay or promise "Anything of Value" in order to influence an act or a decision to obtain, retain and/or secure an improper advantage of any kind. CURE-NIPI's Anti-Fraud and Anti-Corruption Policy sets out plans to bring tighter safeguards into contracting and procurement process. This includes internal reviews including unannounced spot checks, requests to validate invoices and separate independent audit of contracts.

2.3 Advance Payments

Advance payments will only be provided in exceptional circumstances and upon receipt of a written justification from the concerned Department and subsequent approval from Program Director / Competent Authority. Payments against the advance must be restricted to within 20% of the contract value.

2.4 Contract Management and Amendments

CURE-NIPI can propose amendment to the contracts in consultation with the contractee when either unforeseen events or technical team's decisions make it necessary to:

- Modify the ToR (no significant change in scope of work);
- Change the consultant's team;
- Change the schedule of price/ terms of payment;
- Change the time schedule or;
- Any combination of the above four.

Contract amendments are possible within the time frame of the contract. Amendments are possible when there is proper justification with regards to reason for delay and/or increase in costs. Amendments can be of following nature:

- **No Cost Time Amendment:** Such amendments are made on the recommendation of the Program Director. The time extension should not cross >50% of the original time frame;
- **Cost Amendments up to 50% of the original Project Value:** These can be done on recommendation of the Program Director;

- **Cost Amendment beyond 50% of the original Project Value:** These can be done only in exceptional cases and on recommendation of Program Director and with approval from Competent Authority.

Exceptions: In case of low value direct contracts, where the amendment is more than 50% of original value but still does not cross the prescribed limits for direct contracting, the same can be done with approval of Program Director in consultation with the Risk and Compliance Department.

NOTE: All Thresholds are Excluding Goods and Services Tax Identification Number (GST)/Applicable Taxes.

2.5 Contract Closure and Termination of Contract

Contract closure will automatically happen on approval of all deliverables and payments (including TDS certificates).

Termination of Contract on non-delivery of services due to factors within or outside the control of the consultant can be recommended by the Program Director and will proceed as agreed with the consultant in the Contract Documents. In case of Contract Termination, the Risk and Compliance Department will be informed by the Project team and take the necessary steps.

Once a contract is closed/terminated as mentioned above, a completion certificate including details of the contract, payment, amendments (if any) and status of deliverables shall be signed by the Program Director and Competent Authority.

2.6 Documentation & Review

A full set of records of the process for procurement, hiring of sub-contractors, formal discussions, instructions, agreements, invoices, payment advise, etc. shall be maintained by the concerned team under the guidance of the Risk and Compliance Department.

3. PROCUREMENT OF GOODS AND SERVICES FOR ADMINISTRATION AND LOGISTICS

3.1 Nature of Procurement

One of the major, project/non-project specific procurements that CURE-NIPI does is for goods and services required for Administrative and Logistics purposes. These range from printing and stationery to air-tickets and taxis. Below mentioned are different types of Goods and Services which are procured for administration and logistics at CURE-NIPI in the usual course of business. The Administration Department is the place holder for such procurements at CURE-NIPI.

S. No.	PARTICULARS	FREQUENCY OF PROCUREMENT
1.	Printing and Stationery, Visiting Cards, Notebooks, etc.	Regular Basis
2.	Travel: Taxis and Tickets (Air, Train, Bus)	Regular Basis
3.	Courier Services	Regular Basis
4.	Office Maintenance and Housekeeping Supplies	Regular Basis
5.	Hotel Accommodation	Regular Basis
6.	IT: Laptops, Desktops, IT Accessories, Software, etc.	Case to Case Basis
7.	Event Management	Case to Case Basis

3.2 Procurement Committee

Given the regular nature of these procurements, a small Procurement Committee is established usually comprising of the representatives from the procuring support departments, VP –Risk and Compliance Department and the Project Director. All procurement shall have been approved in the

respective Budget or in some cases by the Program Director. In some case to case basis procurements, sole sourcing direct procurement can be done based on negotiated price upto a limit of INR 70,000; this shall be pre-approved by the Procurement Committee.

3.3 Procurement Process

The Procurement Committee does a basic pre-qualification of possible vendors based on the quality of services, ability to deliver the goods and services in a timely manner, legal and tax compliances, etc. and then invite quotations for the services and goods to be procured. The final selection is based on negotiated least cost basis.

The Procurement Committee initiates the procurement process to regularly procure goods and services mentioned in Serial No. 1 to 5 in the above table. The Procurement Committee shortlists 2-3 suppliers identified by the Administration and/or Risk and Compliance Department. The Risk and Compliance Department directly or through the Administration Department invites quotations, preferably in sealed envelopes. In case, the Procurement Committee allows quotations to be emailed then the emails will ONLY be copied to one or more nominated member of the Procurement Committee.

Proper evaluation sheets to be maintained by the Administration Department and presented to the Procurement Committee, who shall meet the respective suppliers and subsequently discuss the technical, commercial and other criteria with them.

The Procurement Committee will finalise the terms and conditions of the preferred supplier and a Rate contract will be signed with the preferred supplier for **regularly procure of goods and services mentioned in Serial No. 1 to 5 in the above table**, which in any case would not be more than 2 years. Such agreements will have a 6-monthly review.

For day to day ordering and supplies, the Administration Department and/or the user Department will coordinate with the selected suppliers.

For procurements related to Hotel Bookings, the Procurement Committee will decide on locations where CURE-NIPI needs to have long term agreement with hotels/guests house depending on the usage/occupancy. However, the duration of such agreements would be for a lesser period depending on the seasonal rates.

For other non-regular items as per Serial No. 6 and 7, the user department will follow the procurement process as above for Serial No. 1 to 5 and submit the evaluation sheets and the received quotations to the Risk and Compliance Department. Such procurements shall be prior approved by the Procurement Committee. Suppliers may be selected on a sole-source basis with due justification signed by Program Director and on final sign-off of the Procurement Committee.

4. PROCUREMENT OF GOODS AND SERVICES FOR TECHNICAL PROJECTS

4.1 General Principles for Procurement

The following general principles for procurement are to be followed by CURE-NIPI while procuring goods and services for projects.

- Project team will procure consultancy services for meeting the objectives of the respective project. Project team will undertake the process of procurement in consultation with the Risk and Compliance Department.
- Project team in association with the Risk and Compliance Department will first consider the expertise available within its own project team or CURE-NIPI and will not go in for procurement, if the work may be undertaken by the project team or CURE-NIPI Staff.
- The Statement of Work (SoW) for all consultancies to be procured must be approved by Program Director/Competent Authority. The approval for the Budget for these consultancies

shall have been approved in the Project's Budget or in some cases by Program Director/Competent Authority. This approval will be treated as "Authority to Engage" the consultancies. Once the consultants are short-listed, using the procurement guidelines detailed hereafter, the Project team will consult with the Risk and Compliance Department to make sure that the selected consultants meet the required standards. Once agreed by Risk and Compliance Department, the contract will be issued.

- In case of the Project staff, nominating and/or being part of evaluation of any proposals, it will be deemed that they have "No Conflict of Interest" with the agency being nominated/evaluated. In case of a perceived Conflict of Interest situation, the concerned Project staff, will promptly advise Risk and Compliance Department of the situation and seclude themselves from the nomination/evaluation process.
- Project teams may empanel consultants (individual/organisations), in consultation with Risk and Compliance Department, through the use of print and electronic media, in various functional disciplines and this data base would be used by Project teams while procuring consultants. Such database will be provided to Risk and Compliance department as well for organisation wide use.
- In case of nominated contracts to organisations for higher value than prescribed below, a due diligence of the organisation to evaluate their capacity to implement the project, and judicially & appropriately utilise the funds may be conducted.

*Due diligence is a review of an implementing partner organisation's capability and capacity. It should provide an assessment of the risk involved. The results of the assessment should determine whether contracting should go ahead and/or the extent to which additional system strengthening and safeguards are needed, including by when. The overall due diligence assessment of an organisation will need to consider the following five areas: overall governance; financial robustness; operating systems; capacity; and its own ability to undertake due diligence on any potential partners as appropriate (Please refer **Annex 1: Pre-Contract Due Diligence Procedural Guidelines**).*

4.2 Process for Procurement of Consultants

The overall process to be followed for procurement of consultants is as follows:

- Identification of the need for the consultancy (Individual/Firm) – Project Team;
- Developing SoWs – Drafted by Projected team. Final SoW to be approved Program Director;
- Project team to proceed with in-sourcing, tendering and/or contracting process in consultation with the Risk and Compliance Department;
- Procedure for sourcing consultants – based on whether work can be done in-house or not, type of expertise required, estimated cost of consultancy and as per the norms laid down below;
- Selection of consultants in consultation with the Risk and Compliance Department and final sign-off to be given by Program Director/Competent Authority;
- In the case of a direct procurement, quality assurance of proposals and negotiation of budgets will be undertaken by Project team. Following review of technical and financial proposals, Project team will initiate negotiations on technical and financial issues. On conclusion of the negotiation process, Project team will file a note on the summary of the entire process, highlighting changes agreed to the proposal and budget reductions, justification for single-sourcing, etc. for final approval by Program Directory;
- Monitoring of consultants – Project Manager with regular updates to concerned Head of Department;

- Quality assurance of work completed – Project Manager in consultation with Program Director.

4.3 Thresholds for Procurement

The following threshold of procurement need to be followed for all procurements:

METHODS OF PROCUREMENT	LIMITS (NATIONAL)	LIMITS (INTERNATIONAL)
DIRECT PROCUREMENT OR SINGLE SOURCING	Limit for individuals – Estimated cost is up to INR 15 lakhs Limit for organizations – Estimated cost is up to INR 25 lakhs	Limit for individuals/organizations – Estimated cost is less than USD 20,000 or equivalent foreign currency
LIMITED TENDERING	Estimated cost equal to or more than INR 15 lakhs for individuals/25 lakhs for firms and less than INR 80 lakhs	Limit for individuals/organizations – Estimated cost is equal to or more than USD 20,000 and less than USD 120,000 or equivalent foreign currency
OPEN TENDERING	Estimated cost equal to or more than INR 80 lakhs	Limit for individuals/organizations – Estimated cost is equal to or more than USD 120,000 or equivalent foreign currency

4.4 Methods of Procurement

- a) ***In-Sourcing:*** Once the SoW has been finalised, Project team will discuss with Program Director on whether the work can be done in-house by CURE-NIPI core team or CURE-NIPI's resource pool team.
- b) ***Direct Procurement or Nomination:*** This method will be used only where it provides clear advantage over competition such as:
 - i. for nominated agency already approved by the client/donor.
 - ii. for tasks which are natural continuation of previous assignment and where continuity of technical services is required;
 - iii. the nature of work¹ does not warrant spending time and resources on procurement processes then the Project team can go for direct contracting provided availability of appropriate individuals/firms in the database/empanelment list or is recommended by a team member and meets necessary qualification criteria;
 - iv. direct Recommendation from Program Director/Competent Authority, where the situation and scope of work presents a TINA (There is No Alternative) scenario and the nominated agency is seen as technically the most appropriate in the given circumstances to take up the assignment;
 - v. in cases of emergency i.e. immediate requirement of necessary support due to external factors, timelines set by external agencies, etc.; however prior approval of the Head of Department/Competent Authority is a prerequisite; and
 - vi. where only one service provider is qualified or has experience of exceptional worth (TINA).

➤ Consultant may be selected on a sole-source basis with due justification signed by Program Director.

¹ Where the value of procurement is very low and does not justify the time cost normally incurred on conducting limited/open tendering is going to be higher

➤ In case the estimated cost of direct procurement is above the prescribed limits, then the first attempt should be to go for limited tendering and then for open tendering. If that is not possible, because of any of the reasons cited above, then the Project team must submit their case and seek approval from the Program Director prior to going ahead with the contract.

c) **Limited Tendering:** Project team shall, for reasons of economy and efficiency, engage in procurement by means of limited tendering providing the estimated cost is within the prescribed limit. A minimum of 3 proposals will be ensured. In the event of not getting 3 vendors during exceptional cases, a minimum of 2 proposals will be ensured. However, this should be documented, and necessary approval will be taken from Program Director. Exceptional cases will include natural calamities and pandemics. This method is appropriate in the following situations:

- i. If services are available only from a limited number of service providers; or
- ii. If the time and cost required examining and evaluating a large number of tenders is disproportionate to the value of the services to be procured.

Project team shall prepare a shortlist of firms/individuals either from the list of providers or as suggested by Project core team or CURE-NIPI's technical team members having past experience of working with those firms/individuals, provided there is no conflict of interest. Selection for the shortlist will be done in a non-discriminatory manner ensuring effective competition.

In case the estimated cost of limited tendering is above the prescribed limits, then the first attempt will be to go for open tendering. If that is not possible due to time constraints or if only few firms have experience of providing such work but the cost exceeds the limit, then the team must submit their case and seek approval from the Head of Department/Competent Authority prior to going ahead with the tender.

d) **Open Tendering:** Open tendering process will be used for cases where:

- i. The estimated cost of the assignment is expected to be above the set benchmarks for limited tendering; or
- ii. When the Project team does not have a large enough database of suppliers positioned to provide the services required.

For Open Tendering, advertisement is to be published in a mix of following media: widely referred websites such as devex.com, devnetjobs.org, leading national daily newspaper and a few regional newspapers, as well as CURE-NIPI's website, etc.

4.5 Selection Criterion

The following selection methods will be used for procurement:

a) **Quality and Cost Based Selection (QCBS):** In most cases, QCBS methodology will be used for procurement by the Project team. QCBS is a method based on the quality of the proposals and the cost of the services to be provided. Since under QCBS the cost of the proposed services is a factor of selection, this method is appropriate when:

- i. The scope of work of the assignment can be precisely defined and the SoW are well specified and clear; and
- ii. The procuring entity and the service provider can estimate with reasonable precision the staff time as well as the other inputs and costs required of the consultants.

The weightage to be allowed for technical scores should not exceed 80%.

Quality Cost Based Selection (QCBS) method and will involve primarily **Technical Evaluation** and **Commercial Evaluation**. Wherever required, Pre-Qualification shall also be carried out.

Further, the Technical Proposal of only those firms fulfilling the criteria prescribed in the Pre-Qualification Evaluation (if any) will be opened. The Commercial proposal of only those firms receiving minimum of agreed percentage or marks in Technical Evaluation will be opened.

b) Quality Based Selection (QBS): In extreme cases, QBS may be used with prior written approval of Head of Department/Competent Authority. QBS is appropriate for the following types of assignments:

- i. complex or highly specialised assignments for which it is difficult to define precise ToR and the required input from the consultants, and for which the client expects the consultants to demonstrate innovation in their proposals (for example, country economic or sector studies, multi-sector feasibility studies, design of a hazardous waste remediation plant or of an urban master plan, financial sector reforms);
- ii. assignments that have a high downstream impact and in which the objective is to have the best experts (for example, feasibility and structural engineering design of such major infrastructure as large dams, policy studies of national significance, management studies of large government agencies); and
- iii. assignments that can be carried out in substantially different ways, such that proposals will not be comparable (for example, management advice, and sector and policy studies in which the value of the services depends on the quality of the analysis).

In QBS, the RFP may request submission of both technical and financial proposals at the same time, but in separate envelopes (two-envelope system). The RFP shall provide either the estimated budget or the estimated time of key experts, specifying that this information is given as an indication only and that consultants shall be free to propose their own estimates. The financials of only technically most qualified organisation will be opened and negotiated. The financial proposals of the other firms will be unopened.

c) Fixed Cost Selection (FCS): This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. The SoW should be particularly well-prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks. The RFP shall clearly indicate whether the budget includes taxes or levies payable, and the price of any inputs provided by the client. The evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the financial proposals shall be opened. Proposals that exceed the indicated budget shall be rejected. The consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract.

d) Least Cost Selection (LCS): The LCS method will be used for small assignments of a standard or routine nature. This method will only be used in activities such as arranging study tours, workshops, advertisement in newspaper, printing of documents, stationary, vehicle hire, etc. where well-established practices and standards exist and from which a specific and well-defined outcome is expected, which can be executed at different costs. Under LCS, minimum of three empaneled consultants / agencies will be asked to submit their financial proposals for the task in a sealed envelope. The consultant with the lowest price will be selected.

4.6 Process of Procurement

4.6.1 Direct/Nominated Tenders

Contracts with nominated individuals/organisations can be entered into within the above-

mentioned limits, without competition and after required level of due diligence, on approval from Program Director/Competent Authority. In all cases a robust justification note will need to be submitted justifying the reason for selection of a particular firm (organisation's expertise, time-critical nature of works, etc.).

4.6.2 Limited Tenders

If the estimated cost of tendering is less than open tendering limits, the Project team may go in for limited. The Project team will prepare a shortlist of eligible consultants/organizations, ensuring that the consultants/organizations satisfy the requirements mentioned in the SoW. In case the shortlist does not have at least 3 eligible consultants/organizations, the Project team will go in for open tendering along the procedure prescribed. This will follow all the steps mentioned for open tendering.

Limited tendering will follow the same steps as used for Open Tendering (below), except Steps i and ii. **At least 3 potential bidders should be sent Invitations to Tender under limited tendering.**

4.6.3 Open Tendering Process

The following are the steps involved in open tendering:

- i. **Invite Expressions of Interest (Eols):** For open tenders, Eols are invited through advertisements in newspapers/websites (as discussed above).

On prior approval of the Head of Department, Requested for Proposals can also be advertised instead of floating Expression of Interests.

- ii. **Short listing of eligible consultants:** Based on the eligibility criteria and assessment of the Eols submitted, a shortlist of preferred consultants will be prepared.
- iii. **Develop Invitation to Tender (ITT):** Invitation to Tender (ITT) will be developed with bidding instructions, evaluation criteria, contract terms and conditions, SoW, etc. and is issued to consultants for submitting the final proposal.
- iv. **Technical and Financial Evaluation:** Detailed criteria will be developed for evaluating technical and financial proposals. The principle of Quality & Cost Based Selection (QCBS) will be applied in most cases. High standards of professional independence and transparency will be maintained. The technical and financial evaluation committee will consist of at least three (3) members from the CURE-NIPI team. The Financial bids will be opened only after the technical evaluations have been completed. Every member of the Evaluation Team is required to sign a declaration on confidentiality, corruption and Conflict of Interest.
- v. **Negotiations with Preferred Bidder:** After evaluation, the preferred bidder will be invited for clarifications, and negotiations. This should be done in consultation with the Risk and Compliance Department.
- vi. **Contracting on successful negotiation:** Once negotiations are successfully concluded the Project team after will contract the consultant the Procurement Committee has been informed.

For Limited and Open Tendering:

As per the process requirement the Formats of Declaration and Bid Evaluation Sheet shall be shared with the concerned department.

ANNEX 1: CURE PRE-CONTRACT DUE DILIGENCE PROCEDURAL GUIDELINES

1. BACKGROUND

CURE works in partnership with different organisations (including for-profit organisations, NGOs, etc.) for specialised support to achieve the project goals. Though these organisations are independent entities, however, as a delivery partner for CURE, their business practices significantly reflect upon CURE's reputation and brand.

In light of the above and as part of conformance with its supplier management processes and internal assessment, CURE conducts review of the delivery partner's capacity, systems, policies and processes to have a much better understanding of the strengths, weaknesses, opportunities and risks in working with that partner. It reveals which service provider/supplier(s) has a proven and recognised commitment to principled business practices and should give CURE some information by which to decide whether to rely on service provider/supplier's non-binding commitment for providing resource support for an assignment and helps in making better managed interventions and capacity development in future.

2. PURPOSE

These guidelines provide CURE with a consistent approach for conducting Pre-Contract Due Diligence (PCDD) during third party (service providers and suppliers – including for-profit and not-for-profit organisations) assessments and selection using an agreed set of guiding principles.

A key outcome of the PCDD is to have improved knowledge and understanding of our current and future partners (third party service providers and suppliers) and the nature and process of gaining assurance.

3. DEFINITIONS

- i. **Pre-Contract Due Diligence:** A PCDD review is a structured and systematic process of understanding with whom the company is doing (or is going to do) business. It means applying skill, business knowledge and experience to assessing third party service providers and suppliers, to make informed decisions.
- ii. **Third Party Service Providers and Suppliers:** Third party service providers and suppliers include all third parties performing services for or on behalf of CURE. Within the context of CURE and for the purpose of this policy, third party service providers and suppliers include:
 - a. For-Profit Organisations: A business or other organisation whose primary goal is making money (a profit) by providing services.
 - b. Not-for-Profit Organisations: Not-for-Profit organisations are concerned with money only as much as necessary to keep the organisation operating. For example, NGOs, organisations focusing on goals to help the community, etc.

4. OWNERSHIP

Risk & Compliance Department is responsible for PCDD framework and associated procedures, guidance and support initiatives. Risk and Compliance Department will maintain a centralised repository of PCDD assessments.

5. RESPONSIBILITIES

- **Program Managers (PM):** Programme Managers are responsible for determining the scope and depth of the PCDD assessment as they are responsible for ensuring that they have sufficient assurance that scope and desired objectives will be met;

- **Risk and Compliance (Risk and Compliance) Department: Risk and Compliance department is responsible for:**
 - Maintaining the PCDD policy;
 - Preparing and disseminating supporting resource material;
 - Ensuring PCDD is conducted in line with the established process;
 - Maintaining a PCDD Register of all assessments undertaken;
 - Developing and providing training opportunities (internal);
 - Providing support and advice on the PCDD framework.

6. GUIDING PRINCIPLES

PCDD should:

- Be conducted on all existing and potential third-party service providers and suppliers (including potential implementing partners);
- Begin as soon as negotiations with partners progress beyond the “getting to know you” stage.

Threshold Limits – for the purpose of these guidelines, the minimum value of contract (excluding taxes) shall be INR 25,00,000 for initiating Pre-Contract Due Diligence process.

Validity:

The validity of the PCDD assessment is for a period of 3 years from the date of issue of the PCDD report, unless material changes have taken place in the organisation within that timeframe.

Exceptions – These PCDD Guidelines exclude following cases:

- **Where an arrangement or agreements with organisations finalised at the bidding or proposal stage.** It is assumed that all such arrangements and agreements were finalised in the best interest of the business and keeping in view the interest of client/project as well as in a way, which ensures value for money in delivery of services and goods to the ultimate beneficiary. However, wherever required the Risk and Compliance department may conduct necessary PCDD of the partner organisation before signing of contract with them.
- **For Academic/Research Institutes both in India and other countries.**
- **For Profit organisations undertaking for construction activities and/ or supplying goods.**
- **For organisations where the due diligence has been conducted by the client or beneficiary government department under the particular project during the last 3 years.**

The overarching principle is that, before working with any third-party service provider and supplier, we have a reasonable level of assurance that the desired objectives will be achieved in the manner agreed with CURE.

7. PROCEDURE

The pre-contract due diligence assessment process shall consist of the following stages:

i. Scoping/ Planning

i. Kick-off Communication

In this communication, we will disseminate the information included in this document and give the Service Provider/ Supplier opportunity to ask any questions about the process. In addition, as Service Providers/ Suppliers vary in size and structure, we will discuss the most appropriate people for us to meet during our site visit (if necessary) and the documentation we need to review. We will also confirm site visit dates (if necessary).

ii. Desk/ Background review

We will conduct a background review based on information provided to us by the Service Provider/ Supplier and certain publicly available information. This contributes to an efficient assessment and reduces disruption to Service Provider/ Supplier. This will also help identify key areas to discuss further with Service Provider/ Supplier during the site visit.

iii. Site visit (if necessary)

The assessment typically consists of a site visit (as necessary) to head office of Service Provider/ Supplier (or other relevant location), which will be conducted by CURE team. Depending on the number of people to be interviewed, the complexity of the organisation and the availability of documentation, the time taken for the site visits may vary. Wherever possible, seek to complete our work and to hold discussions with key individuals during normal office hours.

The standard programme shall be followed during the site visit:

- Opening meeting with key individuals to discuss review and key aspects due diligence;
- Discussions with key individuals and documentation review;
- Closing meeting in which findings shall be discussed, with areas for improvement.

ii. Analysing

Following the site visit, a factual report, based on findings, shall be prepared. Should additional findings come up through this process, a follow up call with Service Provider/ Supplier to outline these shall be made prior to finalising contract with Service Provider/ Supplier.

Based on the findings, a decision on further assessments required or withdrawal of the proposal offer due to adverse findings or lack of available information shall be made.

Broadly, the following key aspects will be considered, for the PCDD process. For specific aspects, please refer following PCDD Tools (attached as annexure with this document):

- **Appendix A: Pre-Contract Due Diligence Performa for Individuals**
- **Appendix B: Pre-Contract Due Diligence Performa for Organizations**

iii. Assessment

The analysis may result in findings that do not pose unacceptable negative fiduciary and/or reputational risk to CURE. They also may result in red flags that will either suggest the partnership is not advisable or must be considered carefully before further discussions can take place with the potential service provider/ supplier.

Given the size and scale or the economic environment in which these service providers/ suppliers operate, it is likely that some issues will surface. At this point, an analysis of the materiality of the issue must be undertaken and, in the end, a judgment call must be made.

Conducting the information gathering and analysis early in the partnership discussion process will go a long way towards preventing programming delays or embarrassment resulting from CURE's need to pull out of a potential partnership at the last minute.

iv. Approval & Post Approval Monitoring

The Pre-Contract Due Diligence report shall be presented to the Senior Manager, Risk and Compliance Department and the final authority will then decide whether to enter into the partnership/ sign the Agreement. The Pre-Contract Due Diligence report should be used to make a judgement on:

- Whether to proceed with the proposal,
- If proceeding, identify and record risk mitigation actions and timings required of the potential partner;
- Include these requirements within the Agreement, as applicable;
- Use the Pre-Contract Due Diligence Report as a baseline input to the programme management process.

PRE-CONTRACT DUE DILIGENCE (PCDD) PERFORMA – INDIVIDUALS**GUIDANCE NOTE:**

- You are requested to complete this PCDD Performa and to return it in accordance with the instructions below.
- Please answer all questions as accurately and concisely as possible. Where you consider that a question is not relevant this should be indicated with “**N/A**”. Please do not leave any questions blank.
- Failure to provide the required information or supply documentation referred to in your responses may result your PCDD Performa being rejected and may further result in non-consideration of your candidature for any potential down-stream contracts.
- Your completed PCDD Performa, together with required supporting documentation should be signed and to be submitted electronically to CURE at procurement@nipi-cure.org, addressed to the **Director – Risk and Compliance Department**.

NOTE:

- That by submitting the required information and necessary documentation, you hereby consent to collection and processing of data which relates to you for all purposes necessary to determine potential contractual arrangements. CURE may disclose and transfer such information and documentation to any other CURE’s entities, Client and such other third party, on a need-to-know basis, as CURE may reasonably deem necessary or appropriate.
- No information contained in this, nor any communication between CURE and you in connection with the PCDD Performa, shall constitute or be relied upon as constituting or in part constituting a contract, agreement or representation that any contract shall be offered to you. Under no circumstances shall CURE, and/or any of its subsidiary or associated companies incur any liability to you in respect of this PCDD Performa or any supporting information.

I. CONTACT DETAILS

Name of the Individual	
Address Details i) Current Address with Period of Stay ii) Permanent Address with Period of Stay	
Nationality (<i>Share National ID Card/Passport or any other supporting documents</i>)	
Date of Birth (DD/MM/YYYY)	
Contact Number	
Email Address	

II. BACKGROUND DETAILS (include necessary documentation)

Highest Education	
Current Directorship	
Previous Directorship	
Director Identification Number (DIN)/Unique Identification Number allotted to Directors if applicable	
Shareholding details with any Companies or Entities or Organizations	
Are you a Politically Exposed Person (PEP) or member of any regulatory authority? If yes, please provide the details.	
Aadhaar Card Details, if applicable	
Pan Card Details, if applicable	
National Registration Number, if applicable	
Tax Identification Number/Unique Tax Registration Number, issued by Government Authority <i>include certificate</i>	
Goods and Services Tax Registration Details, if applicable	
Passport Details	
Are you fully compliant with Taxation statutory requirements – (<i>please provide annual tax return or any other supporting document.</i>)	
Did your work earlier with CURE or its affiliates; If yes, please provide details	

III. NO CONFLICT OF INTEREST (Please tick whichever is applicable)

This is to confirm that I or any of my direct relations is in no way connected to the Partner/Director/Advisor/Consultant/Employee, etc. of CURE or its affiliates.	
This is to confirm that I or any of my direct relations is connected to the Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. of CURE or its affiliates.	
<i>The specific details are attached separately.</i>	

IV. COMPLIANCE ASSESSMENT (Attach supporting documents)**IV.1 Litigation and Investigations**

IV.1.1 Is there any pending, current or threatened internal or external investigations or proceedings relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour against you?

Yes No

Explanatory Statement (If "Yes", please provide details):
--

IV.2 Ethical History

In the last ten years have you:

IV.2.1 ever been unable to pay your debts or been involved in any recovery proceedings?

Yes No

IV.2.2 entered into any deferred prosecution agreement, settlement agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, human rights violations, anti-competitive or other unlawful or unethical, behaviour?

Yes No

IV.2.3 ever been convicted of an offence/held liable for violation of Child Protection rights and not been involved/partied to any kind of misconduct or abuse (physical/emotional/sexual) with children?

Yes No

IV.2.4 ever been convicted of an offence/any proceeding/involved/partied in matters relating to sexual harassment?

Yes No

IV.2.5 ever been listed by any country any authority for being involved in terrorism or money-laundering activities?

Yes No

IV.2.6 ever received or been the subject of allegations or press/media reports of misconduct - including fraud, bribery, theft, corruption, money laundering, human rights violations, anti-competitive behaviour or abuse of children?

Yes No

IV.2.7 ever had cancelled or revoked or failed to hold any licence or membership of an Authority /Agency required by law?

Yes No

IV.2.8 ever been disqualified, blacklisted, barred or suspended from doing business with

any government, national or public international organization/firm including any multilateral development bank or multilateral/bi-lateral organizations?

Yes No

If you have answered "Yes" to any of the above, please give an explanatory statement:

Explanatory Statement
(If "Yes", please provide details):

V. POLICIES/PROCEDURES/STATEMENTS

V.1 CURE requires individuals to ensure that its complaint of appropriate CURE's Policies/Statements as applicable. The Individual warrants that for the duration of the Project Period, it shall agree to adhere to the Policies/Statements listed below and acknowledge that the Individual has read and understood the Policies/Statements and shall be responsible for complying with such Policies/Statements.

- Anti-Fraud and Anti-Corruption Policy
- Conflict of Interest Policy
- Prevention of Sexual Harassment Policy

VI. DETAILS OF PROJECTS UNDERTAKEN

Please provide details of donor funder and/or government funded and/or through private funded projects that you have worked in the last 3 years (please mention top 5 projects by value).

SL. NO	NAME OF FUNDING/ GOVERNMENT AGENCY	DETAILS OF PROJECTS (NAME AND SHORT DESCRIPTION) 100 WORDS	AMOUNT (mention currency)

DECLARATION:

I, hereby certify that the information above is true and accurate. I, also acknowledge that CURE reserves the right to further request supporting documents from me, at any time, to authenticate the above -mentioned shared information.

Any shared information as given above, if found to be incorrect, wrong or misleading, will render/liable to rejection of my claim without prejudice to any other action that may be taken against me in this behalf and CURE has the right to blacklist me.

Name:

Place and Date:

VII. CONTACT DETAILS

Name of the Individual	
Address Details i) Current Address with Period of Stay ii) Permanent Address with Period of Stay	
Nationality <i>(Share National ID Card/Passport or any other supporting documents)</i>	
Date of Birth (DD/MM/YYYY)	
Contact Number	
Email Address	

VIII. BACKGROUND DETAILS (include necessary documentation)

Highest Education	
Current Directorship	
Previous Directorship	
Director Identification Number (DIN)/Unique Identification Number allotted to Directors, <i>if applicable</i>	
Shareholding details with any Companies or Entities or Organizations	
Are you a Politically Exposed Person (PEP) or a member of any regulatory authority? If yes, please provide the details.	
Aadhaar Card Details <i>(please include supporting document)</i>	
Pan Card Details <i>(please include supporting document)</i>	
Tax Identification Number/Unique Tax Registration Number, issued by Government Authority. <i>Please include certificate, if applicable</i>	
Goods and Services Tax Registration Details, <i>if applicable</i>	
Passport Details	
Are you fully compliant with Taxation statutory requirements – <i>(please provide annual tax return or any other supporting document.)</i>	
Did your work earlier with CURE or its affiliates; If yes, please provide details	

IX. NO CONFLICT OF INTEREST (Please tick whichever is applicable)

This is to confirm that I or any of my direct relations are in no way connected to the Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. of CURE or its affiliates.	
This is to confirm that I or any of my direct relations are connected to the Partner/Shareholder/Director/Advisor/Consultant/Employee, etc., of CURE or its affiliates.	

<i>The specific details are attached separately.</i>	
--	--

X. COMPLIANCE ASSESSMENT (Attach supporting documents)**IV.3 Litigation and Investigations**

IV.1.2 Are there any pending, current or threatened internal or external investigations or proceedings relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour against you?

Yes No

Explanatory Statement (If "Yes", please provide details):
--

IV.4 Ethical History

In the last ten years have you:

IV.2.9 ever been subject to and/or of pending, current or threatened internal or external investigations or proceedings or any FIR relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour?

Yes No

IV.2.10 ever been unable to pay your debts or been involved in any recovery proceedings?

Yes No

IV.2.11 entered into any deferred prosecution agreement, settlement agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, human rights violations, anti-competitive or other unlawful or unethical, behaviour?

Yes No

IV.2.12 ever been convicted of an offence/held liable for the violation of Child Protection rights and involved/partied in any kind of misconduct or abuse (physical/emotional/sexual) with children?

Yes No

IV.2.13 ever been convicted of an offence/any proceeding/involved/partied in matters relating to sexual harassment?

Yes No

IV.2.14 ever been listed by any country any authority for being involved in terrorism or money-laundering activities?

Yes No

IV.2.15 ever received or been the subject of allegations or press/media reports of misconduct - including fraud, bribery, theft, corruption, money laundering, human rights violations, anti-competitive behaviour or abuse of children?

Yes No

IV.2.16 ever had cancelled or revoked or failed to hold any licence or membership of an Authority /Agency required by law?

Yes No

IV.2.17 ever been disqualified, blacklisted, barred or suspended from doing business with any government, national or public international organization/firm including any multilateral development bank or multilateral/bilateral organizations?

Yes No

If you have answered “Yes” to any of the above, please give an explanatory statement:

Explanatory Statement (If “Yes”, please provide details):
--

XI. POLICIES/PROCEDURES/STATEMENTS

V.2 CURE requires individuals to comply with the appropriate CURE’s Policies/Statements as applicable. The Individual warrants that for the duration of the Project Period, it shall agree to adhere to the Policies/Statements listed below and acknowledge that the Individual has read and understood the Policies/Statements and shall be responsible for complying with such Policies/Statements.

- Anti-Fraud and Anti-Corruption Policy Yes No
- Conflict of Interest Policy Yes No
- Prevention of Sexual Harassment Policy Yes No

XII. DETAILS OF PROJECTS UNDERTAKEN

Please provide details of donor funder and/or government-funded and/or through private-funded projects that you have worked in the last 3 years (please mention top 5 projects by value).

SL. NO	NAME OF FUNDING/ GOVERNMENT AGENCY	DETAILS OF PROJECTS (NAME AND SHORT DESCRIPTION) 100 WORDS	AMOUNT <i>(mention currency)</i>

DECLARATION:

I, hereby certify that the information above is true and accurate. I, also acknowledge that CURE reserves the right to further request supporting documents from me, at any time, to authenticate the above -mentioned shared information.

Any shared information as given above, if found to be incorrect, wrong or misleading, will render/liable to rejection of my claim without prejudice to any other action that may be taken against me in this behalf and CURE has the right to blacklist me.

Name:

(Signature)

Place and Date:

PRE-CONTRACT DUE DILIGENCE (PCDD) PERFORMA – ORGANIZATIONS**GUIDANCE NOTE:****Background**

CURE (“CURE”) under its various projects works with different organizations/firms for specialised support to achieve the project goals. While, as a delivery partner for CURE these organizations/firms are independent entities, however, at the same time, their business practices significantly reflect upon CURE’s reputation and brand. Thus, the Pre-Contract Due Diligence (PCDD) Performa is a very important aspect of CURE’s down-stream partner’s management practices and equally important to it’s stakeholders including clients, (current and prospective), suppliers, investors and employees.

In light of the above and as part of conformance with its down-stream partner management processes and internal assessment, CURE needs to review the down-stream partner’s capacity, systems, policies and processes to have a much better understanding of the strengths, weaknesses, opportunities and risks in working with them thus helping in more informed and better managed interventions and capacity development in future.

As a prospective down-stream partner to CURE and/or any of its subsidiary or associated companies, you are kindly requested to complete and sign this PCDD Performa which forms part of CURE’s standard due diligence process.

No information contained in this, nor any communication between CURE and you in connection with the PCDD Performa, shall constitute or be relied upon as constituting or in part constituting a contract, agreement or representation that any contract shall be offered to you. Under no circumstances shall CURE, and/or any of its subsidiary or associated companies incur any liability to you in respect of this PCDD Performa or any supporting information.

Instructions

- You are requested to complete this PCDD Performa and to return it in accordance with the instructions below.
- Please answer all questions as accurately and concisely as possible. Where you consider that a question is not relevant this should be indicated with “N/A”. Please do not leave any questions blank.
- Failure to provide the required information or supply documentation referred to in your responses may result your PCDD Performa being rejected and may further result in non-consideration of your Organization/firm for any potential down-stream contracts.
- Your completed PCDD Performa, together with required supporting documentation should be signed and stamped (with company seal) and to be submitted electronically to CURE at procurement@nipi-cure.org, addressed to the **Director – Risk and Compliance Department**.
- Your Organization’s/Firm’s signatory should be of Senior Management Level.

Note:

That by submitting the required information and necessary documentation, you hereby consent to collection and processing of data which relates to your Company/Organization/Firm/Employees for all purposes necessary to determine potential contractual arrangements. CURE may disclose and transfer such information and documentation to any other CURE’s entities, Client and such other third party, on a need-to-know basis, as CURE may reasonably deem necessary or appropriate.

I. CONTACT DETAILS

Name of the Company/Organization/Firm	
Name of the Contact Person	
Registered Address	
Contact Number	
Email Address	

II. BACKGROUND ASSESSMENT (include necessary documentation)

Details of Parent Company/Organization, <i>if any</i> (please incorporate in Table 1)	
Any subsidiaries and/or affiliates (please incorporate in Table 1)	
Any other companies or entities in which you have a controlling ownership interest (please incorporate in Table 1)	
Are there other persons who can exercise control over your organization/firm through any arrangement or relationship? <i>If Yes, please identify such persons and explain the nature of their interest, including how it is held along with the document proof (please incorporate in Table 2)</i>	
Subject Area Expertise (100 words)	
Geographical presence (Countries/Regions of Operations)	
Details of Registration of the Organization/firm (Type of Registration, Date and Number) – <i>include certificate of incorporation or any other supporting document</i>	
Details of Registration under any other applicable Law (Such as MSME Act, 2006, Indian Partnership Act, 1932, University Grants Commission Act, 1956, Indian Trust Act, 1882, Societies Registration Act, 1860 etc.) – <i>include certificate of incorporation or any other supporting document</i>	
DUNS Number, <i>if any</i>	
FCRA Registration, <i>if any</i>	
Registration u/s 12AA of the IT Act, 1961	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taxpayer Identification Number (PAN, GSTIN, etc.), issued by Government Authority <i>include certificate</i>	
Is your organization/firm fully compliant with Taxation statutory requirements – (please provide annual tax return, annual accounts etc.)	
Annual Turnover for the last three years (mention financial years) – <i>please provide audited financial statements for all years</i>	Year 1: Year 2: Year 3:
Do provide the details of Debts along with	

the copy of their sanction letters as per below Table 3.	
Share Holding Structure/ details of members or trustees (please incorporate in Table 4)	

Table 1: Entities in which applicant has Controlling Interest or its Holding Company (50% or more) & Associate Entity (20% or more less than 50%)

NAME	PERCENTAGE OF HOLDING-BY-HOLDING COMPANY/ APPLICANT ENTITY/ DIRECTOR/	RELATIONSHIP WITH APPLICANT ENTITY	INCORPORATED YEAR	KEY ACTIVITIES INVOLVED IN

Please add further rows as per the requirement.

Table 2: Persons who can exercise control over your organization/firm through any arrangement or relationship

NAME	PAN CARD NO.	RELATIONSHIP WITH APPLICANT	HOW IT IS HELD	DETAILS OF TRANSACTIONS (IF ANY)

Please add further rows as per the requirement.

Table 3: Details of Outstanding Debts

Date	Lender Name	Loan Type	Account Number	Sanction Amount	Outstanding Balance as on date	Outstanding Balance as on 31-3-2021

DATE	NAME	PERCENTAGE OF HOLDINGS	DIN NO. (IF APPLICABLE)	CONTACT NUMBER	EMAIL ID	DESIGNATION (IF ANY)

Please add further rows as per the requirement.

Table 4: Share Holding Structure/ details of members or trustees

Please add further rows as per the requirement.

III. MANAGEMENT STRUCTURE AND STAFFING (include necessary documentation)

List of Board Members with Short Profiles	
Name of Chief Executive	
Organogram	
Total number of full-time paid personnel (year wise for last three years)	Year 1: Year 2: Year 3:
Details of Employers Liability and/or Staff Medical Insurance, if any – please include necessary supporting	
Details of Professional Indemnity Insurance, if any – please include necessary supporting	

IV. COMPLIANCE ASSESSMENT (Attach supporting documents)

IV.1 Litigation and Investigations

IV.1.1 Are there any pending, current or threatened internal or external investigations or proceedings relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour connected with your organization/firm or any of its directors, senior management, 10%+ shareholders or owners?

Yes No

Explanatory Statement
(If “Yes”, please provide details):

IV.2 Ethical History

In the last ten years has your organization/firm or have any directors, senior management, 10%+ shareholders or owners or any other person who has power of representation, decision or control of your organization/firm or any of its associated Organization/firm or subsidiary companies:

IV.2.1 ever been subject to and/or of pending, current or threatened internal or external investigations or proceedings or any FIR relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour?

Yes No

IV.2.2 ever been bankrupt, insolvent, unable to pay his or its debts, sought protection from his or its creditors, been wound-up or compulsorily dissolved by any court or tribunal or been involved in any insolvency and bankruptcy proceedings?

Yes No

IV.2.3 ever been convicted of a criminal offence in any country related to fraud, theft, bribery, corruption, money laundering, human rights violations, tax –evasion, social security violation, anti-competitive or other unlawful or unethical behaviour?

Yes No

IV.2.4 entered into any deferred prosecution agreement, settlement agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unlawful or unethical, behaviour?

Yes No

IV.2.5 ever been convicted of an offence related to abuse of children?

Yes No

- IV.2.6 ever been listed by any country or Organization or any authority for being involved in terrorism or money-laundering activities?
 Yes No
- IV.2.7 ever received or been the subject of allegations or press/media reports of misconduct - including fraud, bribery, theft, corruption, money laundering, human rights violations, anti-competitive behaviour (including bid-rigging, cartels, collusion or coercion), damage to the environment, health or safety of employees or employment or abuse of children?
 Yes No
- IV.2.8 ever had cancelled or revoked or failed to hold any licence or membership of an Organization/firm required by law?
 Yes No
- IV.2.9 Is your organization/firm or any director, senior manager, 10%+ shareholder or owner of your organization/firm, or any of its associated or subsidiary companies, currently sanctioned by, disqualified, blacklisted, barred or suspended from doing business with any government, national or public international organization/firm including any multilateral development bank?
 Yes No
- IV.2.10 Is your organization/firm or any director, senior manager, 10%+ shareholder or owner of your organization/firm or any other person who has power of representation, decision or control of your organization/firm or any of its associated Organization/firm or subsidiary companies is a Politically Exposed Person (PEP) or member of any regulatory authority? (If yes, please provide the details.)
 Yes No

If you have answered "Yes" to any of the above, please give an explanatory statement:

Explanatory Statement (If "Yes", please provide details):

V. ORGANIZATIONAL POLICIES/PROCEDURES/STATEMENTS

Please provide details of the person(s) responsible for your Corporate's/Organization's/Firm' Policies/Statements.

Name:	
Title:	
Contact Number:	
E-mail address:	

V.1 Does your organization/firm have current, published policy and/or procedures and/or statements on the following:

- Anti-Fraud and Anti-Corruption Policy Yes No
- Conflict of Interest Policy Yes No
- Prevention of Sexual Harassment Policy Yes No

(If yes to any of the above, please attach a copy of the policy and/or procedures and/or statements)

V.2 Do your policies and/or procedures and/or statements of the mentioned above proactively flowed down to your subsidiaries, consultants, and sub-contractors and does that current policy include procedures for reporting bribery when discovered?

- Yes No

V.3 If “No” to any of the policies and/or procedures and/or statement as mentioned under V.1 above, will your Organization/Firm agree and undertake to adopt, comply with and implement such policies and/or procedures and/or statements of CURE and/or the Client?

Yes No

Explanatory Statement

By answering “Yes” to question V.3, your Organization/Firm will be committing itself to implement a programme to demonstrate its compliance with equivalent policies and/or procedures and/or statements CURE and/or the Client whilst working on any project for or with CURE.

V.4 Does your organization/firm undertake ethical and compliance due diligence on the Organizations/firms with which it deals, including joint-venture partners, contractors, consultants, sub-contractors, suppliers, representatives and agents?

Yes No

VI. MONITORING MECHANISM

VI.I Does the Applicant have adequate Infrastructure, management systems, and written procedures to facilitate the effective running and functioning of its operations?

Yes No

VI.II Is there any Monitoring system maintained by the Applicant for Program Activities, and is the reporting for the program's data driven and presented in front of the Program Owners on a timely basis?

Yes No

VII. NO CONFLICT OF INTEREST (Please tick whichever is applicable)

<p>This is to confirm that no Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. or direct relations of any of these mentioned of our Organization/firm is in any way connected to the Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. of CURE or its affiliates.</p>	
<p>This is to confirm that Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. or direct relations of any of these mentioned of our Organization/firm is/are connected to the Partner/Shareholder/Director/Advisor/Consultant/Employee, etc. of CURE or its affiliates CURE or its affiliates. <i>The specific details are attached separately.</i></p>	

VIII. DETAILS OF PROJECTS UNDERTAKEN

Please provide details of donor funder and/or government-funded and/or through private-funded projects that your organization/firm has implemented in the last 3 years (please mention the top 5 projects by value).

SL. NO	NAME OF FUNDING/ GOVERNMENT AGENCY	DETAILS OF PROJECTS (NAME AND SHORT DESCRIPTION) 100 WORDS	AMOUNT OF FUNDING (INR)

DECLARATION:

We hereby certify that the information above is true and accurate. We also acknowledge that CURE reserves the right to further request supporting documents at any time to prove the information provided above.

Any information as given above, if found to be incorrect, wrong, or misleading, will render/us liable to rejection of our claim without prejudice to any other action that may be taken against us in this behalf and CURE has the right to blacklist us.

Name:

Designation:

Organization:

(Signed by Authorized Representative²)

Place and Date:

² An authorized representative should be of Senior Management Level.